

HACC, Central Pennsylvania’s Community College  
**Request for Bid**

**ELEVATOR PREVENTIVE MAINTENANCE**  
 Solicitation #10-42

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

Bidder Name:		Contact Name:	
Address (include city, state, zip):			
Phone:		Fax:	
		Email:	

Check One:	<b>We will</b>		<b>Will Not</b>		be responding to this RFB.
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If not responding, please explain briefly:	

**Dates:**

Date of Issue: April 20, 2010  
 Deadline for Questions: May 4, 2010 – by 11:30AM  
 Responses to the Questions: May 5, 2010 – by 4:30PM  
 Submit Notice of Intent to Submit Bid Due Date: May 11, 2010 – by 11:00AM  
 BID DUE DATE: May 12, 2010 – by 11:00AM  
 Board Meeting: June 1, 2010 (Please note: Final official bid results will be released after this date. All vendors who respond to the RFB will receive an award notification letter in the mail within one week of this date.)

**HACC Information and Bid Delivery:**

Address: Central Administration Procurement Office  
           One HACC Drive  
           Harrisburg PA 17110-2999  
 Contact: Garry Crider, Manager of Purchasing  
           Or Michael McEnany, Purchasing Technician  
 Phone: 717/780-1164  
 Fax: 717/780-2325

10-42 ELEVATOR PREVENTIVE MAINTENANCE

Request For Bid  
ELEVATOR PREVENTIVE MAINTENANCE

Solicitation #10-42

HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE  
Harrisburg, PA

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DEADLINE TO SUBMIT BIDS: May 12, 2010 by 11:00AM

DELIVER BIDS TO: HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE  
CENTRAL ADMINISTRATION PROCUREMENT OFFICE  
ONE HACC DR  
HARRISBURG, PA 17110

DIRECT QUESTIONS TO: Garry Crider, Manager of Purchasing  
HACC, Central Pennsylvania's Community College  
Central Administration Procurement Office  
Harrisburg PA 17110  
Telephone: 717-780-1164

**TABLE OF CONTENTS**

1. KEY DATES..... 4

2. BID SUBMISSION CONTENTS..... 4

3. DEFINITIONS..... 4

I. PROGRAM REQUIREMENTS ..... 5-6

    A. PURPOSE..... 5

    B. PROJECT PRICE CHANGES..... 5

    C. CONTRACT STANDARDS..... 5

    D. INVOICES AND STATEMENTS..... 5

    E. FINAL INSPECTION AND ACCEPTANCE..... 6

    F. PAYMENT..... 6

II. REQUEST FOR BID ..... 6-8

    A. WORKSCOPE..... 6

    B. SITE VISIT..... 6

    C. RFB CLARIFICATIONS..... 7

    D. ADDENDA TO THE RFB..... 7

    E. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT..... 8

    F. NON-DISCRIMINATION..... 8

    G. ACCEPTANCE OF BIDS..... 8

III. GENERAL BID REQUIREMENTS..... 8-9

    A. EXAMINATION OF CONTRACT CONDITIONS..... 8

    B. CONTRACT MANAGER..... 9

IV. BID SUBMISSION..... 9-10

    A. ECONOMY OF PREPARATION..... 9

    B. INCURRED COST..... 9

    C. SIGNATORIES..... 9

    D. MULTIPLE BIDS..... 9

    E. BID DEADLINE..... 10

    F. NUMBER OF COPIES AND MAILING OF PROPOSAL..... 10

V. FORMAT FOR BID..... 10-11

    A. INTRODUCTION..... 10

    B. COVER LETTER..... 10

    C. DESCRIPTION OF QUALIFICATIONS..... 11

    D. CONTRACTOR HISTORY..... 11

    E. COST BID..... 11

VI. EXHIBITS / SPECIFICATIONS..... 11-21

    A. HACC’S ELEVATOR PREVENTIVE MAINTENANCE AGREEMENT..... 11-21

VII. COST BID SHEETS..... 22-23

VIII. NOTIFICATION OF INTENT TO SUBMIT PROPOSAL..... 24

10-42 ELEVATOR PREVENTIVE MAINTENANCE

1. KEY DATES

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

<b>ACTIVITY</b>	<b>DATE &amp; TIME</b>
Advertisement	April 20, 2010
Deadline for Questions	May 4, 2010 by 11:30AM
Responses to Questions due back to bidders	May 5, 2010 by 4:30PM
Submit Notice of Intent To Submit Bid Due	May 11, 2010 by 11:00AM
Deadline to Submit Bids	May 12, 2010 by 11:00AM
Bid Opening	May 12, 2010 by 11:15AM
Award of Contract	After June 1, 2010 BOT Meeting

