

Harrisburg Area Community College  
Request for Bids

Underground Survey – Emergency Mass Notification System  
Harrisburg Campus  
Solicitation #10-24

**Acknowledgement:** Please acknowledge receipt of this RFB by completing the information requested below and faxing to (717) 233-1666 upon receipt.

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

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

**Dates:**

Date of Issue: December 23, 2009  
Bids Due: January 14, 2010 at 2:00pm

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

**Bids are to be delivered to:**

Address: Purchasing Department  
Harrisburg Area Community College  
Whitaker Hall, Room 130A  
One HACC Drive  
Harrisburg, PA 17110

Attention: Garry Crider – Director of Purchasing

Phone: (717) 780-1164

E-mail: cgcrider@hacc.edu

Request for Bids  
Underground Survey – Emergency Mass Notification System

Harrisburg Area Community College  
Harrisburg Campus  
Harrisburg, PA

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DEADLINE TO SUBMIT BIDS: January 14, 2010 at 2:00pm

DELIVER BIDS TO: Mr. Garry Crider  
Harrisburg Area Community College  
Whitaker Hall, Room 130A  
One HACC Drive  
Harrisburg, PA 17110

DIRECT QUESTIONS TO: Eastern pcm, LLC  
Program/Construction Manager  
645 North 12<sup>th</sup> Street, Suite 200  
Lemoyne, PA 17043  
Phone: (717) 233-3816  
Fax: (717) 233-1666  
Contact: Greg Lamay

BID PACKAGES OBTAINED FROM: Eastern pcm, LLC  
Program/Construction Manager  
645 North 12<sup>th</sup> Street, Suite 200  
Lemoyne, PA 17043  
Phone: (717) 233-3816  
Fax: (717) 233-1666  
Contact: Greg Lamay  
Visit the Purchasing page of the HACC website at  
[www.hacc.edu](http://www.hacc.edu)

## TABLE OF CONTENTS

1.	KEY DATES .....	4
2.	BID SUBMISSION CONTENTS .....	4
3.	DEFINITIONS .....	4
I.	GENERAL INFORMATION .....	4-6
	A. INVITATION TO BID	
	B. PROJECT PRICE CHANGES	
	C. CONTRACT STANDARD	
	D. APPLICATIONS FOR PAYMENT	
	E. FINAL INSPECTION AND PROJECT ACCEPTANCE	
	F. PAYMENT	
II.	REQUEST FOR BID .....	6-7
	A. SCOPE OF WORK	
	B. PRE-BID MEETING/SITE VISIT	
	C. RFB CLARIFICATION	
	D. ADDENDA TO THE RFB	
	E. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT	
	F. NON-DISCRIMINATION	
	G. ACCEPTANCE OF BIDS	
III.	GENERAL CONTRACT REQUIREMENTS .....	8-9
	A. EXAMINATION OF CONTRACT CONDITIONS	
	B. ASSIGNMENT OR TRANSFER	
	C. INDEPENDENT CONTRACTOR	
	D. INSURANCE	
	E. BONDS	
	F. INDEMNIFICATION	
	G. CONTRACT MANAGER	
	H. TERM OF CONTRACT AND INSTALLATION	
	I. SAMPLE FORM OF CONTRACT	
IV.	RIGHTS AND REMEDIES .....	10
	A. ARBITRATION	
	B. LITIGATION	
	C. VENUE AND JURISDICTION	
	D. RIGHT TO AUDIT	
	E. FORCE MAJEURE	
V.	BID SUBMISSION .....	10-11
	A. INCURRED COST	
	B. SIGNATORIES	
	C. MULTIPLE BIDS	
	D. BID DEADLINE	
	E. NUMBER OF COPIES AND MAILING OF BID	
VI.	FORMAT FOR SUBMISSION OF BID .....	11-12
	A. INTRODUCTION	
	B. BID FORM	
	C. MBE/WBE UTILIZATION FORM	
	D. BID SECURITY	
	E. NON-COLLUSION AFFIDAVIT	
VII.	EVALUATION .....	12
	A. BID PROCESS	
VIII.	AWARD.....	12-13
IX.	EXHIBITS / SPECIFICATIONS .....	13-14
X.	BID FORM .....	15-18
XI.	NOTIFICATION OF INTENT TO SUBMIT BID .....	19

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.

