

HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE
Request for Proposal

08-31: CONSTRUCTION PROJECT/PROGRAM MANAGEMENT SERVICES

Acknowledgement: Please acknowledge receipt of this RFP by completing the information requested below and faxing to 717/780-2325 upon receipt.
Please also include this page with your response.

Vendor Name: _____ Contact Name: _____
Address (include city, state, zip): _____
Phone: _____ Fax: _____ Email: _____
Check One: **We will** _____ **Will Not** _____ be responding to this RFP.
If not responding, please explain briefly: _____

Dates:

Date of Issue: **Monday – January 7, 2008**

Deadline for Questions: **Friday – January 25, 2008 - by 11:30AM**

Responses to the Questions: **Wednesday – January 30, 2008 - by 4:30PM**

Submit Notice of Intent to Submit Proposal Due Date: **Monday – February 4, 2008 - by 2:00PM**

PROPOSAL DUE DATE: **Wednesday – February 6, 2008 - by 2:00PM**

BID OPENING DATE: **Wednesday - February 6, 2008 - by 2:30PM**

Finalist's Interviews (if required): **Week of February 11, 2008**

Board Meeting: **Tuesday, March 4, 2008** (Please note: Final official bid results will be released after this date. All vendors who respond to the RFP will receive an award notification letter in the mail within one week of this date.)

Final Selection: **Wednesday – March 5, 2008**

HACC Information and Proposal Delivery:

Address: Purchasing Office/W130

One HACC Drive

Harrisburg PA 17110-2999

Contact: Garry Crider, Director of Purchasing

Or Thomas Fogarty, Executive Director Business & Auxiliary Services

Phone: 717/780-1164 or 717/780-1930

Fax: 717/780-2325

**Request For Proposal
HACC, Central Pennsylvania's Community College
#08-31**

for

CONSTRUCTION PROJECT/PROGRAM MANAGEMENT SERVICES

for

HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE

DEADLINE TO SUBMIT PROPOSALS:

Wednesday – February 6, 2008 - by 2:00PM

**PROPOSALS MUST BE DELIVERED TO:
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE
PURCHASING AND BUSINESS SERVICES
ONE HACC DR
HARRISBURG, PA 17110**

For information concerning the RFP process, required format and the schedule of activities,
Please direct questions to:

Garry Crider, Director of Purchasing
HACC, Central Pennsylvania's Community College
Purchasing and Business Services
Harrisburg PA 17110
Telephone: 717-780-1164

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1. KEY DATES

Important dates including proposal deadlines are shown below. Formal addendum to this RFP will be issued to the Proposers notifying of any changes to these dates. Dates indicated are tentative and may be changed during the RFP process due to revision(s) of any part of the Request for Proposal because of questions from Proposers and/or additional information requested after the Proposal Opening.

ACTIVITY	DATE & TIME
Advertisement	Monday – January 7, 2008
Deadline for Questions	Friday – January 25, 2008 - by 11:30AM
Responses to Questions due back to bidders	Wednesday – January 30, 2008 - by 4:30PM
Submit Notice of Intent To Submit Proposal Due	Monday – February 4, 2008 - by 2:00PM
Deadline to Submit Proposals	Wednesday – February 6, 2008 – 2:00PM
Proposal Opening	Wednesday – February 6, 2008 – 2:30PM
Finalist’s Interviews (If required)	Week of February 11, 2008
Final Selection	Thursday - March 4, 2008
Award Final Selection of Contract	After Tuesday – March 4, 2008 BOT Meeting

2. PROPOSAL SUBMISSION CONTENTS

Proposals must include all information required by the following sections:
(Reference Section VI)

- a. Cover Letter
- b. Description of Qualifications
- c. Contractor History
- d. Cost Proposal

3. DEFINITIONS

The following terminology shall be used throughout this Request for Proposal.

campus-HACC, Central Pennsylvania’s Community College – five campuses – Gettysburg, Harrisburg, Lancaster, Lebanon, and York

contract-shall be used herein to refer to the purchase order(s) generated by the final award.

Contractor shall be used herein to refer to the Vendor receiving the final award.

Purchaser-HACC, Central Pennsylvania’s Community College

response or proposal-as used herein shall be understood to mean the written proposal to provide services.

