

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE

Request for Proposal
08-47: HVAC MAINTENANCE

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	<input type="checkbox"/>	Will Not	<input type="checkbox"/>	be responding to this RFP.
If not responding, please explain briefly:					

Dates:

Date of Issue: **Monday, April 28, 2008**

Submit Notice of Intent to Attend Site Visit: **Wednesday – May 7, 2008 – by 10:00AM**

Site Visit (Harrisburg): **Thursday – May 8, 2008 – 8:30AM**

Site Visit (Lebanon): **Thursday – May 8, 2008 – 11:30AM**

Site Visit (Lancaster): **Thursday – May 8, 2008 – 2:00PM**

Deadline for Questions: **Friday – May 9, 2008 – by 11:30AM**

Responses to the Questions: **Monday – May 12, 2008 – by Noon**

Submit Notice of Intent to Submit Proposal Due Date: **Wednesday – May 14, 2008 – by 3:00PM**

PROPOSAL DUE DATE: **Thursday – May 15, 2008 – by 9:00AM**

Board Meeting: **Tuesday, June 3, 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.)

HACC Information and Proposal Delivery:

Address: Purchasing Office/W130

One HACC Drive
Harrisburg PA 17110-2999

Contact: Garry Crider, Director of Purchasing
Or Sue Davis, Purchasing Technician

Phone: 717/780-1164

Fax: 717/780-2325

Request For Proposal
HACC, Central Pennsylvania's Community College
#08-47

for

HVAC MAINTENANCE

for

HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE
Harrisburg, PA

DEADLINE TO SUBMIT PROPOSALS:

Thursday, May 15, 2008 by 9:00AM

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, April 28, 2008
Submit Notice of Intent to Attend the Site Visit	Wednesday – May 7, 2008 By 10:00AM
Site Visit (Harrisburg)	Thursday – May 8, 2008 – 8:30AM
Site Visit (Lebanon)	Thursday – May 8, 2008 – 11:30AM
Site Visit (Lancaster)	Thursday – May 8, 2008 – 2:00PM
Deadline for Questions	Friday, May 9, 2008 by 11:30AM
Responses to Questions due back to bidders	Monday, May 12, 2008 by Noon
Submit Notice of Intent To Submit Proposal Due	Wednesday, May 14, 2008 by 3:00PM
Deadline to Submit Proposals	Thursday, May 15, 2008 by 9:00AM
Award of Contract	After Tuesday – June 3, 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 Campus, Harrisburg PA

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

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 HVAC Maintenance at our Harrisburg, Lancaster, and Lebanon Campuses. 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 Director of Purchasing and Business Services 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 Larry Livingston, Coordinator, HVAC Services - 717-780-3278 for the Wildwood Campus.

The Project Manager for this project shall be Mike Toole, Facilities Supervisor - 717-358-2218 for the Lancaster Campus.

The Project Manager for this project shall be Denis Deslongchamp, Facilities Supervisor - 717-270-6369 for the Lebanon Campus.

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 Procurement of HVAC Maintenance.

Interested parties are invited to submit proposals to HACC, Central Pennsylvania's Community College, Purchasing and Business Services, One HACC Drive, Harrisburg PA 17110. Proposals will be accepted until **Thursday, May 15, 2008 by 9:00AM.**

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, general guidelines for submission of proposals, and HACC's HVAC Maintenance Agreement for which HACC will do business.

A. WORKSCOPE

The Workscope for this Request for Proposal is defined in detail in Exhibit "A" to the HVAC Maintenance Agreement. These documents can be found in section VII of this RFP.

B. SITE VISIT

A SITE SURVEY is planned for the Harrisburg, Lancaster, and Lebanon Campuses as follows:

1. **Harrisburg Campus - Thursday, May 8, 2008 @ 8:30AM at the Wildwood Campus, One HACC Drive, Harrisburg, PA 17110 at the College Service Center.**
2. **Lebanon Campus - Thursday, May 8, 2008 @ 11:30AM at 735 Cumberland Street, Lebanon, PA 17042 – meet in the Campus Lobby.**
3. **Lancaster Campus - Thursday, May 8, 2008 @ 2:00PM at the Lancaster Campus located at 1641 Old Philadelphia Pike, Lancaster, PA 17602 at the Facilities Building.**

The Pre-proposal Conference/Site Visit is not mandatory for all prospective Offerors, however, it is recommended that Offerors make an attempt to attend. This will be the only time to view the site.

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 # 08-47" to HACC, Central Pennsylvania's Community College, Purchasing and Business Services Office, ATTN: Garry Crider, Director of Purchasing, One HACC Drive, Harrisburg PA 17110, or by Fax 717-780-2325. Email Questions are acceptable at cgcrider@hacc.edu. Such requests must be received no later than **Friday, May 9, 2008 by 11:30AM.**

Failure of the Proposer to make appropriate inquiries, 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 cgcrider@hacc.edu). Oral communication with any other College employee, unit, department, or organization concerning this 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.

