

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE
Request for Proposal
#09-15 Police Tactics Building

Acknowledgement: Please acknowledge receipt of this RFP by completing the information requested below and faxing to (717) 780-2325 and (717) 233-1666 upon receipt. **Please also include this page with your response.**

| | | | |
|-------------------------------------|--|---------------|--------|
| Bidder 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: September 17, 2008

Notice of Intent to Submit Proposals: September 24, 2008

Pre-bid Meeting and Site Visit: N/A

Proposals Due: October 14, 2008 at 2:00pm

Trustees Meeting: November 4, 2008

(Please note: Final official bid results will be released after this date. All bidders who respond to the RFP will receive an award notification letter in the mail within one week of this date.)

Proposals are to be delivered to:

Address: Purchasing and Business Services Office – Whitaker Hall, Room 130
HACC, Central Pennsylvania’s Community College
One HACC Drive
Harrisburg PA 17110-2999

Attention: Garry Crider, Director of Purchasing

Phone: (717) 780-1164

Request For Proposal
#09-15 Police Tactics Building

HACC, Central Pennsylvania's Community College
HARRISBURG CAMPUS
Harrisburg, PA

DEADLINE TO SUBMIT PROPOSALS: October 14, 2008 at 2:00pm

DELIVER PROPOSALS TO: Purchasing Office, Whitaker Hall, Room 130
HACC, Central Pennsylvania's Community College
One HACC Drive
Harrisburg, PA 17110
Phone: (717) 780-1164

DIRECT QUESTIONS TO: Eastern pcm, LLC
Construction/Project Manager
212 Locust Street, Suite 604
Harrisburg, PA 17101
Phone: (717) 233-3816
Fax: (717) 233-1666
Contact: William P. Morgan

BID PACKAGES OBTAINED FROM: Eastern pcm, LLC
Construction/Project Manager
212 Locust Street, Suite 604
Harrisburg, PA 17101
Phone: (717) 233-3816
Fax: (717) 233-1666
Contact: William P. Morgan

Visit the Purchasing page of the HACC website at
www.hacc.edu or copy the following link into your browser:

<http://www.hacc.edu/index.cfm?fuseaction=purchasing.Request%20for%20Proposals&id=2111>

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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 | September 17, 2008 |
| Notice of Intent to Submit: | September 24, 2008 |
| Pre-bid Meeting and Site Visit | N/A |
| Proposals Due – Delivered to HACC, Harrisburg Campus | October 14, 2008 at 2:00 pm |
| Award of Contract by HACC Board of Trustees | November 5, 2008 |

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 – Harrisburg 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 Bidder 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 Campus, Harrisburg, PA

Bidder, Contractor, Proposer, 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 contract services for the **Police Tactics Building**. 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 Bidders 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 a Bidder may be grounds for rejection of the Bidders proposal. Bidder 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 scope of work 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 William P. Morgan, Project/Construction Manager, Eastern pcm, LLC, Telephone No. (717) 233-3816.

The HACC Harrisburg Campus Facilities Contact shall be Joseph Wojtysiak, Harrisburg Campus Facilities Executive Director, Telephone No. (717) 780-2520.

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.

Pay Applications are to be addressed to HACC and submitted to Eastern pcm, LLC on the 25th of the month, estimated through the 30th. Payment will be made by the 30th of the following month.

Payment Application Forms: Use AIA Document G702/CMA and AIA Document G703 Continuation Sheets as form for Applications for Payment. Both forms are attached as Exhibit 'A'.

Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. Owner will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

Transmittal: Submit three signed and notarized original copies of each Application for Payment to Owner by a method ensuring receipt within 24 hours.

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 acquisition to contract services to construct a modular building for the purpose of providing police tactics training.

Interested parties are invited to submit proposals to HACC, Central Pennsylvania's Community College, Purchasing and Business Services Office, Whitaker Hall, Room 130, One HACC Drive, Harrisburg PA 17110. Proposals will be accepted until 2:00pm on October 14, 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. SCOPE OF WORK

The Work Scope and Specification(s) for this Request for Proposal is defined in detail in Section IX: EXHIBITS/SPECIFICATIONS.