2. BID SUBMISSION CONTENTS

Bids must include all information required by the following sections:  
(Reference Section V)

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

3. DEFINITIONS

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

**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 Bid**-as used herein shall be understood to mean the written Bid to provide services.  
**RFB**-Request for Bid  
**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 RFB.

**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 Elevator Preventive Maintenance at our College Facilities. The College reserves the right to accept or reject any and all Bids, to waive any irregularities or informalities in any Bid(s) and to award the contract in the best interests of the College.

All Bids 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 RFB 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 Bid. Offeror specifically agrees to the conditions set forth in the above paragraph by the signature of its authorized representative on the execution of Bid page contained herein.

B. PROJECT PRICE CHANGES

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

HACC, Central Pennsylvania's Community College Executive Director, Procurement 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 Robert Finley, Coordinator, Facilities Services - 717-780-2309 for the Wildwood 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 BID**

HACC, Central Pennsylvania's Community College formally invites responses to this Request for Bid to provide information to be used in the Procurement of Elevator Preventive Maintenance.

Interested parties are invited to submit Bids to HACC, Central Pennsylvania's Community College, Central Administration Procurement Office, One HACC Drive, Harrisburg PA 17110. Bids will be accepted until May 12, 2010 by 11:00AM.

This Request for Bid contains the instructions governing the Bids to be submitted the materials to be included therein, requirements that must be met to be eligible for consideration, general guidelines for submission of Bids, and HACC's Elevator Preventive Maintenance Agreement for which HACC will do business.

A. WORKSCOPE

The Work scope for this Request for Bid is defined in detail in **Section V** Exhibits/Specifications to the Elevator Preventive Maintenance Agreement.

B. SITE VISIT

Although not required, you will have the opportunity to visit each campus and see the elevators listed in the Bid. Requests must be made in advance to schedule an appropriate time.

For Harrisburg campus contact Bob Finley, 717-780-2309, [refinley@hacc.edu](mailto:refinley@hacc.edu).  
For Lancaster campus contact Ernie Peters, 717-293-2998, [etpeters@hacc.edu](mailto:etpeters@hacc.edu).

## 10-42 ELEVATOR PREVENTIVE MAINTENANCE

For Lebanon campus contact Denis Deslongchamp, 717-270-6366, [djdeslon@hacc.edu](mailto:djdeslon@hacc.edu).

### C. RFB CLARIFICATION

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

Requests for written explanation of the intent or clarification shall be made in writing and submitted in an envelope marked "Questions Related to RFB # 10-42" to HACC, Central Pennsylvania's Community College, Central Administration Procurement Office, ATTN: Garry Crider, Manager of Purchasing, One HACC Drive, Harrisburg PA 17110, or by Fax 717-780-2325. Email Questions are acceptable at [cgcrider@hacc.edu](mailto:cgcrider@hacc.edu). Such requests must be received no later than Thursday, May 4 2010 by 11:30AM.

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

**Communication concerning the Request for Bid can only be with Garry Crider, Purchasing Manager (717-780-1164 or [cgcrider@hacc.edu](mailto:cgcrider@hacc.edu)). Oral communication with any other College employee, unit, department, or organization concerning this RFB is not binding on the College and shall in no way modify the RFB, or the obligation of the College or the Vendor, and may deem the Proposer's Bid 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 Bid, the College has a sincere desire to award the transaction based on reliable information. In other words, Proposers to this RFB will have demonstrated their agreement that whether verbal or written, the company can perform to the requirements of this Bid.

### D. ADDENDA TO THE RFB

In the event that it becomes necessary to revise any part of this RFB, HACC, Central Pennsylvania's Community College Central Administration Procurement 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 Central Administration Procurement Office.

## 10-42 ELEVATOR PREVENTIVE MAINTENANCE

### 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 BIDS

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 Bids, 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 RFB.