H. EVALUATION

College personnel will solely evaluate the relative merits of each proposal. Proposals will be evaluated on the basis of:

1. Proponent's relevant reputation, experience, and qualifications.
2. Proponent's Project Plan.
3. Financial Considerations.
4. Breadth of quality assurance.

The College's representatives, whose decision shall be final and binding, will analyze all offers. The College may award a contract based on initial proposal(s) received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service available. The College reserves the right to negotiate contract terms after the closing date for receipt of proposals and prior to award.

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, Central Pennsylvania's Community College Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned.

C. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor providing services for Harrisburg Area 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 a period defined in the HVAC Maintenance Agreement in Section VII of this RFP.

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 of 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 State 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. MULTIPLE PROPOSALS

A Contractor may submit more than one (1) proposal. At least one of the proposals must be complete and comply with all stated instructions. However, additional proposals may be in an abbreviated form following the same format, but providing only that information that differs in any way from that contained in the complete proposal.

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 **9:00AM** on or before **May 15, 2008**. Proposals must be in a sealed container, clearly marked "**Proposal RFP # 08-47 – HVAC Maintenance**".

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.

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 Contractor'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 08-47: HVAC Maintenance

VII. EXHIBITS / SPECIFICATIONS -

The attached is HACC's HVAC Maintenance Agreement by which we will do business. This includes the complete scope of work that should be used in providing HACC with a proposal. These terms and conditions are non-negotiable.

HVAC MAINTENANCE AGREEMENT
between

_____ **and** _____
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE

This Agreement is made between HACC, Central Pennsylvania's Community College (HACC), whose primary address is One HACC Drive, Harrisburg, PA 17110 and _____ (Contractor), whose address is _____, is made and entered into for the Contractor to provide services as stipulated below on the Terms and Conditions set forth.

- 1) **Facilities Covered:** HACC's location(s) covered under this Agreement is noted by checkmark:
 - a) Wildwood Campus, One HACC Drive, Harrisburg, PA 17110
 - b) Lancaster Campus, 1641 Old Philadelphia Pike, Lancaster, PA 17602
 - c) Lebanon Campus, 735 Cumberland Street, Lebanon, PA 17042
 - d) Gettysburg Campus, 731 Old Harrisburg Pike, Gettysburg, PA 17325
 - e) York Campus, 2010 Pennsylvania Avenue, York, PA 17404
- 2) **Statement of Work:** The Contractor hereby agrees to furnish and provide appropriate supervision, labor, material, tools and all other items necessary to perform the services herein specified and described in Exhibit "A" to the HVAC Maintenance Agreement.
- 3) **Purchase Order:** All authorizations for the Contractor's Services will be issued by HACC to the Contractor in the form of a Purchase Order which will incorporate the Agreement by reference.

All Purchase Orders issued shall be subject to the Terms and Conditions set forth in this Agreement and any special Terms and Conditions which may be included in a Purchase Order; in the event any general terms and conditions provided with a Purchase Order conflict with any Terms and Conditions in the Agreement, the Terms and Conditions of this Agreement shall prevail.

- 4) **Term of Agreement:** The initial term of this Agreement shall be **two (2) years**, commencing **July 1, 2008 and ending June 30, 2010**, unless terminated earlier as set forth in this Agreement.

HACC, Central Pennsylvania's Community College reserves the option to renew this contract on a year to year basis, up to an additional three years.

- 5) **Payment Terms and Changes:** The payment for services to be provided by the Contractor will be detailed in the assigned purchase order and paid within thirty (30) days. All invoices must be mailed to Accounts Payable Department, at One HACC Drive, Harrisburg, PA 17110.

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

- 6) **Indemnification:** The Contractor shall hold HACC, Central Pennsylvania's Community College harmless from any liability, costs, or penalties, including reasonable attorney's fees, in any way resulting from the performance of the services related to this Contract 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.
- 7) **Insurance:** 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.