B. PRE-BID MEETING/SITE VISIT

N/A

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, discussed at the Mandatory Bidders Conference, or distributed as an addendum by the College Purchasing Office.

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 William P. Morgan, Project/Construction Manager, Eastern pcm, LLC (717) 233-3816 or bmorgan@easternpcm.com. Oral communication with any 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, Eastern pcm, LLC, the Project/Construction Manager, will provide addenda in writing to the Proposers. All Proposers must return the "Notice of Intent to Submit Proposal" form, Section XI, as instructed. Addenda will also be posted on HACC's Purchasing Website. Refer to Bid Advertisement. No oral statements, explanations, or commitments by whosoever 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. BID SECURITY

For all projects in excess of \$10,000, bid security in the form of a Bid Bond or Certified Check in the amount of 10% of the amount bid is to be provided with the submission of the bid.

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 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 the following minimum insurance:

1. Workers' Compensation:
 - (a) State: **Pennsylvania** Statutory
 - (b) Applicable Federal (e.g., Longshoremen, Harbor Work, Work at or outside U.S. Boundaries): Statutory
 - (c) Employer's Liability: Statutory
 - (d) Benefits Required by Union labor contracts: As applicable.
2. General Liability

| | |
|---|-------------|
| (a) General Aggregate | \$2,000,000 |
| (b) Products & Completed Operations Aggregate | \$2,000,000 |
| (c) Personal & Advertising Injury | \$1,000,000 |
| (d) Each Occurrence | \$1,000,000 |
3. Excess Liability \$2,000,000
4. Business Automobile Liability \$1,000,000
Per Accident

The Contractor shall name as Additional Insured, on all insurance policies, the following:

1. HACC, Central Pennsylvania's Community College
2. Eastern pcm, LLC

E. BONDS

The Contractor shall provide a Performance & Payment Bond for 100% of the value of the work on all projects in excess of \$50,000. Form of Performance & Payment Bond is included as Exhibit 'B'.

All Proposers/Bidders shall provide a Bid Guarantee in the form of a Bid Bond or Certified Check made payable to HACC, Central Pennsylvania's Community College, in the amount of ten percent (10%) of the amount bid. Form of Bid Bond is attached as Exhibit 'C'.

F. 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.

G. CONTRACT MANAGER

Eastern pcm, LLC, the Project/Construction Manager, 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.

H. TERM OF CONTRACT AND INSTALLATION

All work must be started on November 9, 2008 and completed by March 15, 2009.

I. SAMPLE FORM OF CONTRACT

See attached Exhibit 'D'.

IV RIGHTS AND REMEDIES

A. ARBITRATION

All claims, disputes, and other matters in question between the Contractor and the Owner arising out of or relating to this Agreement, the Project, the Work, the Contract Documents or the breach thereof may, at the Owner's sole option, and only upon the exercise of that sole option by the Owner, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The Contractor may not unilaterally elect arbitration or cause arbitration to occur. The Owner has the sole discretion to decide whether or not any such claims, disputes or other matters shall be submitted for arbitration."

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. MULTIPLE PROPOSALS – NOT APPLICABLE

E. PROPOSAL DEADLINE

To be considered for selection, proposals shall be delivered to HACC, Central Pennsylvania's Community College Purchasing and Business Services Office, Whitaker Hall, Room 130, One HACC Drive, Harrisburg, PA, 17110, on or before October 14, 2008 at 2:00pm. Proposals must be submitted in duplicate in a sealed envelope, clearly marked "Proposal RFP # 09-15 Police Tactics Building"

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

Two (2) copies of the General Proposal will be submitted in a sealed envelope clearly marked with the name of the Proposer and labeled "Proposal RFP # 09-15 – Police Tactics Building".