RFP-Request for Proposal

College-HACC, Central Pennsylvania’s Community College, Harrisburg, PA

Vendor, Bidder, Contractor, Proposer, Supplier-as used herein shall be understood to mean the company, firm or corporation formally submitting a response to this RFP.

N/A – Not applicable

I. PROGRAM REQUIREMENTS

A. PURPOSE

HACC, Central Pennsylvania’s Community College formally invites responses to provide information to be used in the decision to procure CONSTRUCTION PROJECT/PROGRAM

MANAGEMENT SERVICES for HACC, Central Pennsylvania's Community College. The College is seeking an Agency or "Not at Risk" relationship. The College reserves the right to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal(s) and to award the contract in the best interests of the College.

All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions and other documents as part of an Offerors response will be waived and have no effect either on this RFP or any contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by an Offeror may be grounds for rejection of the Offerors proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by the signature of its authorized representative on the execution of proposal page contained herein.

B. PROJECT PRICE CHANGES

Any changes in project workscope that alters costs must have prior approval from the Vice President for Finance and College Resources.

HACC, Central Pennsylvania's Community College Executive Director of Business Services and Auxiliary shall be the authorized representative of the College for purposes of interpretation of contract requirements.

C. CONTRACT STANDARDS

After the Contract(s) are awarded (see award of Contract below) it will be the Contractor representative's responsibility to confirm with the College's authorized representatives, whether or not there is correct and sufficient funds available for the project through the issuance of a Purchase Order.

D. INVOICES AND STATEMENTS

Invoices must be descriptively itemized and must clearly indicate the applicable College Purchase Order number, including the Project Name and Location as well as the HACC account number, and must be submitted in duplicate at time of project completion before payment can be authorized.

A copy of the invoice statement is to be submitted to the "Bill to. . ." location identified per the Purchase Order.

Any invoices submitted without an approved college Purchase Order referenced is subject to being classified as a gift to the College.

E. FINAL INSPECTION AND PROJECT ACCEPTANCE

Determination of adequacy of performance project completion shall be the responsibility of the Project Manager. Neither the College nor the Project Manager nor any agent thereof on behalf of the College will supervise or be responsible for the actions of the Contractor's employees, subcontractors, or subcontractor's employees.

The Project Manager for this project shall be George A. Franklin, Jr., VP Finance & College Resources - 717-780-2361.

F. PAYMENT

The College will make payment to the contractor from the approved invoice. Payment will be accomplished within thirty (30) days of project acceptance or invoicing, whichever is later, if the project is as specified and statements are in proper form.

Proposers may include in their response their ability to accept credit card payments and any additional costs related to providing this capability.

II REQUEST FOR PROPOSAL

HACC, Central Pennsylvania's Community College formally invites responses to this Request for Proposal to provide information to be used in the contracting for CONSTRUCTION PROJECT/PROGRAM MANAGEMENT SERVICES for all campuses.

Interested parties are invited to submit proposals to HACC, Central Pennsylvania's Community College, Purchasing and Business Services, One HACC Drive, Room W130A, Harrisburg, PA 17110. Proposals will be accepted until **2:00PM, Wednesday, February 6, 2008.**

This Request for Proposal contains the instructions governing the proposals to be submitted the materials to be included therein, requirements that must be met to be eligible for consideration, and general guidelines for submission of proposals.

A. WORKSCOPE

The Workscope for this Request for Proposal is defined in detail in Section IX: Specifications.

B. MANDATORY SITE VISIT / BIDDERS CONFERENCE

NOT REQUIRED

C. RFP CLARIFICATION

Proposers may request an explanation of the intent or content of this RFP and clarification of procedures used for this procurement. No interpretation made to any Proposer as to the meaning of the RFP shall be binding on the College unless repeated in writing and distributed as an addendum by College Purchasing and Business Services Office. Official written responses to all relevant written questions will be mailed or faxed by HACC, Central Pennsylvania's Community College Purchasing and Business Services Office.