## III. GENERAL BID REQUIREMENTS

### A. EXAMINATION OF CONTRACT CONDITIONS

It is the intent of HACC, Central Pennsylvania's Community College through this Request For Bid 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 Bid.

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

By submitting a response to this RFB Contractor represents that:

- 1) The contractor has read and understands the Contract specifications and conditions.

## 10-42 ELEVATOR PREVENTIVE MAINTENANCE

- 2) The contractor will perform the work in compliance with Commonwealth of Pennsylvania, Federal and Local Laws, Regulations, Standards, Ordinances and Codes.

### B. CONTRACT MANAGER

HACC, Central Pennsylvania's Community College Central Administration Procurement Office 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.

## IV. BID SUBMISSION

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

### A. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFB. 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 Bids.

### C. SIGNATORIES

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

### D. MULTIPLE BIDS

A Contractor may submit more than one (1) Bid. At least one of the Bids must be complete and comply with all stated instructions. However, additional Bids 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 Bid.

## 10-42 ELEVATOR PREVENTIVE MAINTENANCE

### E. BID DEADLINE

To be considered for selection, Bids shall arrive at HACC, Central Pennsylvania's Community College Central Administration Procurement Office, One HACC Drive, Harrisburg, PA, 17110, by 11:00AM on or before May 12, 2010. Bids must be in a sealed container, clearly marked "Bid RFB # 10-42 – Elevator Preventive Maintenance".

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

### F. NUMBER OF COPIES AND MAILING OF PROPOSAL

Four (4) copies of the General Proposal will be submitted in a sealed container clearly marked with the name of the Proposer and labeled "GENERAL PROPOSAL - RFB #10-42". One (1) of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Contractor signature. The remaining copies do not require original signatures.

## V. **FORMAT FOR BID**

### A. INTRODUCTION

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

### B. COVER LETTER

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

1. Briefly summarize the Contractor's ability to provide the services specified in the RFB.
2. A Statement that the Contractor is willing to perform the work described in the RFB 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.

10-42 ELEVATOR PREVENTIVE MAINTENANCE

4. Certification as to correctness of the Bid 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 Bid must contain a description of the Contractor's qualifications to perform the services specified in this RFB.

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 RFB. 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 BID

**See Section: VII. COST BID SHEET for 10-42: Elevator Preventive Maintenance**

**VI. EXHIBITS / SPECIFICATIONS -**

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

**ELEVATOR PREVENTIVE MAINTENANCE AGREEMENT  
between**

\_\_\_\_\_ **and**

**HARRISBURG AREA COMMUNITY COLLEGE**

This Agreement is made between Harrisburg Area 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.

10-42 ELEVATOR PREVENTIVE MAINTENANCE

- 1) **Facilities Covered:** HACC's location(s) covered under this agreement:
  - 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) Midtown 1 Campus (CCTA), 1523 N. 4<sup>th</sup> Street, Harrisburg, 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 Elevator Preventive 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, 2010 and ending June 30, 2008**, unless terminated earlier as set forth in this Agreement.

Harrisburg Area 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 Harrisburg Area 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 Harrisburg Area Community College as additional insured. Certificates of such insurance shall be filed with the Manager of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

## 10-42 ELEVATOR PREVENTIVE MAINTENANCE

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 Harrisburg Area Community College's Manager 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 Bid 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 Bids 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

10-42 ELEVATOR PREVENTIVE MAINTENANCE

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 Central Administration Procurement Office 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.

## 10-42 ELEVATOR PREVENTIVE MAINTENANCE

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 orders are applicable in the performance of work or furnishing of 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:** Harrisburg Area Community College is committed to providing opportunities for woman and minority owned businesses. Harrisburg Area 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. Harrisburg Area Community College is committed to non-discrimination and equal employment opportunity. Harrisburg Area 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.

10-42 ELEVATOR PREVENTIVE MAINTENANCE

- 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.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Harrisburg Area Community College  
By: \_\_\_\_\_  
Name: George A. Franklin, Jr.  
Title: VP Finance & College Resources  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**STATEMENT OF WORK**  
**to the**  
**ELEVATOR PREVENTIVE MAINTENANCE AGREEMENT**

**1. SCOPE:** The work performed by the contractor shall consist of furnishing all materials, labor, supervision, tools, parts and equipment necessary to provide full preventive maintenance services, including but not limited to, cleaning, inspection, adjustments, tests, and the removal and replacement of parts as here and after specified, for all of the equipment as listed Schedule "A".