ACTIVITY	DATE & TIME
Advertisement	December 23, 2009
Bids Due – <b>Delivered to HACC Purchasing Office</b>	January 14, 2010 at 2:00pm
Notice of Award	February 3, 2010

2. BID SUBMISSION

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

- a. Bid Form
- b. MBE/WBE Minority Participation Form
- c. Bid Security – Bid Bond or Certified Check for 10% of amount bid
- d. Non Collusion Affidavit

3. DEFINITIONS

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

**Campus-** Harrisburg Area 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-** Harrisburg Area Community College

**Response or Bid**-as used herein shall be understood to mean the written bid to provide services.

**RFB-**Request for Bids

**College-** Harrisburg Area 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 RFB.

I. GENERAL INFORMATION

A. INVITATION TO BID

Harrisburg Area Community College formally invites bids to conduct a Survey of Existing Underground Infrastructure and prepare reports and drawings to be used in the design of the Emergency Mass Notification System (EMNS) at the Harrisburg Campus. 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.

The MBE/WBE Utilization Form included in this section is to be properly filled out, signed and included with Bid Form as noted. Failure to submit this required form may subject bid to rejection.

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 Bidders 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 a Bidder may be grounds for rejection of the Bidders bid. Bidder 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 scope of work that alters costs must have prior approval from the Vice President for Finance and College Resources or the College's Representative.

Harrisburg Area 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 STANDARD

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. APPLICATIONS FOR PAYMENT

Applications for Payment 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.

Pay Application Forms: Applications for Payment are to be submitted using AIA forms G702/CMa and G703 and are to be addressed to HACC but sent to Eastern pcm for processing. While electronic copies of invoices will be reviewed, we must receive hard copies of all invoices before they can be processed for payment.

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

Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. The Program/Construction Manager 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.
3. All Applications for Payment shall reflect a retainage amount of 10%. Retainage will be released after all punch list items are completed and the owner receives all product data.

Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Eastern pcm, LLC by a method ensuring receipt within 24 hours.

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 Greg Lamay, Project/Construction Manager, Eastern pcm, LLC, Telephone No. (717) 233-3816.

The HACC Harrisburg Campus Facilities Contact shall be Joe Wojtysiak, Harrisburg Campus, 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.

**II REQUEST FOR BID**

Harrisburg Area Community College formally invites responses to this Request for Bid to conduct a survey of existing underground infrastructure and prepare reports and drawings to be used in the design of the Emergency Mass Notification System (EMNS) at the Harrisburg Campus

Interested parties are invited to submit Bids to Eastern Harrisburg Area Community College, Purchasing Department, Whitaker Hall Room 130A, One HACC Drive, Harrisburg, PA, 17110, Attn: Garry Crider. Bids will be accepted until January 14, 2010 at 2:00pm.

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, and general guidelines for submission of Bids.

A. SCOPE OF WORK

The Work Scope for this Request for Bid is defined in detail in Section IX: EXHIBITS/SPECIFICATIONS.

B. PRE-BID MEETING/SITE VISIT

A pre-bid meeting and site visit will be held on January 5, 2010 at 9:00am. Interested parties are to meet outside of the Security office at Whitaker Hall at the HACC Harrisburg Campus, located at One HACC Drive, Harrisburg, PA.

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, discussed at the Pre-Bid Meeting and Site Visit, or distributed as an addendum by Eastern pcm, LLC.