Address the Proposal as follows:

Proposal RFP # 09-15
Police Tactics Building
HACC, Central Pennsylvania's Community College
Purchasing and Business Services Office
Whitaker Hall, Room 130
One HACC Drive
Harrisburg, PA 17110
ATTN: Garry Crider, Director of Purchasing

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: X. Bid Form for #09-15 – Police Tactics Building

VII EVALUATION

A. PROPOSAL PROCESS

1. After the date established for receipt of proposals, a register of proposals shall be prepared which shall include the name of each Proposer. The register of proposals shall

be open to public inspection only after award of the contract. No additional proposals will be accepted after the opening date.

2. The evaluation shall be based on the evaluation factors set forth in this request for proposal. Factors not specified in the request for proposal shall not be considered.
3. For the purpose of conducting discussions, proposals shall be initially classified as:
 - (a) responsive; or
 - (b) non-responsive.
4. Discussions may be held with one or more Proposers to:
 - (a) promote understanding of the College's requirements and the Proposers' proposals; and
 - (b) facilitate arriving at a contract that will be most advantageous to the College taking into consideration all factors set forth in the request for proposals.
 - (c) Discussions may include oral presentations, interviews, demonstrations, responses to specific questions, modifications, and negotiations. Proposers shall not be informed of their rank at the time of discussions. The College reserves the right to visit and inspect other sites of the potential Contractor.
 - (d) Proposers must be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.
 - (e) One or more Proposers may be provided an opportunity to submit a "best and final" offer.
5. References and the credit and financial responsibility of the Proposers may be verified as appropriate.

B. EVALUATION CRITERIA

The selection of the Contractor will be made after evaluating proposals, based upon the responsiveness of the proposals to the goals and objectives of the College's needs.

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, and the ability of the Contractor to provide an advantageous time schedule for providing service. The inability of any respondent to meet the requirements may be cause for rejection of his/her proposal.

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. EXHIBITS / SPECIFICATIONS

PROJECT SUMMARY

INTRODUCTION

HACC, Central Pennsylvania's Community College - Harrisburg Campus plans to construct a modular building for the purpose of Police Tactics Training.

The Contractor will provide all labor, equipment and materials to construct this facility.

All work will be constructed in accordance with the plans and specifications prepared by:

Eastern PCM, LLC
Drawing No: A-1
Dated: July 29, 2008
Titled: HACC – Central Pennsylvania's Community College
Police Tactics Training Facility

SCOPE OF WORK AND SPECIFICATIONS

The following description of the scope of Contractor's Work is not a complete description of Contractor's obligations on this Project, and the Contractor is reminded to familiarize itself with all relevant Contract Documents. The Work of this Contract: 1) consists of the work detailed by the following specification sections; 2) is not restricted by the division of drawings, specifications and addenda; 3) shall consist of providing all labor, materials, equipment, and whatever else is necessary to complete the Work, and; 4) shall be extensively coordinated with the work of the Owner. Failure of Contractor to request specifications or other information referred to by reference in the drawings, specifications and addenda shall not relieve Contractor of its responsibility for complying with all provisions contained therein. The term "providing" as contained herein means the furnishing and installing of labor, material and equipment unless specifically indicated otherwise.

It is understood that the requirements given below may differ from manufacturers' standard or custom lines. Contractors are encouraged to submit proposed differences to Eastern PCM, LLC for consideration. Approved items will be issued in an addendum to the contract documents. Bids will be expected to comply fully with the contract documents, without exception. No relief will be given on the basis that a manufacturer cannot meet the requirements as set forth in the contract documents.