**2. PREVENTIVE MAINTENANCE, REPAIRS, AND REPLACEMENTS:** The Contractor shall provide regular and systematic examination and preventive maintenance service of all units under contract, making examinations in not less than monthly intervals for electric motor powered units and monthly; or more frequently if needed, for hydraulic units; at which time the Contractor shall determine the nature and extent of any trouble and shall take the necessary action and precautions to restore the elevators to satisfactory and safe service and by using preventive maintenance methods, furnish and install parts prior to their breakdown point where possible, all as necessary to keep the elevators in the best possible running order at all times.

a. Materials to be used shall be genuine manufacturer's parts and lubricants (or equivalent) designed for the elevators being serviced and shall satisfy all specifications and requirements as are required for genuine parts made by said manufacturer.

b. The Contractor shall also maintain the efficiency, safety and speeds specified when the elevators were originally installed and as designed by the manufacturer of the equipment at all times, including acceleration, retardation, contact speed in feet per minute, with or without full load, and floor-to-floor opening and closing time.

c. The Contractor shall inspect all hoisting ropes, compensating ropes, and governor ropes as often as necessary to: Maintain an adequate factor of Safety and not less than ninety percent (90%) of the designed rope strength at all times and not to exceed the values or conditions in table 103.4 (1) and 103.4 (2) Section 103.4 of ANSI/ASME A17.2 - current edition of the Inspector's Manual for number of broken wires, corrosion, rust, wear and reduced diameter of cables. Replacement ropes shall meet all code requirements (ANSI/ASME A17.1) and be equal to or better than the original ropes in design, material, construction and strength as specified by the elevator manufacturer. The ropes shall not exceed forty (40) broken wires in any linear foot of rope.

d. The Contractor shall inspect conductor cables as necessary to maintain them in good and safe operating condition and advise the Manager of Facilities or designated represented on any defects.

e. The contractor shall inspect guide shoes or rollers as required to insure smooth and quiet operation and advise the Manager of Facilities or designated represented on any defects.

## 10-42 ELEVATOR PREVENTIVE MAINTENANCE

- f. The Contractor shall keep elevator equipment rooms and elevator machinery in clean condition and free of waste materials at all times. Clean elevator hatchways, rails, car tops, door tracks, elevator shaft pits, etc., semi-annually or more often if necessary.
- g. The Contractor shall make certain all electrical and mechanical equipment is examined, lubricated, adjusted.
- h. The Contractor shall check all call lamps and indicator lamps at not less than thirty (30) Day intervals and make replacements as required and necessary.
- i. The Contractor shall report to Facilities Operations or designated representative prior to performing any work specified in this agreement. The Contractor shall provide and keep current and approved charts on which entries shall be made to indicate the status of all servicing and maintenance work performed, and shall indicate the date work was performed and the type of work which was performed.
- j. The Contractor shall inspect and monitor all-single bottom jacks. Any loss of oil shall be immediately reported to the Manager of Facilities or his designee.

**3. INSPECTION, TESTS AND REPORTS:** The Contractor shall conduct annual inspections, tests, and reports on all items specifically noted in this Agreement, all as required and outlined in the codes and as herein specified by the latest edition "American Standard Safety Code for Elevators, Dumbwaiters and Escalators".

### **4. The Contractor also agrees to perform the following:**

- a. Complete regularly scheduled inspection of elevator equipment as follows:
  - 1. Electric Motor Powered Types: Monthly or more often if determined to be advisable by experience.
  - 2. Hydraulic Types: Monthly or more often if determined to be advisable by experience.
- b. Safety devices on all elevators shall be regularly examined monthly. All safety devices and governors shall be tested as required by the latest edition of "American Standard Safety Code for Elevators, Dumbwaiters, and Escalators" in accordance with section (10) e. The Contractor shall promptly correct any defect that may be found in testing and examining the safety devices. The Contractor shall immediately notify, by letter, the Manager of Facilities, the date and time of tests and adjustments of governors and safety devices on each car covered by this Agreement.
- c. Governors shall be calibrated on all elevators to meet manufacture's recommended speeds, checked with a tachometer, by disconnecting the governor cable from the sheave and spinning the governor by mechanical means. Re-adjust governor if tripping speed varies more than 10% either way from the rated tripping speed. Seal governor after completion of this operation.
- d. All first examinations, inspections, tests and reports as defined in these specifications, shall be conducted by the Contractor within One (1) Month following award of the Agreement.