- 8) **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.
- 9) **Conduct on HACC's Property:** The Contractor shall at all times maintain good order among its employees and persons brought upon HACC's premises. The Contractor shall confine its employees and all other persons who come onto HACC's premises at Contractor's request or for reasons relating to this Agreement, and its equipment, to that portion of HACC's premises where the work under this Agreement is to be performed, and to roads and gates leading to and from such sites, and to any other area which HACC may designate, and shall comply with all HACC's vehicle and security regulations. The Contractor must be issued ID Badges or sign in an out at the security desk whenever performing work upon HACC's premises.
- 10) **Termination for Default:** HACC may, by written notice to Contractor, terminate the Agreement in whole or in part for default if Contractor fails to perform in accordance with any of the requirements of this Agreement or any related purchase order or to make sufficient progress as to endanger performance of this Agreement or any related purchase order. Any such termination will be at no cost to HACC except for completed Services delivered to and accepted by HACC, prior to said termination, and Contractor shall repay to HACC any progress payments made in excess thereof. Termination hereunder shall not relieve Contractor of performing any un-terminated portion of this Agreement or any related purchase order. In the event of termination pursuant hereto, HACC may procure or otherwise obtain, upon such terms and in such manner as HACC may deem appropriate,

Services similar to those terminated, and Contractor shall be liable to HACC for any damages arising therefrom, including attorney's fees and excess costs incurred by HACC in obtaining similar services.

- 11) **Termination for Convenience:** HACC may, by written notice to Contractor, terminate all or part of this Agreement or any related purchase order for HACC's convenience. Contractor's termination claim proposal shall be based on non-recurring costs not recovered and inventories and materials not usable on other projects, and shall be received by HACC within thirty (30) days of the effective date of termination. HACC shall have the option to verify supporting detail and records of such proposals and negotiate an equitable settlement. No amount for anticipated profit on Services not performed shall be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due Contractor for the un-terminated portion of this Agreement or resultant purchase order exceed any Agreement or purchase order total price. Any termination shall not effect either party's obligation as to any un-terminated portion of the Agreement or related purchase order. Upon receipt of a termination notice, Contractor shall stop work to the extent specified in the notice and take other such action as may be necessary or as HACC may direct to minimize the cost of termination to HACC. In addition, Contractor shall take such actions as may be necessary or as HACC may direct for the transfer, protection, or preservation of property and other rights which become HACC's as a result of termination. Supplier shall promptly refund HACC any payments in excess of the sum of payments due for (a) accepted Services (b) the un-terminated portion of the Agreement or any related purchase order, and (c) termination charges hereunder.
- 12) **Insolvency:** Should Contractor become insolvent, make an assignment for the benefit of creditors, be adjudicated as a bankrupt, admit in writing inability to pay its debts generally as the same become due, or should any proceedings be instituted by Contractor under any State or Federal law for relief of debtors or for the appointment of a receiver, trustee or liquidator of Contractor, or should a petition in bankruptcy or for a reorganization or for an adjunction of Contractor as an insolvent or as a bankrupt be filed, or should an attachment be levied upon Contractor's equipment and not be removed within five (5) days therefrom, then upon the occurrence of any such event, HACC shall thereupon have the right to cancel this Agreement and to terminate all Services then being performed by Contractor hereunder.
- 13) **Rights Upon Orderly Termination:** Upon termination or other expiration of the Agreement, or any related Agreement made hereunder, each party shall forthwith return to the other all papers, materials, and properties of the other held by such party and required to be returned by this Agreement or any such related Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.
- 14) **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 HACC, HACC 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 HACC 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 HACC's decision becoming final and binding upon HACC and Contractor.

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

- 15) **Assignment or Transfer:** This contract may not be assigned or transferred by Contractor, 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.
- 16) **Compliance with Laws:** The Contractor agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and codes in the performance of this Agreement, including the procurement of permits and certificates where needed. The Contractor further agrees to and hereby does indemnify and hold harmless HACC against loss or damage that may be sustained by reason of the failure of the Contractor or its employees or agents to comply with the aforementioned federal, state, county, and local laws, ordinances, regulations, and codes.

This Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither Contractor nor its agents or subcontractors shall discriminate in its employment practices against any person by reason of handicap, race, religion, color, sex, or national origin. The Contractor agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders (including without limitation the provisions of the Americans with Disabilities Act of 1990), as well as other laws and orders relating to the employment of the handicapped, the employment of veterans, and the use of minority business enterprises, to the extent any such laws and others are applicable in the performance of work or furnishing or services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations issued thereunder shall be deemed an integral part of this Agreement to the same extent as if written at length herein.
- 17) **Equal Opportunity and Non-Discrimination:** HACC, Central Pennsylvania's Community College is committed to providing opportunities for woman and minority owned businesses. HACC, Central Pennsylvania's Community College encourages Women & Minority Business Enterprise's to participate in the bidding process but does not grant special status to WMBE's when making procurement decisions. HACC, Central Pennsylvania's Community College is committed to non-discrimination and equal employment opportunity. HACC, Central Pennsylvania's Community College will not knowingly contract with any firm that is not an equal opportunity employer.
- 18) **Right To Audit:** HACC and appropriate designated representatives reserve the right to audit account records and other financial records of the Contractor, as they pertain to HACC. Auditors selected by HACC shall perform such audits.
- 19) **Criminal Background Check:** The Contractor will conduct a thorough criminal background/history check of every employee it intends to assign to work at HACC. The costs associated with conducting such checks will be born by the Contractor.
- 20) **Confidentiality:** The Contractor agrees that all information obtained by or provided to Contractor in carrying out the Services provided for hereunder, including the contents of the Agreement, will be maintained in confidence by the Contractor, and the Contractor will neither publish nor disclose to third persons nor otherwise make use of such confidential information except for the performance of such Services hereunder. This obligation shall not apply with respect to any information (a) which is