1. Specifications:
 - A. Size: 36'-0" x 60'-0"
 - B. Square feet: 2,160
 - C. Codes: IBC; assembly occupancy.
 - D. Specifications outlined in section 2.
2. Scope of Work items include, but are not limited to, providing the following:
 - A. The duration of installation shall commence on the date of the Notice to Proceed and shall be fully completed no later than February 1, 2009. Coordinate and schedule work activities with Eastern PCM, LLC.
 - B. Days and hours of construction shall be Monday through Friday from 7:00 AM to 7:00 PM EST; extended hours may occur with permission from the Owner.
 - C. The Owner's training operations will be ongoing throughout construction. Contractor shall work with the Owner to accommodate ongoing training operations while maintaining the scheduled completion date.
 - D. Foundation plan to include the modular building, decks and ramps. Plan shall include the size and spacing of all footings and piers. Plan(s) shall be sealed by a structural engineer licensed in the Commonwealth of Pennsylvania.
 - E. Framing plan for decks, landings, ramp and stairs. Provide specific framing information, including joist sizes, spacing, and deck material. Ramps, decks and landings shall be certified for 60-psf live

- load. Plan(s) shall be sealed by a structural engineer licensed in the Commonwealth of Pennsylvania.
- F. Demolition and lawful disposal of the existing Police Tactics Training Facility including, but not limited to:
 - a. Footings to 1'-0" below grade.
 - b. Backfill and compaction, to grade, of holes resulting from demolition activities. In areas to be seeded, provide 6" of imported topsoil.
 - c. Wooden steps and/or walkways including footings as described above.
 - G. Excavation for new foundation systems. Excavation to be figured as unclassified, i.e., rock excavation is to be removed by the Contractor and the Owner is not be responsible for additional payments due to the presence of rock and/or removal of existing foundations buried in place.
 - H. Compaction of footing bottoms to achieve suitable bearing. The Owner shall engage the services of a testing agency to certify bearing. Contractor shall notify Eastern PCM, LLC forty-eight hours prior to the time of testing so as not to delay footing installation.
 - I. Reinforced concrete pier footings.
 - J. Reinforced masonry piers. Concrete piers may be used in lieu of masonry piers.
 - K. Soil anchors as required by the structural design.
 - L. Tie-down hardware between masonry piers and modular building sub-frame.
 - M. Hitches to be removed and stored above-grade underneath the structure.
 - N. Frame:
 - a. 'I'-beam frame at 8'-0" on center.
 - b. Outrigger frame.
 - O. Floor construction:
 - 1. 2x8 #2 SYP joists at 16" on center.
 - 2. 3/4" T&G Sturdi-floor plywood decking.
 - 3. R-25 or higher insulation.
 - 4. Woven nylon impregnated vinyl bottom board.
 - P. Wall construction:
 - a. 2x4 #2 SYP exterior @ 16" on center.
 - b. 8'-0" ceiling height.
 - c. Double top plates, single bottom plates.
 - d. Exterior walls: R-19 or higher insulation; interior walls: R-11 insulation.
 - e. 3/8" exterior plywood sheathing.
 - f. Air infiltration barrier.
 - Q. Roof construction:
 - a. 2x6 #2 SYP ceiling joists @ 16" on center or approved equal.
 - b. Hurricane straps.
 - c. Roof ventilation.
 - d. Roof sheathing: 7/16" OSB.
 - e. .045 EPDM fully-adhered roofing.
 - f. R-30 or higher insulation.
 - R. Windows, high-impact:
 - a. 36" wide x 54" Energy Star windows; high performance with low-E coating, U-values of 0.31 or less, and solar heat gain co-efficient (SHGC) of 0.38. 1/2" insulating glass.
 - b. Double-hung operation w/tilt-in sash.
 - c. White maintenance free aluminum or vinyl frames.
 - d. Insect screens.
 - S. Doors and trim:
 - a. High-impact prefinished, insulated, galvanized steel exterior doors with weather stripping, 36" wide x 80" high w/ closers, panic devices and dead-bolt locks.
 - b. Six-panel interior doors with colonial trim.
 - c. Finish hardware per HACC standard to include closers, panic devices and dead-bolts.
 - T. General interior and exterior finishes:
 - a. Hardipanel™ siding w/ false mansard.
 - b. Vinyl skirt perimeter in a color selected by the Owner.
 - c. Low or no-VOC materials, finishes and paints.
 - d. 1/2" drywall walls with a level 4 finish.
 - e. Suspended acoustical ceiling.