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 Greg Lamay, Project/Construction Manager, Eastern pcm, LLC (717) 233-3816 or glamay@easternpcm.com. Oral communication with any 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, Eastern pcm, LLC, the Program/Construction Manager, will provide addenda in writing to the Proposers. All Proposers must return the "Notice of Intent to Submit Bid" form, Section XI, as instructed. Addenda will also be posted on HACCC'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**

Harrisburg Area Community College is committed to affirmative action in accordance with state and federal laws and regulations providing for equal employment opportunity. Harrisburg Area 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**

Harrisburg Area Community College is committed to non-discrimination and equal employment opportunity. Harrisburg Area 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 CONTRACTUAL REQUIREMENTS

#### A. EXAMINATION OF CONTRACT CONDITIONS

It is the intent of Harrisburg Area 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.
- 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 Harrisburg Area Community College Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned.

#### C. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor providing services for Harrisburg Area Community College.

#### D. INSURANCE

The Contractor shall provide insurance coverage as required by this section. Certificates of insurance coverage shall be submitted to Eastern pcm, LLC within ten (10) days of notice of award of contract. In no instance may any work commence prior to receipt of the certificates. A signed contract shall not be considered valid until Eastern pcm, LLC 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. Harrisburg Area Community College
2. Eastern pcm, LLC

E. BONDS

**All Bids equal to or greater than \$10,000 must be accompanied by Bid Security in the form of a Bid Bond or a certified check for 10% of the amount bid.**

The Contractor shall provide a Performance & Payment Bond for 100% of the value of the work on all projects in excess of \$50,000.

F. INDEMNIFICATION

The Contractor shall hold Harrisburg Area 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

Harrisburg Area Community College Director of Purchasing and Business Services shall be the authorized representative of the College for purposes of interpretation of contract requirements. Determination of adequacy of performance shall be the responsibility of the Program/Construction Manager. Neither the College nor the Program/Construction 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 commence on February 3, 2010 and be completed by March 16, 2010.

I. SAMPLE FORM OF CONTRACT

See attached Exhibit 'A' AIA A101/CMA – 1992, and AIA A201/CMA – 1992 (included by reference)

#### **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 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. INCURRED COST**

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

##### **B. 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.

C. MULTIPLE BIDS – NOT APPLICABLE

D. BID DEADLINE

**To be considered for selection, Bids shall be delivered to Eastern Harrisburg Area Community College, Purchasing Dept., Whitaker Hall Room 130A, One HACC Drive, Harrisburg, PA, 17110, Attn: Garry Crider, on or before January 14, 2010 at 2:00pm. Bids must be submitted in duplicate in a sealed envelope, clearly marked "Bid for RFB – Underground Survey – Emergency Mass Notification System #10-24"**

The mailing of Bids shall allow for normal mail delivery time to ensure timely receipt of their Bids by HACC. Bids arriving after the deadline will not be considered. All Bids become the property of the College.

E. NUMBER OF COPIES AND MAILING OF BID

**Two (2) copies** of the General Bid will be submitted in a sealed envelope clearly marked with the name of the Proposer and labeled "**Bid for RFB – Underground Survey – Emergency Mass Notification System #10-24**".

Address the Bid as follows:      Bid RFB – Underground Survey – Emergency Mass  
Notification System #10-24  
Harrisburg Area Community College  
Purchasing Department, Whitaker Hall 130A  
One HACC Drive  
Harrisburg, PA 17110  
Attn: Garry Crider

## VI      **FORMAT FOR SUBMISSION OF 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.

The following documents must be included in the submission of the bid:

1. Bid Form
2. MBE/WBE Utilization Form
3. Bid Security
4. Non-Collusion Affidavit

B.      BID FORM

See Section: X. Bid Form for RFB – Underground Survey – Emergency Mass Notification System, #10-24

### C. MBE/WBE SOLICITATION FORM

The MBE/WBE Utilization Form included as Exhibit 'C' is to be properly filled out, signed and included with Bid Form as noted. Failure to submit this required form may subject bid to rejection.

Instructions:

1. Provide your company name, contract, and bid submission date.
2. Enter the subcontractor's or supplier's company name which is mandatory, telephone number with area code, and contract person's name.
3. You must indicate if you desire credit for the firm as either MBE or WBE.
4. Enter the total dollar amount of the quote received. If the quote is received in the form of unit prices, hourly rates, etc., a total dollar amount should be provided.
5. You must include both solicited and unsolicited quotes within the scope of work. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid as not responsive.
6. The MBE/WBE form must be completed and submitted with all bids. Failure to properly complete the form may cause the bid to be rejected as non-responsive.