Requests for written explanation or clarification shall be made in writing and submitted in an envelope marked "Questions Related to RFP #08-31" to HACC, Central Pennsylvania's Community College, Purchasing and Business Services Office, ATTN: Garry Crider, Director of Purchasing, One HACC Drive, Room W130A, Harrisburg PA 17110, or by Fax 717-780-2325. Email: questions are acceptable at cgerider@hacc.edu. Such requests must be received no later than **Friday, January 25, 2008, 11 30:AM.**

Failure of the Proposer to make appropriate inquires, evaluate any special conditions, or to verify requirements of this RFP shall not relieve the Contractor of the responsibility of fulfilling the contract in accordance with the terms of this RFP.

Communication concerning the Request for Proposal can only be with Garry Crider, Director of Purchasing (717-780-1164 or cgrider@hacc.edu). Oral communication with any other College employee, unit, department, or organization concerning their RFP is not binding on the College and shall in no way modify the RFP, or the obligation of the College or the Vendor, and may deem the Proposer's proposal void.

The college will evaluate a Proposer's "confidence in its own ability to perform" based on a given Proposer's willingness to provide the College with meaningful contractual assurances and remedies.

In summation of the College's general objectives regarding this Request for Proposal, the College has a sincere desire to award the transaction based on reliable information. In other words, Proposers to this RFP will have demonstrated their agreement that whether verbal or written, the company can perform to the requirements of this Proposal.

D. ADDENDA TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, HACC, Central Pennsylvania's Community College Purchasing and Business Services Office will provide addenda in writing to the Proposers. No oral statements, explanations, or commitments by whomsoever made shall be of any effect except as the same are confirmed in writing by the College Purchasing and Business Services Office.

E. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

HACC, Central Pennsylvania's Community College is committed to affirmative action in accordance with state and federal laws and regulations providing for equal employment opportunity. HACC, Central Pennsylvania's Community College will not contract with any firm that is not an equal opportunity employer.

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, national origin, sex, age, marital status, religion, creed, political belief, mental or physical disability, or status as Vietnam era or disabled veteran. The contractor will comply with the Americans with Disabilities Act of 1990.

F. NON DISCRIMINATION

HACC, Central Pennsylvania's Community College is committed to non discrimination and equal employment opportunity. HACC, Central Pennsylvania's Community College will not contract with any firm that is not an equal opportunity employer.

G. ACCEPTANCE OF PROPOSALS

The College reserves the right in awarding the contract to consider the competency, responsibility, and suitability of the Proposer, as well as the services provided. The College further reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities, and to award the contract in the best interest of the College. Neither the College nor any agent thereof on behalf of the College will be obligated in any way by any Proposer's response to this RFP.

III GENERAL CONTRACTUAL REQUIREMENTS

A. EXAMINATION OF CONTRACT CONDITIONS

It is the intent of HACC, Central Pennsylvania's Community College through this Request For Proposal and contract conditions contained herein, to establish to the greatest possible extent, complete clarity regarding the requirements of both parties to the contract resulting from the Request For Proposal.

Before submitting a proposal, the Contractor shall be thoroughly familiar with all contract conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Contractor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

By submitting a response to this RFP contractor represents that:

- 1) The contractor has read and understands the Contract specifications and conditions.
- 2) The contractor will perform the work in compliance with Commonwealth of Pennsylvania, Federal and Local Laws, Regulations, Standards, Ordinances and Codes.

B. ASSIGNMENT OR TRANSFER

This contract may not be assigned or transferred in whole or in part, without the written permission of HACC's Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned. The Contractor(s) is an independent contractor providing services for HACC.

C. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor providing services for HACC, Central Pennsylvania's Community College.

D. INSURANCE

The Contractor shall provide insurance coverage as required by this section. Certificates of insurance coverage shall be filed with HACC, Central Pennsylvania's Community College Purchasing and Business Services Office within thirty (30) days of notice of award of contract. In no instance may any work commence prior to receipt of the certificates. A signed contract issued as notice of award shall not be considered valid until HACC, Central Pennsylvania's Community College Purchasing and Business Services has received the certificates.

The Contractor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$3,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The certificates of insurance coverage shall name HACC, Central Pennsylvania's Community College as

additional insured. Certificates of such insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

Pennsylvania Law requires that the Contractor shall provide statutory worker's compensation insurance for employees. The Contractor shall also require the same insurance when the work is to be performed by a subcontractor. Certificates of such insurance shall be filed with the HACC, Central Pennsylvania's Community College's Director of Purchasing prior to commencing work.