## 10-42 ELEVATOR PREVENTIVE MAINTENANCE

- e. Joint inspections shall be made semi-annually by the Contractor and the Manager of Facilities or a representative appointed by the Manager of Facilities, for the determination of defects in general maintenance, equipment, housekeeping, etc.
- f. The Contractor shall deliver semi-annual reports in writing of the General Condition of the elevator equipment covered by this specification, as indicated from the joint inspections. Such reports shall include the Contractor's recommendations regarding any point of service or repair NOT specifically covered by these specifications and which good commercial practice dictates should be called to the attention of the Manager of Facilities.
- g. Upon completion of each inspection, the Contractor shall obtain the signature of the Manager of Facilities, or the designated representative, on a statement, showing that the inspection has been performed as specified.

**5. PART REPLACEMENT:** The maintenance will include inspection, lubrication, adjustments, and if conditions or usage warrant, repair or replacement of the following parts:

- a. Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- b. Door operations, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- c. Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- d. Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- e. Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- f. Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- g. Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

**6. PARTS INVENTORY:** Contractor will maintain as part of their mobile inventory, a supply of frequently used replacement parts and lubricants selected by the manufacturer to meet the specific routine requirements of the Units. Any parts replaced under this Agreement will be with new parts manufactured or selected by the Contractor or with parts refurbished to manufacturer's standards. The Contractor will further maintain a supply of routine replacement parts in the Contractor's local parts warehouse inventory or service center, available for express delivery in case of emergencies.

10-42 ELEVATOR PREVENTIVE MAINTENANCE

**7. RECORDS:** The Contractor shall maintain a complete, orderly and chronological file, including drawings, parts lists, specifications, and copies of all reports as required by these specifications. This file shall be available for inspection by HACC and a copy shall be forwarded to the Manager of Facilities Operations, immediately upon request.

**8.** The Manager of Facilities, or his designee, shall be advised of any needed repairs, which should be completed during the current Agreement period.

**9.** The Manager of Facilities reserve the right to make any and all inspections and/or tests as deemed necessary, advisable or prudent, to ascertain that the requirements of these Agreement specifications are being fulfilled. HACC may request such inspections and/or other tests to be performed by an Elevator Company other than the Contractor. Should it be determined, based upon the information obtained from these inspections and/or tests, that the standards herein specified are not being satisfactorily maintained and adhered to, HACC may immediately demand verbally, with confirmation in writing, that the Contractor place the elevators in proper and safe conditions to meet these specifications and requirements. If the Contractor fails to comply with such demands within three (3) calendar days of the date of written confirmation of such demand, HACC may give written notice to the Contractor to terminate the Contractor's Rights to proceed further with the work.

**10.** Any documented non-performance by the Contractor, judged by HACC to constitute sufficient cause for termination of the Agreement, will subject the Contractor to cancellation of the Agreement.

**SCHEDULE “A”  
EQUIPMENT LIST  
to the  
ELEVATOR PREVENTIVE MAINTENANCE AGREEMENT**

<b>Campus</b>	<b>Location</b>	<b>Manufacturer</b>	<b>Type</b>	<b>Machine Nos.</b>
Midtown 1	CCTA	Otis	Hydraulic	248602
Lancaster	Lancaster	Thyssen-Krupp	hydraulic	D37651
Lancaster	Lancaster	Thyssen-Krupp	hydraulic	D37652
Lancaster	Lancaster	Otis	hydraulic	441083
Lancaster	Lancaster	Otis	hydraulic	441084
Lebanon	Lebanon	Otis	hydraulic	413792
Wildwood	Arts	Otis	hydraulic	366823
Wildwood	Blocker	Otis	hydraulic	763009
Wildwood	McCormick	Otis	hydraulic	363447
Wildwood	Cooper	Otis	hydraulic	363754
Wildwood	Hall Tech	Dover	hydraulic	D37614
Wildwood	Mumma	Dover	hydraulic	D37615
Wildwood	Mumma	Dover	hydraulic	D37616
Wildwood	North	Otis	hydraulic	413554
Wildwood	Whitaker	Dover	hydraulic	D36998
Wildwood	Select Medical	Thyssen-Krupp	hydraulic	ET7626