### D. BID SECURITY

All Bids in excess of \$10,000 must be accompanied by Bid Security in the form of a Bid Bond or a certified check for 10% of the amount bid.

### E. NON COLLUSION AFFIDAVIT

The Non-Collusion Affidavit included as Exhibit 'D' is to be properly filled out, signed, notarized, and included with Bid Form as noted. Failure to submit this required form may subject bid to rejection.

## VII EVALUATION

The Contract will be awarded to the lowest responsible bidder as determined by the Owner.

## VIII. AWARD

The College will review all Bids. The College reserves the right to cancel the selection process 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 bid 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 Bids.

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 bid.

After selection approval by the colleges Board of Trustees, Harrisburg Area 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 bid is the most advantageous to the College, taking into consideration all evaluation factors. No other evaluation criteria, other than that outlined in this bid, will be used.

## IX. EXHIBITS / SPECIFICATIONS

### PROJECT SUMMARY

#### INTRODUCTION

Harrisburg Area Community College plans to conduct a survey of Existing Underground Infrastructure and prepare reports and drawings that will be used in the design of an Emergency Mass Notification System (EMNS) at the Harrisburg Campus.

The Contractor will provide all labor, equipment and materials to perform same.

The survey will be based on the as-built conditions of the following drawings prepared by Gatter & Diehl:

Low Voltage Conduit and Cable Schedules	Rev. February 15, 1998
Partial Site Plan – Existing & New Campus Low Voltage	Rev. February 15, 1998

#### SCOPE OF WORK

The following is a general description of the work to be completed and is not meant to be a complete description of the Contractor's obligations under this Contract. The Contractor is to familiarize itself with all relevant Contract Documents and site conditions in order to determine for itself the full extent of its obligations under the this Contract including all provisions necessary to fully complete the project to the Owner's satisfaction.

The Contractor is responsible for preparing an underground conduit survey based on the following drawings:

1. Low Voltage Conduit and Cable Schedules Rev. February 15, 1998
2. Partial Site Plan – Existing & New Campus Low Voltage Rev. February 15, 1998

The elements of that survey include:

3. Removal of groundwater: Water infiltration may exist at some or all access locations. Contractor is to provide pumping of ground water from manholes, hand holes and conduit to the campus storm water system sufficient to perform a dry video survey of every conduit.
4. Compliance with applicable regulations: Contractor must abide by all applicable Federal, State and local regulations and follow all OSHA regulations including compliance measures related to confined spaces.
5. Videotaping: Contractor to provide a DVD video of the entire length of every conduit with audio narrative describing the condition of each conduit in real time with the video. Contractor must provide the Owner's representative with a representative example of a video recording with audio narrative for review and approval prior to starting the work.
6. Reporting: Written report of every conduit including:
  - a. General condition of conduit.
  - b. Noticeable damage including exact location of damage.
  - c. Location of impediments.
  - d. Water infiltration.
  - e. Inside diameter verification.
  - f. Conduit material.
  - g. Type and number of wires.

- h. Smallest opening in the conduit run. Available cabling capacity of conduits must be determined as well as point to point viability of all conduits as might be affected by collapse, breach, or other blockage.
- i. CAD drawing(s) indicating size, quantity, location, and condition of all underground conduit and associated infrastructure.
- j. Report will be sealed by a professional engineer licensed in the Commonwealth of Pennsylvania. A minimum of \$1,000,000 Errors & Omissions Insurance is required.