E. INDEMNIFICATION

The Contractor shall hold HACC, Central Pennsylvania's Community College harmless from any liability, costs, or penalties in any way resulting from the performance of the services related to this contract or from the conduct or actions of any persons provided by the Contractor for performance of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.

F. CONTRACT MANAGER

HACC, Central Pennsylvania's Community College Purchasing and Business Services shall be the authorized representative of the College for purposes of interpretation of contract requirements. Determination of adequacy of performance shall be the responsibility of the Project Manager. Neither the College nor the Project Manager nor any agent thereof on behalf of the College will supervise or be responsible for the actions of the Contractor's employees, subcontractors, or subcontractor's employees.

G. TERM OF CONTRACT AND INSTALLATION

The Contractor and HACC, Central Pennsylvania's Community College agree that an agreement resulting from this RFP shall be for:

The term of the agreement is to be five (5) years from the first day of service.

Subject to termination at anytime by either party on written notice sent by certified mail, not less than ninety (90) days prior to the announced date of termination subject to contract extension clause below.

Extension Clause:

The College reserves the right to extend this contract or any part of this contract for an unlimited period of time. Should an extension be necessary the same terms and conditions as set forth in this document apply. This clause will be utilized to preserve continuity with any ongoing litigation that has been filed prior to actual termination date of contract.

Option to renew:

The contract may be renewed for an additional one- (1) year term by mutual written agreement between the College and the firm. If the contract is renewed the same terms and conditions as set forth in this document apply. Such renewals shall be limited to three (3), one- (1) year periods.

H. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the firm certifies that:

1. This proposal has been independently arrived at without collusion with any other firm or with any competitor or potential competitor;
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this service, to any other firm, competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit a proposal;
4. The person signing this proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the firm as well as to the person signing on its behalf.

I. CONFLICT OF INTEREST

Successful Contractor and its affiliates will be prohibited from participating in and/or providing quotations, bids, contracts, or subcontracts associated with any renovation, addition, or new Construction Projects for the College while under Contract for Construction Project/Program Management Services.

IV RIGHTS AND REMEDIES

A. ARBITRATION

All disputes between the parties to this agreement arising out of or in connection with the contract documents shall be submitted for arbitration. If arbitration is selected by the College, the College shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association; or (2) referral to one or more arbitrators mutually agreed upon by the parties.

When a written decision of the College states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in the College's decision becoming final and binding upon the College and Contractor.

In responding to a claim brought by a Contractor, the College shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

B. LITIGATION

In the event that any term of this contract is the subject of litigation, it is hereby agreed that the parties in that litigation shall pay their own attorney's fees and court costs incurred including court costs and attorney's fees incurred in appellate proceedings.

C. VENUE AND JURISDICTION

The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the Commonwealth of Pennsylvania shall govern any disputes. The Dauphin County Court of Common Pleas shall have exclusive jurisdiction over any and all litigation arising from the terms of this agreement.

D. RIGHT TO AUDIT

The College and appropriate designated representatives reserve the right to audit the College account records and other financial records of the Contractor, as they pertain to the College. Such audits, shall be performed by auditors selected by the College only if deemed necessary by the College.

E. FORCE MAJEURE

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.

V. PROPOSAL SUBMISSION

To receive consideration, proposals shall be made in agreement with the instructions as stated in this RFP, and such proposals and awards made therein shall be subject to all of the terms and conditions hereof:

A. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

B. INCURRED COST

The College is not liable for any costs incurred by the Proposer in the preparation and presentation of their proposals.

C. SIGNATORIES

The proposal shall include information as requested throughout the RFP. The signature of all persons authenticating the proposal shall be printed and written in longhand in the designated area on page one (1) of the RFP. The proposal shall be signed with ink or indelible pencil.

D. ALTERNATE PROPOSALS

A Contractor may submit an Alternate Proposal(s). The Alternate Proposal(s) may be submitted, showing in detail, where the Alternate Proposal differs from the requested specifications.