already in the possession of the Contractor prior to acquiring the information hereunder, (b) which is or becomes in the public domain through no fault of Contractor, or (c) which is rightfully obtained by Contractor on a non-confidential basis from a third party.

- 21) **Independent Contractor:** HACC and Contractor intend that an independent contractor's relationship shall be created by this Agreement and nothing contained shall be presumed to create an employer / employee relationship. Contractor shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this agreement and shall be responsible for all reports and obligations related to Social Security, income taxes, unemployment and other withholding taxes, workers compensation and similar matters.
- 22) **Paragraph Headings:** All paragraph headings used are for the convenience of the parties only and shall not be considered a part of this Agreement nor used to interpret or construe the intent of the parties hereunder.
- 23) **Advertising or Publicity:** Neither HACC nor the Contractor shall use the name of the other in publicity releases or advertising without securing the prior written consent of the other, provided, however, that the Contractor may refer to HACC in any list of its customers.
- 24) **Non-Waiver:** No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waive of, or excuse for any different or subsequent breach or default.
- 25) **Serverability:** If any provision of the Agreement is in conflict with any statute or rule of law or may be determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed inoperative to the extent that it may conflict therewith or be illegal or unenforceable, and each provision not so affected will be enforced to the full extent provided by law.
- 26) **Governing Law:** 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.

27) **Entire Agreement:** This Agreement and all resultant purchase orders, supplements, attachments, and incorporations constitute the entire agreement between HACC and the Contractor. No conversations, understandings, or agreements varying, extending, or affecting in any way the terms or provisions of this Agreement will be binding on either party unless reduced to writing and duly executed by an authorized representative of each party.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year indicated on the first page hereof.

HACC, Central Pennsylvania's Community College

By: _____

By: _____

Name: _____

Name: George A. Franklin, Jr.

Title: _____

Title: VP Finance & College Resources

Date: _____

Date: _____

**EXHIBIT “A”
STATEMENT OF WORK
to the
HVAC MAINTENANCE AGREEMENT**

GENERAL CONTRACTUAL REQUIREMENTS

Provide a complete program of preventive maintenance for the cooling and heating equipment listed in “Schedule A”.

Maintain the equipment in good working order.

Provide trained technicians to perform all preventive maintenance tasks in accordance with the guidelines issued by manufacturers.

The Preventive Maintenance program will include a spring time startup and one summer operating inspection. There will be a fall shutdown of chillers and startup of rooftop heating equipment with one winter operating inspection.

The number of inspections for the chillers, condensers, package units, etc are a total of 4 times; start up, shut down, and 2 PMs – mid winter, mid summer.

Contractor is expected to provide a written report of findings, corrective action and recommendations following each visit.

Oil analysis are performed on just the chillers and reciprocating compressors.

Around-the-Clock Emergency Service, 7 Days/Week – Trained Technicians will respond to ensure proper and reliable operation of all items listed in “Schedule A”.

- 4-Hour Response Time on Emergency Calls
- 24 Hours/Day – 7 Days/Week (Including Holidays)
- Will provide emergency service for the units listed in “Schedule A”. All emergency service performed during or after normal working hours will be billed at standard billing rate for regular time and overtime work less 10%.

Refrigerant Conservation Services – Perform additional leak detection activities and other services, including the use of storage and recycling equipment, in order to ensure compliance with the Clean Air Act and other state and local regulations on all items containing CFC and HCFC refrigerants listed in “Schedule A”. A list of technicians’ names and certifications will be required of all technicians working on college equipment.

Air Filters – Air filter panels will be provided by HACC.

A. ***For Air-Cooled & Water-Cooled Package Units*** ([WILDWOOD](#))

FOR THE COOLING SEASON

Cooling season start-up preparation and inspection

1. Check auxiliary equipment operation
2. Check refrigerant charges
3. Check the crankcase heater, oil temperature
4. Check and testing all operation and safety controls
5. Check for proper voltage and operation
6. Start the unit and calibrate controls
7. Check the proper settings for sub cooling and super heat
8. Log operation conditions after the unit stabilizes
9. Review operating procedures with the operator
10. Remove debris from inside and around the unit
11. Inspect condenser coils for blockage. Chemically clean if needed.
12. Inspect and tighten electrical connections
13. Check the fan and fan motor operation after start-up
14. Inspect evaporator coils, fan sections, and belts
15. Replace air filters.