WORK HOURS

Monday through Friday, 7:00am – 5:00pm

EXHIBITS

Exhibit 'A'	Sample Form of Contract – AIA A101/CMa – 1992
Exhibit 'B'	Release of Liens and Claims
Exhibit 'C'	MBE/WBE Utilization Form
Exhibit 'D'	Non-Collusion Affidavit
Exhibit 'E'	Drawings

**X. BID FORM**

**PROJECT:** Underground Survey – Emergency Mass Notification System #10-24

**BID TO:** Harrisburg Area 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 its convenience.
  - c. 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;
  - d. BIDDER has examined and understands all Bidding Documents.
  - e. BIDDER has visited site and become familiar with the general, local, and conditions;
  - f. BIDDER is familiar with federal, state, and local laws and regulations;
  - g. 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.
  - h. 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;
  - i. 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.
  - j. 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.
  
  - k. BIDDER has received the following Addenda receipt of which is hereby acknowledged:

<u>Date/Number</u>	<u>Date/Number</u>
_____	_____
_____	_____
_____	_____

**BASE BID**

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 by March 16, 2010.

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

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

**Attachments:**

1. Bid Security - (Required for Base bids equal to or greater than \$10,000.00)
2. Non - Collusion Affidavit
3. MBE/WBE Utilization Form

**\*\*SUBMIT BID FORM IN DUPLICATE\***

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)

By: **When Bidder is a Limited Liability Corporation (LLC)**

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

\_\_\_\_\_  
(Legal Name of Limited Liability 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 BID  
UNDERGROUND SURVEY – EMERGENCY MASS NOTIFICATION SYSTEM, #10-24**

If you are interested in submitting a Bid, please fill out the information requested below and return this form to HACC's Program/Construction Manager, Eastern pcm, LLC, at 645 North 12<sup>th</sup> Street, Suite 200, Lemoyne, PA, 17043; fax number (717) 233-1666, attn: Greg Lamay

Name of Organization \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Representative's Name \_\_\_\_\_

Representative's Title \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

**Check all that apply:**

Will submit a Bid

Will NOT submit a Bid

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

Printed Name: \_\_\_\_\_

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

## **AIA**® Document A101/CMa™ – 1992

### **Standard Form of Agreement Between Owner and Contractor** *where the basis of payment is a STIPULATED SUM*

#### **AGREEMENT**

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name and address)*

and the Contractor:  
*(Name and address)*

For the following Project:  
*(Include detailed description of Project, location, address and scope.)*

| **SAMPLE**

The Construction Manager is:  
*(Name and address)*

The Architect is:  
*(Name and address)*

The Owner and Contractor agree as set forth below.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic’s liens and other security interests.

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days after the Date of Commencement.

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

**Portion of Work**

**Substantial Completion date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor’s performance of the Contract the Contract Sum of (\$ ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

§ 4.3 Unit prices, if any, are as follows:

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User Notes:

Description	Units	Price (\$ 0.00)
-------------	-------	-----------------

#### ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the twenty-fifth (25<sup>th</sup>) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30<sup>th</sup>) day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work, unsettled claims, and one hundred fifty percent (150%) of the value of the Punchlist as determined by the Construction Manager.

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

## ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

( ) per annum

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 7.3 Temporary facilities and services:

*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*

§ 7.4 Other Provisions:

*(Here list any special provisions affecting the Contract.)*

## ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMa, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMa, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated \_\_\_\_\_ and are as follows:

Document	Title	Pages
----------	-------	-------

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are as follows: *(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Title of Specifications:

*(Rows deleted)*

§ 9.1.5 The Drawings are as follows, and are dated \_\_\_\_\_ unless a different date is shown below: *(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Title of Drawings:

*(Rows deleted)*

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows: *(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Exhibits as necessary, including, but not limited to, Scope of Work, Contractor's Partial Release and Waiver of Liens and Claims, and Contractor's Final Release and Waiver of Liens and Claims.