10-42 ELEVATOR PREVENTIVE MAINTENANCE

**VII. COST BID SHEETS for 10-42: ELEVATOR PREVENTIVE MAINTENANCE**

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

**COST BID  
FIRST YEAR**

<b>CAMPUS</b>	<b>LOCATION</b>	<b>MFGR</b>	<b>TYPE</b>	<b>MACHINE #</b>	<b>QUARTERLY COST</b>	<b>ANNUAL COST</b>
Midtown 1	CCTA	Otis	hydraulic	248602		
Lancaster	Lancaster	Thyssen-Krupp	hydraulic	D37651		
Lancaster	Lancaster	Thyssen-Krupp	hydraulic	D37652		
Lancaster	Lancaster	Otis	hydraulic	441083		
Lancaster	Lancaster	Otis	hydraulic	441084		
Lebanon	Lebanon	Otis	hydraulic	413792		
Wildwood	Arts	Otis	hydraulic	366823		
Wildwood	Blocker	Otis	hydraulic	763009		
Wildwood	McCormick	Otis	hydraulic	363447		
Wildwood	Cooper	Otis	hydraulic	363754		
Wildwood	Hall Tech	Dover	hydraulic	D37614		
Wildwood	Mumma	Dover	hydraulic	D37615		
Wildwood	Mumma	Dover	hydraulic	D37616		
Wildwood	North	Otis	hydraulic	413554		
Wildwood	Whitaker	Dover	hydraulic	D36998		
Wildwood	Select Medical	Thyssen-Krupp	hydraulic	ET7626		
<b>TOTALS</b>						

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

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

10-42 ELEVATOR PREVENTIVE MAINTENANCE

10-42 ELEVATOR PREVENTIVE MAINTENANCE

**COST BID  
SECOND YEAR**

CAMPUS	LOCATION	MFGR	TYPE	MACHINE #	QUARTERLY COST	ANNUAL COST
Midtown 1	CCTA	Otis	hydraulic	248602		
Lancaster	Lancaster	Thyssen-Krupp	hydraulic	D37651		
Lancaster	Lancaster	Thyssen-Krupp	hydraulic	D37652		
Lancaster	Lancaster	Otis	hydraulic	441083		
Lancaster	Lancaster	Otis	hydraulic	441084		
Lebanon	Lebanon	Otis	hydraulic	413792		
Wildwood	Arts	Otis	hydraulic	366823		
Wildwood	Blocker	Otis	hydraulic	763009		
Wildwood	McCormick	Otis	hydraulic	363447		
Wildwood	Cooper	Otis	hydraulic	363754		
Wildwood	Hall Tech	Dover	hydraulic	D37614		
Wildwood	Mumma	Dover	hydraulic	D37615		
Wildwood	Mumma	Dover	hydraulic	D37616		
Wildwood	North	Otis	hydraulic	413554		
Wildwood	Whitaker	Dover	hydraulic	D36998		
Wildwood	Select Medical	Thyssen-Krupp	hydraulic	ET7626		
<b>TOTALS</b>						

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

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

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**VIII. Notification of Intent to Submit Bid**

**NOTIFICATION OF INTENT TO SUBMIT BID**

Please refer to the Request for Bid Package covering the Elevator Preventive Maintenance for Bid Number 10-42: Elevator Preventive Maintenance for HACC, Central Pennsylvania's Community College.

If you are interested in submitting a Bid, please fill out the information requested below and return this form to Garry Crider, Manager of Purchasing, HACC, Central Pennsylvania's Community College, One HACC Drive, Harrisburg, PA 17110 no later than May 11, 2010 by 11:00AM. Or fax this document to 717-780-2325 or e-mail to [cgerider@hacc.edu](mailto:cgerider@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 Bid
- 2. ( ) We will NOT submit a Bid

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_