E. PROPOSAL DEADLINE

To be considered for selection, proposals shall arrive at HACC, Central Pennsylvania's Community College Purchasing and Business Services Office, One HACC Drive, Harrisburg, PA, 17110, by 2:00PM on or before **Wednesday, February 6, 2008**. Proposals must be in a sealed container, clearly marked "**Proposal RFP #08-31 – CONSTRUCTION PROJECT/PROGRAM MANAGEMENT SERVICES**".

The mailing of proposals shall allow for normal mail delivery time to ensure timely receipt of their proposals by HACC, Central Pennsylvania's Community College Purchasing and Business Services Office. Proposals arriving after the deadline will not be considered. All proposals become the property of the College.

F. NUMBER OF COPIES AND MAILING OF PROPOSAL

Four (4) complete copies of the General Proposal will be submitted in a sealed container clearly marked with the name of the Proposer and labeled "GENERAL PROPOSAL - **RFP #08-31**". One (1) of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Contractor signature. The remaining copies do not require original signatures.

The proposals must be addressed as follows:

Proposal **RFP # 08-31**
HACC, Central Pennsylvania's Community College
Purchasing and Business Services
ATTN: Garry Crider, Director of Purchasing
One HACC Drive
Harrisburg PA 17110

VI. FORMAT FOR PROPOSAL

A. INTRODUCTION

Any term or condition stated in this RFP document shall be considered accepted by the Contractor unless specifically objected to by the Contractor. The College may accept or reject Vendor's alternative proposals to the terms of this RFP. A proposal may be rejected if it is incomplete or conditional.

B. COVER LETTER

Each proposal will have a Cover Letter on the letterhead of the company or organization submitting the proposal. The Cover Letter must include the following information:

1. Briefly summarize the Contractor's ability to provide the services specified in the RFP.
2. A Statement that the Contractor is willing to perform the work described in the RFP and to enter into a contract with HACC, Central Pennsylvania's Community College to perform the work. The Cover Letter must be signed by a person having the authority to commit the Contractor to a contract.
3. Information should include: the company name, federal Taxpayer Identification Number, address, telephone number, FAX number, name, and title of the person to contact, name(s) of principal(s) assigned to negotiate for Contractor (if any), and the name of the individual or company who will manage the project.

4. Certification as to correctness of the proposal and the authority of person signing to bind Contractor.

5. Acknowledgment and/or exceptions taken to the proposed terms and conditions.

C. DESCRIPTION OF QUALIFICATIONS

Each proposal must contain a description of the Contractor's qualifications to perform the services specified in this RFP.

D. CONTRACTOR HISTORY

Contractor shall provide a narrative demonstrating an established, successful track record of past performance in providing goods and services closely related to the requirements specified in this RFP. The narrative shall include three (3) reference accounts showing experience in receiving contracts for the delivery of services similar to the one proposed. References must include the following:

1. Name of the firm or corporation.
2. The dates of each contract or agreement under which the Contractor provided such services.
3. The names, address, and telephone number of a contract person for each contract.
4. A brief description of the related projects.

E. COST PROPOSAL

See Section: VIII. COST PROPOSAL SHEET for 08-31: CONSTRUCTION PROJECT/PROGRAM MANAGEMENT SERVICES

VII EVALUATION

A. PROPOSAL PROCESS / EVALUATION CRITERIA

The award of the contract to the successful bidder will be predicated on the proposal most advantageous to HACC, Central Pennsylvania's Community College, in the sole opinion of the College. The College is not bound and will not accept any proposal based on cost alone, but will make an award based on the evaluation of such factors as:

1. Experience of the firm in representing educational institutions.
2. Experience of CM experts identified to work with the college.
3. Services offered
4. Non-chargeable services
5. Billing rates & structure
6. Proposed organizational structure.

A short list of no more than five (5) firms will be established. Those firms selected will be notified on Friday, February 8, 2008 and will be invited to interview, **if required**, before HACC's selection committee the week of February 11, 2008.

The interview format will be provided to the firms to be interviewed at the time of notification.

It is the opinion of the College that will determine the final award. It will be made to the firm that best meets the above factor, assuring adequate service to the College.

Firms are instructed to submit their "best offer". Consideration by the College will be based on the material submitted without negotiation. However, the College will retain the right to negotiate and interview with the experts of the firm or firms deemed to be finalist(s).