Operating Season Inspections

1. Check for general condition and operation
2. Log operating conditions and identify inconsistencies
3. Adjust operating controls if required
4. Check for proper refrigerant charge
5. Check the oil temperature and crankcase heater
6. Inspect contactor, relays and controls
7. Inspect the air-cooled condenser fans, and motor operation
8. Remove debris from inside and around the unit
9. Review operating procedures and the owner's log with the operator
10. Replace air filters if needed

The annual equipment shutdown inspection and PM

1. Meg and record motor winding resistance
2. Check and conduct an oil acidity test
3. Conduct a leak check and correct leaks.
4. Check the crankcase heater for proper operation
5. Tighten the power wiring on contactors and in the motor terminal box
6. Clean all contactors and recommend replacement if required
7. Check all relays, operating controls and safeties
8. Check and calibrate all controls, safeties, and external interlocks
9. Check all suction and discharge compressor valves
10. Replace air filters.

FOR THE HEATING SEASON

1. Check gas train and control valves to ensure proper operation.

2. Check control panel for loose connections and ensure proper operation
3. Check blower operation and belts for tightness
4. Check heat exchangers for cleanliness and general condition
5. Start-up, test, check and adjust controls and safety devices
6. Replace air filters if needed.

B. *For Water Cooled Screw Type Chillers* ([WILDWOOD](#))

FOR THE COOLING SEASON

Cooling season start-up preparation and inspection

1. Check auxiliary equipment operation
2. Check refrigerant charges
3. Change the oil (as required)
4. Check the crankcase heater, oil temperature
5. Check and test all operation and safety controls
6. Check for proper voltage and starter operation
7. Start the unit and calibrate the controls.
8. Check the proper settings for sub cooling and super heat
9. Log operating conditions after the unit stabilizes
10. Review operating procedures with the operator
11. Inspect and tighten electrical connections

Operating Season Inspections

1. Check for general condition and operation
2. Log operating conditions and identify inconsistencies
3. Adjust operating controls if required
4. Check for proper refrigerant charge
5. Check the oil temperature and crankcase heater
6. Inspect starter, relays and controls
7. Inspect the condenser pumps and motor operation
8. Review operating procedures and the owner's log with the operator

The annual equipment shutdown inspection and PM

1. Meg and record motor winding resistance
2. Check the oil level in the compressor; adding oil as required; and conducting an oil acidity tests. Provide test results to HACCC.
3. Conduct a leak check and correct leaks.
4. Change the filter-dryer (as required).
5. Check the crankcase heater for proper operation.
6. Tighten the power wiring on contractors and in the motor terminal box.
7. Clean all contactors and recommend replacement if required.
8. Check all relays, operating controls and safeties.
9. Check and calibrate all controls, safeties, unloaders and external interlocks.
10. Check the suction and discharge compressor valves.
11. **Inspect condenser tubes for blockage and mechanically brush clean condenser tubes.**

C. **For For Water Cooled Screw Type Chillers ([LANCASTER](#))**

FOR THE COOLING SEASON

Cooling season start-up preparation and inspection

12. Check auxiliary equipment operation
13. Check refrigerant charges
14. Change the oil (Per manufacturers requirements)
15. Check the crankcase heater, oil temperature
16. Check and test all operation and safety controls
17. Check for proper voltage and starter operation
18. Start the unit and calibrate the controls.
19. Check the proper settings for sub cooling and super heat
20. Check the condenser fan operation
21. Log operating conditions after the unit stabilizes
22. Review operating procedures with the operator
23. Inspect and tighten electrical connections
24. **Inspect condenser tubes for blockage and mechanically brush clean condenser tubes.**

Operating Season Inspections

9. Check for general condition and operation
10. Log operating conditions and identify inconsistencies
11. Adjust operating controls if required
12. Check for proper refrigerant charge
13. Check the oil temperature and crankcase heater
14. Inspect starter, relays and controls
15. Inspect the condenser pumps and motor operation
16. Replace filter dryers
17. Replace compressor oil filters and “O” rings. Change oil if oil analysis deems necessary.
18. Review operating procedures and the owner’s log with the operator

The annual equipment shutdown inspection and PM

12. Meg and record motor winding resistance
13. Check the oil level in the compressor; adding oil as required; and conducting an oil acidity tests. Provide test results to HACC.
14. Conduct a leak check and correct leaks.
15. Check the crankcase heater for proper operation.
16. Tighten the power wiring on contactors and in the motor terminal box.
17. Clean all contactors and recommend replacement if required.
18. Check all relays, operating controls and safeties.
19. Check and calibrate all controls, safeties, unloaders and external interlocks.
20. Check the suction and discharge compressor valves.