- f. 1/8" thick solid vinyl composition tile w/ 4" high rubber base.
- g. Eggshell finish paint interior walls in color selected by the Owner.
- h. Painted semi-gloss moldings, trim and doors.
- U. Plumbing:
 - a. ADA compliant restroom vanity, tank toilet, hot and cold running water, mirror, grab bars (2), toilet tissue dispenser, towel rack, coat hooks (2) and soap dispenser.
 - b. Tankless water heater (.75 gallons per minute).
 - c. Extend water and sewer line underground to the point of existing service, no more than 5' outside the existing building footprint. Final connection by Owner.
 - d. Freeze protection for water and sewer lines.
- V. Heating and air conditioning:
 - a. Three – 3-ton units minimum.
 - b. Ducted supply and return.
 - c. Fresh air capacity: 20 cfm per person based on maximum occupancy.
 - d. Efficient heat pump with energy recovery wheel.
 - e. 13 SEER or higher split system air conditioner.
 - f. Programmable thermostats.
 - g. 10kW electric resistance heat strips.
 - h. Ceiling ducts with adjustable supply vents.
- W. Electrical:
 - a. Owner shall bring secondary service to a panel provided by the Contractor.
 - b. Three - 240 volt, 100 amp service panels.
 - c. Copper wiring throughout in 12/2.
 - d. Duplex receptacles at 10' on center and on each column
 - e. Exterior weatherproof outlets w/ GFI protection.
 - f. T-8 lighting with continuous dimming ballasts.
 - g. Two-way switching of all lights.
 - h. Emergency light / exit light combination units.
 - i. Emergency egress lighting over exterior exits.
 - j. Smoke Detectors wired in series.
 - k. Exterior lights w/ photo cells at both entrances.
 - l. J-boxes for alarms at exterior doors.
 - m. Pre-roughed phone and cable outlets.
- X. ADA compliant aluminum ramp including foundations.
- Y. Aluminum ramp landing, 6'x7' including foundations.
- Z. Aluminum steps including foundations.
- AA. If landing or deck is at 30" or higher above grade, a 42" high guardrail shall be indicated on plans. Guardrail shall be designed such that a 4" sphere will not pass through any portion of guardrail.
- BB. Extend concrete walkways from existing walkways to the entrances indicated. Walkways shall be per local code and ADA requirements as required. As a minimum, walkways shall be installed on 4" stone sub-base, have control joints at 4' on center,
- CC. Seeding of all areas disturbed by construction operations. Contractor shall fine grade the area to be seeded and remove objects (stones) greater than 3/4" in size. Seeding area shall extend to no less than 5' beyond areas disturbed by construction operations and blend seamlessly with surrounding areas. Seed shall be a mixed perennial variety as selected by the Owner. Contractor shall reseed areas that fail to establish after two months. Lawn maintenance, including mowing and watering, shall occur for a period of two months from initial seeding and extend for two additional months from the time of reseeding.
- DD. Final cleaning of the building and the site. Final cleaning shall include, but not be limited to, floor cleaning and waxing, removal of marks and smudges, cleaning of windows and debris collection and disposal.
- EE. Coordinate with work of other trades for penetrations, opening sizes, etc.
- FF. Submittals for all items in this scope of work.
- GG. Safeguards required to protect persons from hazards created by the Contractor's work including those located outside of the project limits.
- HH. Provisions for complying with all applicable OSHA regulations. Comply with all OSHA regulations and reporting procedures.

- II. Daily clean-up of the work of this Contractor including removal from HACC grounds of all rubbish and trash.
 - JJ. Attendance of project meetings scheduled by the Eastern PCM, LLC by the Contractor's designated project manager. Contractor will receive written, faxed or emailed notification of meetings at least forty-eight (48) hours in advance.
 - KK. Equipment, manpower, and associated resources as necessary to successfully prosecute the work and achieve the scheduled mileposts.
 - LL. Replacement and/or repair, at the Owner's sole discretion and final approval, of any existing or new property damaged by the actions of this Contractor.
 - MM. Comply with all Federal, State and local regulations and notifications.
3. Scope of Work items excluded:
- A. Building permit.
 - B. Soils testing.
 - C. Disconnect and cap utilities serving the building to be demolished.
 - D. Final connection of water and sewer lines.
 - E. Window blinds.
 - F. Furniture.
 - G. Appliances.