If significant errors or omissions are found under the requirements of the RFP, the proposal will be rejected.

By submitting a proposal, the firm agrees to be governed by the terms and conditions as set forth in this document. No change or deviation from the terms set forth in this document is permitted without the approval of HACC, Central Pennsylvania's Community College.

VIII. AWARD

The College will review all proposals. The College reserves the right to cancel the selection process or the negotiations when a selection is made, or at anytime prior to entering into a formal written agreement with the Contractor.

The College intends to execute a contract with the Contractor(s) submitting the proposal which the College determines to best meet the College's requirements. The College will be the sole judge of the acceptance of any and all proposals.

In awarding the contract, the College may take into consideration: the references, experience, responsibility, reputation, financial standing of the respondent, the ability of the Contractor to provide an advantageous time schedule for providing service.

After selection approval by the colleges Board of Trustees, HACC, Central Pennsylvania's Community College Purchasing and Business Services office will cause a contract/purchase order to be prepared for signatures by both parties. A contract(s) will be issued to the responsible Contractor(s) whose proposal is the most advantageous to the College, taking into consideration all evaluation factors. No other evaluation criteria, other than that outlined in this proposal, will be used.

IX. SPECIFICATIONS / ATTACHMENTS

08-31

CONSTRUCTION PROJECT/PROGRAM MANAGEMENT SERVICES

HACC BACKGROUND:

Established on February 14, 1964 as HACC, Central Pennsylvania's Community College, HACC is devoted to the community and the individual. HACC's devotion to the community stems directly from our mission, which is to foster educational, cultural, work force development, and economic growth of the college service areas.

SPECIFICATIONS:

PERIOD OF CONTRACT:

The term of the agreement is to be five (5) years from the first day of service.

Subject to termination at anytime by either party on written notice sent by certified mail, not less than ninety (90) days prior to the announced date of termination subject to contract extension clause below.

EXTENSION CLAUSE:

The College reserves the right to extend this contract or any part of this contract for an unlimited period of time. Should an extension be necessary the same terms and conditions as set forth in this document apply. This clause will be utilized to preserve continuity with any ongoing project that has begun prior to actual termination date of contract.

OPTION TO RENEW:

The contract may be renewed for an additional one- (1) year term by mutual written agreement between the College and the firm. If the contract is renewed the same terms and conditions as set forth in this document apply. Such renewals shall be limited to three (3), one- (1) year periods.

PROPOSALS SUBMITTED SHOULD COVER ALL OPERATIONAL FUNCTIONS DESCRIBED HEREIN.

SCOPE OF SERVICES:

Provide Project/Program construction management services under the Agency CM relationship for various Special Assignments as directed by the Vice President of Finance and College Resources or his designee. The scope of services for each assignment will be established jointly between HACC and Construction Manager.

Definition: "Agency CM" is a fee-based service in which the construction manager is responsible exclusively to the owner and acts in the owner's interests at every stage of the project. The Agency CM construction manager offers advice, uncolored by any conflicting interest, on matters such as:

- a) Optimum use of available funds
- b) Control of the scope of the work
- c) Project scheduling
- d) Optimum use of design and construction firms' skills and talents
- e) Avoidance of delays, changes and disputes
- f) Enhancing project design and construction quality
- g) Optimum flexibility in contracting and procurement

Comprehensive management of every stage of the project, beginning with the original concept and project definition, yields the greatest possible benefit to owners from Construction Management.

Services will generally include:

- 1) Assist in the selection of design professionals, i.e.; Architects, Engineers
- 2) Prepare professional service contracts on standard AIA documents
- 3) Initiate programming meetings and define parameters required for the architect to prepare schematic design drawings.
- 4) Prepare initial project budgets. Monitor and approve all invoices for professional and construction services.
- 5) Monitor the design process and coordinate with the respective HACC Departments.
- 6) Assist in the preparation of the Construction Bid Packages. Conduct Pre-Bid meetings as necessary.
- 7) Evaluate construction bids and recommend award.
- 8) Conduct Pre-Construction and construction progress meetings as necessary.
- 9) Monitor construction progress. Review contractors monthly Applications for Payment. Process all contractor change orders.
- 10) Assist in the coordination of third party contractors and vendors.
- 11) Coordinate with Facility Project Manager completion of final Punch list and Project closeout requirements
- 12) Prepare and distribute periodic Project Status reports.
- 13) Provide all project accounting services, coordinating with HACC Purchasing and Accounting Departments