D. Air Conditioning – Roof Top & Ground Units ([LANCASTER](#))

FOR THE COOLING SEASON

Cooling Season Startup Inspection

1. Check auxiliary equipment operation
2. Check refrigerant charges
3. Check the crankcase heater, oil temperature
4. Check and test all operation and safety controls
5. Check for proper voltage and operation
6. Start the unit and calibrate controls
7. Check the proper settings for sub cooling and super heat
8. Log operation conditions after the unit stabilizes
9. Review operating procedures with the operator
10. Remove debris from inside and around the unit
11. Inspect condenser coils for blockage. Chemically clean if needed.
12. Inspect and tighten electrical connections
13. Check condenser fan motor operation.
14. Inspect evaporator coils. Chemically clean if needed.
15. Check evaporator blower and belts. Replace if needed.
16. Check and lube blower bearings.
17. Check return air fan and belts. Replace if needed.
18. Replace air filters.

Heating Season Startup Inspection

1. Check gas train and control valves to ensure proper operation.
2. Check control wiring and connections to ensure proper operation
3. Check evaporator and return air blower operation and belts for tightness
4. Check gas fired heat exchangers for cleanliness and general condition, adjust if necessary. Clean if needed.
5. Start-up, test and adjust controls and burners for efficient operation.

E. For Cleaver Brooks Boilers ([LANCASTER](#))

Heating Season Startup Inspection

1. Check combustion chamber ensure proper operation.
2. Check the refractory to ensure proper operation
3. Inspect the burner for proper operation.
4. Inspect the controls & safeties.
5. Check the pressure relief valves.
6. Check the electrical connections for tightness, particularly on starters and mechanical relays
7. Check gas pressures
8. Check hi/ lo limits and water pressures
9. Perform a boiler operation analysis – computer aided printout to be stored with records.
10. Start-up, test and adjust controls and burners for efficient operation.

F. For Munters Dehumidification Systems ([LANCASTER](#))

1. Check gas train and control valves to ensure proper operation.

2. Check control wiring and connections to ensure proper operation
3. Check evaporator and return air blower operation and belts for tightness
4. Check pressures
5. Check relays, contactors and safeties
6. Start-up, test and adjust controls and burners for efficient operation.

Air Filters – Air filter panels will be provided by HACC.

G. For Air-Cooled & Water-Cooled Package Units ([LEBANON](#))

FOR THE COOLING SEASON

Cooling season start-up preparation and inspection

16. Check auxiliary equipment operation
17. Check refrigerant charges
18. Check the crankcase heater, oil temperature
19. Check and testing all operation and safety controls
20. Check for proper voltage and operation
21. Start the unit and calibrate controls
22. Check the proper settings for sub cooling and super heat
23. Log operation conditions after the unit stabilizes
24. Review operating procedures with the operator
25. Remove debris from inside and around the unit
26. Inspect condenser coils for blockage. Chemically clean if needed.
27. Inspect and tighten electrical connections
28. Check the fan and fan motor operation after start-up
29. Inspect evaporator coils, fan sections, and belts
30. Replace air filters.

Operating Season Inspections

11. Check for general condition and operation
12. Log operating conditions and identify inconsistencies
13. Adjust operating controls if required
14. Check for proper refrigerant charge
15. Check the oil temperature and crankcase heater
16. Inspect contactor, relays and controls
17. Inspect the air-cooled condenser fans, and motor operation
18. Remove debris from inside and around the unit
19. Review operating procedures and the owner's log with the operator
20. Replace air filters if needed

The annual equipment shutdown inspection and PM

10. Meg and record motor winding resistance
11. Check and conduct an oil acidity test
12. Conduct a leak check and correct leaks.
13. Check the crankcase heater for proper operation
14. Tighten the power wiring on contactors and in the motor terminal box
15. Clean all contactors and recommend replacement if required
16. Check all relays, operating controls and safeties
17. Check and calibrate all controls, safeties, and external interlocks
18. Check all suction and discharge compressor valves
10. Replace air filters.

FOR THE HEATING SEASON

7. Check gas train and control valves to ensure proper operation.
8. Check control panel for loose connections and ensure proper operation
9. Check blower operation and belts for tightness
10. Check heat exchangers for cleanliness and general condition
11. Start-up, test, check and adjust controls and safety devices
12. Replace air filters if needed.