EXHIBITS

- Exhibit 'A' Application for Payment/Continuation Sheet: AIA G702/CMA and G703
- Exhibit 'B' Performance & Payment Bond: AIA A312-1984
- Exhibit 'C' Bid Bond: AIA A310 – 1970
- Exhibit 'D' Sample Form of Contract
- Exhibit 'E' Release of Liens and Claims

X. BID FORM

PROJECT: Police Tactics Building - #09-15

BID TO: HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE

BID FROM: _____
TYPE or PRINT Name and Address of Entity Submitting Bid Here

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents for the Bid Price and within the Time indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. This Bid will remain subject to acceptance for 60 days after the date of Bid opening;
 - b. The Owner has the right to reject this Bid, for it's convenience.
 - c. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security;
 - d. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award;
 - e. BIDDER has examined and understands all Bidding Documents.
 - f. BIDDER has visited site and become familiar with the general, local, and conditions;
 - g. BIDDER is familiar with federal, state, and local laws and regulations;
 - h. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site as such relates to the Work indicated in the Bidding Documents.
 - i. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports, and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - j. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - k. This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
 - l. BIDDER has received the following Addenda receipt of which is hereby acknowledged:

Date/Number

Date/Number

BASE BID

3. BIDDER will complete the Work in accordance with the Contract Documents for the following STIPULATED-SUM BID PRICE:

\$ _____ (in words)

\$ _____ (in figures)

BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the Request for Proposal dated September 17, 2008.

SUBMITTED: _____, 20 _____.
TYPE or PRINT date and time of bid submission Here

****SUBMIT BID FORM AND ALL ATTACHMENTS IN DUPLICATE****

The following attached documents are made a condition of this Bid:

Attachments:

1. Bid Security - (Required for Base bids greater than \$10,000.00)

By: **When Bidder is an Individual**

Date: _____

(Legal Name of Contracting Firm Name) (SEAL)

Business Address: _____

Phone Number: _____ Fax: _____

(Signature of Person Authorized to Sign)

(Signature of Witness)

(Printed name and Title of Person Authorized to Sign)

(Printed name of Witness)

By: **When Bidder is a Partnership**

Date: _____

(Legal Name of Contracting Firm Name) (SEAL)

Business Address: _____

Phone Number: _____

Fax: _____

(Signature of Partner Authorized to Sign)

(Signature of Witness)

(Printed name of Partner Authorized to Sign)

(Printed name of Witness)

(Signature of Partner Authorized to Sign)

(Signature of Witness)

(Printed name of Partner Authorized to Sign)

(Printed name of Witness)

By: **When Bidder is a Corporation**

Date: _____

(Legal Name of Corporation) (SEAL)

Incorporated under the laws of : _____
(Printed Name of State)

Business Address: _____

Phone Number: _____

Fax: _____

(Signature of Authorized Officer)

(Signature of Corporate Secretary)

(Printed name and Title of Authorized Officer)

(Printed name of Corporate Secretary)

END OF BID FORM

XI. NOTIFICATION OF INTENT TO SUBMIT PROPOSAL
#09-15 Police Tactics Building

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 September 24, 2008 or fax this document to (717) 780-2325 or e-mail this document to cgcrider@hacc.edu. Please also mail or fax a copy of this form to HACC's Owner's Representative, Mr. William P. Morgan of Eastern pcm, LLC, at 212 Locust Street, Suite 604, Harrisburg, PA 17101; fax number (717) 233-1666.

Name of Organization _____

Mailing Address _____

Representative's Name _____

Representative's Title _____

Email Address _____

Phone Number _____

FAX Number _____

Check all that apply:

Will submit a Proposal

Will NOT submit a Proposal

Signed: _____

Printed Name: _____

Date: _____