PAYMENT TERMS:

1. Services will be provided at an hourly rate by position below:
2. The Construction Management provider will invoice HACC monthly for the total hours worked by each position, multiplied by the respective hourly rates.
3. The Construction Management provider will provide HACC with a lump sum price to provide services for “Capital” projects of a defined scope in lieu of hourly billing.
4. Reimbursable costs will be billed at xx.x times the actual cost. Examples of reimbursable costs are: copying, plan plotting, rentals, third party consultants contracted through the Construction Management provider and purchase of AIA Contracts for use in issuing construction contracts for work under this agreement.
5. Mileage will be billed at the allowable IRS rate.
6. Time is charged portal to portal.

7. The Construction Management provider will maintain General Liability and Professional Liability (E&O) Insurance for the duration of the contract term. Certificates of Insurance providing a minimum of 30 days notice of cancellation of insurance coverage will be provided.

Insurance

The firm will be expected to provide insurance naming the College as additional insured, adequate to cover the firm's and the College's legal liability against professional liability claims arising out of the firm's performance on behalf of the College.

Furthermore, the successful firm will agree to indemnify, and hold harmless the College, its officers and employees from any claim, damage, liability, expense or loss, including defense cost and attorney's fees arising out of firm's performance under the contract resulting from this proposal.

Upon award and/or (10) days prior to start of service successful firm agrees to provide insurance certificates affording protection to the College without limit to liability obligations of the successful bidder.

Forward Certificates to:

Mr. Thomas J. Fogarty
Executive Director of Business Services and Auxiliary
HACC, Central Pennsylvania's Community College
One HACC Drive
Harrisburg, PA 17110-2999
Phone 717-780-1930
Fax 717-236-0709

Financial Statements

Monthly Billing Statements for actual Construction Project/Program Management Services showing sufficient detail to track the expenses per individual activity are to be submitted to the Vice President, Finance and College Resources. These statements must be received no later than the 5th day of the month following each month's expenditures. The firm also agrees to allow its books and billing statements to be audited by the College or its accountants at anytime after a 3-day written notification of intent to do so. The firm is expected to submit yearly summary Billing Statements on a July to June schedule to the office listed above.

COST PROPOSAL SHEET
08-31
CONSTRUCTION PROJECT/PROGRAM MANAGEMENT
SERVICES

Bidder agrees that any contract entered into will include all the conditions of this Request for Proposal, and if any terms and conditions conflict, the Contractor will modify any Agreement to include such conditions before submitting such contracts.

To facilitate direct comparisons, your proposal shall be submitted in the following format, listed in order, and index tabbed to match. If the proposer fails to provide any of the following information, with the exception of the mandatory proposal certification, the College may, at its' sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

- Proposer shall present evidence that the firm has been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal in an educational institution.
- A complete description of the three (3) projects you or your firm did that you consider most similar to the work requested in this Request for Proposal. Include the results obtained; the total cost of the project; and the name, title, telephone number, and e-mail address of the individual at the client organization who is most familiar with this project. Please limit each of the three (3) descriptions to a maximum of two (2) pages. Note: this may require that you obtain the client's permission to provide this information to us.
- A detailed proposal on how you will accomplish the requested work.
- List all the individuals that would be assigned to engagements and the number of years with the firm.
- List those items for which the firm will expect reimbursement from HACC.
- State the firm's policy regarding travel costs for which it will expect reimbursement.
- State the size of the firm. If the firm is geographically headquartered in another city or location other than the local area, explain how the HACC campuses will be serviced. In addition, you should state the number of employees employed by your firm three (3) years ago and the number of employees expected to be employed three (3) years from now.
- Name and brief biographical sketches of Project Managers who will be generally responsible for providing related Construction Project/Program Management Services to HACC.
- Describe any actual or potential conflicts of interest, which exist within HACC.
- Describe how your firm would avoid conflicts of interest between your role as HACC's Project Managers and your other clients.