H. *For Water Cooled Screw Type Chillers* ([LEBANON](#))

FOR THE COOLING SEASON

Cooling season start-up preparation and inspection

25. Check auxiliary equipment operation
26. Check refrigerant charges
27. Change the oil (as required)
28. Check the crankcase heater, oil temperature
29. Check and test all operation and safety controls
30. Check for proper voltage and starter operation
31. Start the unit and calibrate the controls.
32. Check the proper settings for sub cooling and super heat
33. Log operating conditions after the unit stabilizes
34. Review operating procedures with the operator
35. Inspect and tighten electrical connections

Operating Season Inspections

19. Check for general condition and operation
20. Log operating conditions and identify inconsistencies
21. Adjust operating controls if required
22. Check for proper refrigerant charge
23. Check the oil temperature and crankcase heater
24. Inspect starter, relays and controls
25. Inspect the condenser pumps and motor operation
26. Review operating procedures and the owner's log with the operator

The annual equipment shutdown inspection and PM

21. Meg and record motor winding resistance
22. Check the oil level in the compressor; adding oil as required; and conducting an oil acidity tests. Provide test results to HACC.
23. Conduct a leak check and correct leaks.
24. Change the filter-dryer (as required).
25. Check the crankcase heater for proper operation.
26. Tighten the power wiring on contractors and in the motor terminal box.
27. Clean all contactors and recommend replacement if required.
28. Check all relays, operating controls and safeties.
29. Check and calibrate all controls, safeties, unloaders and external interlocks.
30. Check the suction and discharge compressor valves.
31. **Inspect condenser tubes for blockage and mechanically brush clean condenser tubes.**

EXHIBIT "B"
PRICING
to the
HVAC MAINTENANCE AGREEMENT

SCHEDULE "A"
EQUIPMENT LIST
to the
HVAC MAINTENANCE AGREEMENT

Wildwood Campus

Location	Equipment Type	Qty.	Manufacturer	Model #
Library	Water Cooled Screw Chillers	2	Dunham Bush	HWSC60DQ
Cooper	Water Cooled Screw Chillers	1	Dunham Bush	WCX180TBQ
Whitaker	Water Cooled Screw Chillers	2	Dunham Bush	WCX141BQ
Blocker	Water Cooled Screw Chillers	2	Dunham Bush	WCX141BQ
Evans	Air Cooled Screw Chiller	1	Dunham Bush	ACDZ120B
Evans	Heat Recovery	1	Desert Aire	ND3004MCXTI8940
Evans	Remote Condenser	1	Witt	RCS040VH
Rose Lehrman (west)	Roof Top Package	1	York	D1EG240N224046CFF
Rose Lehrman (west)	Roof Top Package	1	York	D1EG120N20046JSF
Rose Lehrman (west)	Roof Top Package	1	York	Y14BN24A11DBABC
Rose Lehrman (east)	Roof Top Package	1	York	D2CG300N24046CFA
Stabler	Split System	1	York	H1CE180A46A
CCTA	Air Cooled Chiller	1	York	YCRJ55H00
CCTA	Remote Condenser	1	York	VCB193

Lancaster Campus

Location	Equipment Type	Qty.	Manufacturer	Model #
Location	Equipment Type	Qty.	Manufacturer	Model #
Main Building	300 T Air Cooled Screw Chiller	1	York	YCASO25OE46
Main Building	25 T Roof Top Package Unit #1	1	York	Y12AN24M9KAA BBC
Main Building	25 T Roof Top Package Unit #10	1	York	Y13AN24M1ODSA EF
Main Building	15 T Roof Top Package Unit #2	1	York	D2C618ON24O46E CE
Main Building	40 T Ground Package Unit	1	York	Y14EN44M2ODNA EF
East Building	420 T Air Cooled Screw Chiller	1	York	YCAS0440EC46Y GADBT
East Building	Roof Top Package Unit #1	1	York	D2NA060N09046D
Main Building	Flex Tube Boiler #1	1	Cleaver Brooks	BT00 7330
Main Building	Flex Tube Boiler #2	1	Cleaver Brooks	BT00 7329
Main Building	Domestic Hot Water Heater #1	1	A O Smith	BTP 140 199
Main Building	Domestic Hot Water Heater #2	1	A O Smith	BTP 140 720
East Building	Flex Tube Boiler #1 FLX 70o	1	Cleaver Brooks	BT8923
East Building	Flex Tube Boiler #2	1	Cleaver Brooks	BT8924
East Building	Domestic Hot Water Heater #1	1	A O Smith	87P150-199,000
East Building	Domestic Hot Water Heater #2	1	A O Smith	87P150-199,000
East Building	Dehumidification System - Gas DH1, DH2, DH4, DH5	4	Munters	RM201GG
East Building	Dehumidification System - Air Conditioning DH3	1	Munters	HCU204 300006 10200 1