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

**OWNER**

**CONTRACTOR**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

EXHIBIT 'B'

RELEASE OF LIENS AND CLAIMS

FROM: \_\_\_\_\_ (Contractor)

TO: Harrisburg Area Community College (Owner)

PROJECT: Underground Survey – Emergency Mass Notification System

1. In consideration of the sum of \$ \_\_\_\_\_ and other good and valuable consideration described herein, the undersigned does hereby release all Mechanic's Liens Rights, Equitable Liens, Labor and Material Bond Rights and any other claims resulting or arising from labor and/or materials, subcontract work, equipment or other work, rentals, services or supplies heretofore furnished by the undersigned in and for the construction, design, improvement, alteration, additions to or repair of the above described Project including but not limited to any claims arising from delay, interference, inefficiency, acceleration or other impacts incurred by the undersigned on the Project from the beginning of time to the date of this release, except any claims related to the release of retainage to the undersigned.

2. In further consideration of the payment made or to be made as above set forth, and to induce Harrisburg Area Community College to make said payment, the undersigned agrees to defend and hold harmless the Owner, the Construction Lender, if any, from any claim or claims hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents or assigns of such persons against the Project. The undersigned agrees to indemnify or reimburse all persons so relying upon this release for any and all sums, including attorney's fees and costs, which may be incurred as the result of any such claims.

3. It is acknowledged that the designation of the above Project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this release.

4. It is further warranted and represented that all such claims described in paragraph 1 above as may be asserted against the undersigned or the undersigned's subcontractors and/or material suppliers have been paid or that arrangements, satisfactory to the Owner have been made for such payments.

5. It is acknowledged that this release is for the benefit of and may be relied upon by the Owner, any construction lender and the principal or surety on any labor and material bond for the Project.

6. In addition to the foregoing, this instrument shall constitute a final release of all debts, rights, claims, damages and demands of the undersigned against the Owner, in law or in equity arising out of or pertaining to the above-referenced Project to the extent described in paragraph 1 above.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FIRM \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

STATE OF :  
: SS  
COUNTY OF :

The foregoing release was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
Title Company Name

My commission expires:

\_\_\_\_\_  
Notary Public

EXHIBIT 'C'

HARRISBURG AREA COMMUNITY COLLEGE  
UNDERGROUND SURVEY – EMERGENCY MASS NOTIFICATION SYSTEM

**MINORITY BUSINESS ENTERPRISE / WOMEN'S BUSINESS ENTERPRISE UTILIZATION FORM**

**Contractor Name:** \_\_\_\_\_ **Contract:** \_\_\_\_\_ **Submission Date:** \_\_\_\_\_

The Contractor submitting this form certifies that in its solicitations for subcontractor and supplier participation on the above referenced project, it has made every attempt to contact and solicit Minority Business Enterprise and Women's Business Enterprise (WBE/MBE) firms to submit bids for portions of the Work. The list below represents the known MBE/WBE firms with whom the Contractor has solicited work or received non-solicited bids. Use multiple copies of this form as needed.

Firm Contacted		Type of Work	MBE? Yes/No	WBE? Yes/No	Certifying Agency	Bid Received? Yes/No	Bid Used? Yes/No	Approximate Bid Amount
Name			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
Contact								
Phone								
Name			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
Contact								
Phone								
Name			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
Contact								
Phone								
Name			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
Contact								
Phone								

Signature of Person authorized to sign: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

EXHIBIT 'D'

Harrisburg Area Community College

State of \_\_\_\_\_  
(Printed Name of State in which Project is Located)

§

County of \_\_\_\_\_  
(Printed Name of County in which Project is Located)

I \_\_\_\_\_ of the City of \_\_\_\_\_ in  
(Printed name of Individual attesting) (Printed Name of city in which you reside)

the County of \_\_\_\_\_ and the State of \_\_\_\_\_  
(Printed Name of County in which you reside) (Printed Name of State in which you reside)

of full age, being Duly sworn according to the law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Printed Title) (Printed Name of Company)

of \_\_\_\_\_

\_\_\_\_\_  
(Printed Address of Company, Including State and Zip code)

the bidder making a Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Owner,

HARRISBURG AREA COMMUNITY COLLEGE

relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an Agreement or understanding for a commission, percentage brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Printed name of Bidder/Organization).

Commonwealth of Pennsylvania

County of \_\_\_\_\_

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Signature of Bidder/Organization

\_\_\_\_\_  
Signature of Notary

Notary Seal