- List the minimum charges, if any, for telephone calls, copying, facsimile, transmission, messenger services, etc.
- A detailed cost proposal

Fee Schedule – List the hourly fees for all personnel who will be involved in this effort and an approximation of the percentage of time each person will invest in the project. Fee schedules shall include all direct and indirect costs, including profit and overhead, and an estimate of reimbursable expenses.

HOURLY RATE BY PROFESSIONAL		
Individual Hourly Rate: Position Title:	Hourly Rate	Percent of Hours
Principal		
Sr. Project Manager		
Project Manager		
Estimator		
Project Engineer		
Project Coordinator		
Project Account		
Administrative Assitant		
Any additional Position Titles not listed - add		

- Reimbursable costs will be billed at xx.x times the actual cost. Examples of reimbursable costs are: copying, plan plotting, rentals, third party consultants contracted through the Agency Construction Management provider and purchase of AIA Contracts for use in issuing construction contracts for work under this agreement.
- Supply a completed Substitute W-9 and Vendor Authorization Form.

Company Name: _____

Authorized Signature: _____

Name (Printed): _____

Title: _____

Date: _____

XII. Notification of Intent to Attend the Mandatory Site Visit

Notice of Intent to Attend the Mandatory Site Visit

NOT REQUIRED

X. Notification of Intent to Submit Proposal

NOTIFICATION OF INTENT TO SUBMIT PROPOSAL

Please refer to the Request for Proposal Package covering the acquisition CONSTRUCTION PROJECT/PROGRAM MANAGEMENT SERVICES for the College for Proposal Number 08-31: CONSTRUCTION PROJECT/PROGRAM MANAGEMENT SERVICES for HACC, Central Pennsylvania's Community College.

If you are interested in submitting a Proposal, please fill out the information requested below and return this form to Garry Crider, Director of Purchasing, HACC, Central Pennsylvania's Community College, One HACC Drive, Harrisburg, PA 17110 no later than **Monday, February 4, 2008, by 2:00PM**. Or fax this document to 717-780-2325 or e-mail this document to cgcrider@hacc.edu.

Name of Organization _____

Mailing Address _____

Representative's Name _____

Representative's Title _____

Phone Number _____

FAX Number _____

Email Address _____

URL Web Address _____

We intend on doing the following: (check one)

1. () We will submit a Proposal
2. () We will NOT submit a Proposal

If number 2 is checked, please give a brief explanation in the spaces provided.

Signed: _____ Date: _____

SECTION XIII:

CONFLICT OF INTEREST CERTIFICATION

(date)

The undersigned certifies that to the best of his/her knowledge: **(check only the items that apply)**

- () There is no officer or employee of HACC, Central Pennsylvania's Community College who has, or whose relative has, a substantial interest in any contract resulting from this request.
- () The names of any and all public officers or employees of HACC, Central Pennsylvania's Community College. who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.
- () Understands that the Successful Contractor and its affiliates will be prohibited from participating in and/or providing quotations, bids, contracts, or subcontracts associated with any renovation, addition, or new Construction Projects for the College while under Contract for Construction Project/Program Management Services.

(firm)

(address)

(signature required)

(print name)

(print title)

(Phone)

(fax)

(Federal)

HACC, Central Pennsylvania's Community College
Request for Proposal
08-31 – CONSTRUCTION MANAGEMENT SERVICES

HACC, Central Pennsylvania's Community College is requesting quotes CONSTRUCTION MANAGEMENT SERVICES for HACC - Central Pennsylvania's Community College. A copy of RFP # 08-31 may be obtained at: www.hacc.edu (click on "Business & Community" – under "Purchasing", click on "Request for Proposals") beginning Monday, January 7, 2008. Responses due by 2:00PM on Wednesday, February 6, 2008 in Whitaker Hall room 130. HACC, Central Pennsylvania's Community College reserves the right to accept or reject any or all Proposals. HACC is committed to providing opportunities for Minority Business Enterprises (MBE), and Woman Business Enterprises (WBE). HACC encourages MBE and WBE firms to submit a Proposal for the Work and all bidders to proactively solicit MBE and WBE firms in the bidding and subcontracting process.