Lebanon Campus

Location	Equipment Type	Qty.	Manufacturer	Model #
Dixon Hall	Air Cooled Chiller	1	York	YCAV
Dixon Hall	Air Handling Units	4	Carrier	39ED48
Dixon Hall	Return Air Fans	4	Hartzell	TBD
Dixon Hall	Boiler	2	Patterson	N1200
Dixon Hall	Chilled Water Circulator Pumps	2	Armstrong	TBD
Dixon Hall	Duplex ATC Compressor	1	Curtis	6DH6C
Dixon Hall	Hot Deck Circulator Pump	2	TACO	FM2508 8.45 B2F2LO

VIII. COST PROPOSAL SHEET for 08-47: HVAC MAINTENANCE

The Offeror shall propose the costs to furnish the services in accordance with this RFP. Award will be made to the Contractor whose proposal is most advantageous to the College in accordance with Section VI: Format for Proposal.

Include in the proposal the time to change all filter driers and to remove end bells and check all condenser tubes and change oil.

WILDWOOD CAMPUS:

YEAR	QUARTERLY COST:	ANNUAL COST:
First Year Cost:	\$ _____	\$ _____
Second Year Cost	\$ _____	\$ _____

LANCASTER CAMPUS:

YEAR	QUARTERLY COST:	ANNUAL COST:
First Year Cost:	\$ _____	\$ _____
Second Year Cost	\$ _____	\$ _____

LEBANON CAMPUS:

YEAR	QUARTERLY COST:	ANNUAL COST:
First Year Cost:	\$ _____	\$ _____
Second Year Cost	\$ _____	\$ _____

Cost for Standard Billing Rate for emergency services: \$ _____/hr

Cost for Overtime Billing Rate for emergency services: \$ _____/hr

Cost for Standard Billing Rate for repairs: \$ _____/hr

Cost for Overtime Billing Rate for repairs: \$ _____/hr

Company Name: _____

Print Signature: _____

Authorized Signature: _____

Date: _____

IX. Notification of Intent to Submit Proposal

NOTIFICATION OF INTENT TO SUBMIT PROPOSAL

Please refer to the Request for Proposal Package covering HVAC Maintenance for Proposal Number **08-47: HVAC Maintenance** 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 **Wednesday, May 14, 2008 by 3:00PM**. 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 _____

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: _____

X. Notification of Intent to Attend the Site Visit

**Notice of Intent to Attend the Site Visit
FOR THE WILDWOOD CAMPUS**

Please refer to the Request for Proposal Package covering the HVAC Maintenance, Request for Proposal # 08-47: HVAC Maintenance.

If you **will or will not** be attending the tour of our facilities, 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 **Wednesday, May 7, 2008, 10:00AM.**

Name of Organization _____

Mailing Address _____

Representative's Name _____

Representative's Title _____

Phone Number _____

FAX Number _____

We intend on doing the following: (check one)

- 1. () We will attend for the tour
- 2. () We will NOT attend

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

Signed: _____ Date: _____

Note: this form may be faxed to Garry Crider at 717-780-2325.

**Notice of Intent to Attend the Site Visit
FOR THE LANCASTER CAMPUS**

Please refer to the Request for Proposal Package covering the HVAC Maintenance, Request for Proposal # **08-47: HVAC Maintenance**.

If you **will or will not** be attending the tour of our facilities, 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 **Wednesday, May 7, 2008, 10:00AM**.

Name of Organization _____

Mailing Address _____

Representative's Name _____

Representative's Title _____

Phone Number _____

FAX Number _____

We intend on doing the following: (check one)

- 1. () We will attend for the tour
- 2. () We will NOT attend

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

Signed: _____ Date: _____

Note: this form may be faxed to Garry Crider at 717-780-2325.

**Notice of Intent to Attend the Site Visit
FOR THE LEBANON CAMPUS**

Please refer to the Request for Proposal Package covering the HVAC Maintenance, Request for Proposal # 08-47: HVAC Maintenance.

If you **will or will not** be attending the tour of our facilities, 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 **Wednesday, May 7, 2008, 10:00AM.**

Name of Organization _____

Mailing Address _____

Representative's Name _____

Representative's Title _____

Phone Number _____

FAX Number _____

We intend on doing the following: (check one)

- 1. () We will attend for the tour
- 2. () We will NOT attend

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

Signed: _____ Date: _____

Note: this form may be faxed to Garry Crider at 717-780-2325.

HACC, Central Pennsylvania's Community College
Request for Proposal
08-47 – HVAC MAINTENANCE

HACC, Central Pennsylvania's Community College is requesting quotes for **HVAC Maintenance**. A copy of **RFP # 08-47** may be obtained at: www.hacc.edu (click on "Business & Community" – under "Purchasing", click on "Request for Proposals") beginning **Monday, April 28, 2008**. Responses due by **9:00AM** on **Thursday, May 15, 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.