

**HACC, Central Pennsylvania's Community College
Harrisburg, Pa.**

**Request for Proposal
RFP15-02
For
Fleet Leasing**

Issued: August 13, 2014

Campus Independent Visit N/A

Deadline for Questions: August 21, 2014, by 1 p.m.

Response to Questions: August 28, 2014, by 4 p.m.

PROPOSAL DUE DATE: September 4, 2014, by 1 p.m.

Award of Contract: Following the October 7, 2014, HACC Board of Trustees meeting

Sealed Proposals Must Be Delivered to: HACC, Central Pennsylvania's Community College
Procurement and Contracts
Ted Lick Administration Building Room 203
One HACC Drive
Harrisburg, PA 17110

All firms who respond to the request for proposal (RFP) will receive a notification letter in the mail within one week after the Board of Trustees meeting.

Bid results will be posted on HACC's website at
<http://www.hacc.edu/Purchasing/RequestforProposals/RFPs-FY15.cfm>

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

Monique Y. Baylor, MBA
Director of Procurement
Telephone: (717) 736-4121
Email: procurement@hacc.edu

ACKNOWLEDGMENT FORM

HACC, Central Pennsylvania's Community College

Request for Proposal

RFP15-02 Fleet Leasing

Acknowledgement: Please acknowledge receipt and interest in this Request for Proposal (RFP) by completing the information requested below and faxing it to (717) 236-0709 or emailing it to procurement@hacc.edu.

Acknowledgement due date is **August 21, 2014**

Also, please include this page with your proposal.

Provider Name: _____ Contact Name: _____

Address (include City, State, Zip): _____

Phone: _____ Fax: _____ Cell Phone: _____

Email: _____ Website: _____

Check One: We will _____ Will not _____ be responding to this RFP.

If not responding, please explain briefly: _____

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I. BACKGROUND

HACC, Central Pennsylvania's Community College desires to contract for Fleet Leasing Services for use by the Harrisburg Campus.

The college is seeking proposals for the leasing, and potential additional fleet services as defined in the Scope of Services section for approximately 50 to 60 vehicles over a five (5) year period.

The College intends to award a multiple year contract lease that will allow ordering to occur throughout a one (1) year period with four (4) one (1) year optional renewal period(s). This is a non-guaranteed amount contract. The College reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of the College. Be advised that lease arrangements contemplated to extend more than one year will be subject to availability of appropriations.

HACC serves the areas of Gettysburg, Harrisburg, Lancaster, Lebanon, York and surrounding areas, including off-site learning locations. Local students and those throughout the country, and the world, study online at HACC through Virtual Learning. In terms of the total number of people in its service region, the College is the largest and oldest of Pennsylvania's 14 community colleges and is the only such institution serving the Central Pennsylvania region.

Please refer to the College's Web Site for further information: www.hacc.edu

II. REQUIREMENTS

The proposal shall be **clear, concise and not to exceed twenty (20) pages**. The title page accompanying the proposal shall be signed by the person(s) required and authorized to legally bind the firm to the proposal and shall specifically state that the firm shall complete all services set forth in the proposal within the proposed time limits to the satisfaction of the College. The proposal shall be in electronic format i.e. CD, please provide 4 CD's. Bids may also be submitted electronically to procurement@hacc.edu before the bid is closed. Bids received after the specified time will be rejected.

Cover Letter

The cover letter shall contain a brief introduction of the provider and the proposal. The letter shall be concise and need not repeat any of the detailed information set forth in the proposal; however, any terms or conditions of this RFP to which the provider objects and/or does not accept shall be clearly stated in the cover letter along with any alternatives or further explanation. At a minimum, the cover letter page shall be on company letterhead and shall include the name and working address of the firm submitting a proposal, the name and telephone number of the primary company representative to be contacted with reference to the proposal, and the date of submission.

Provider History and Qualifications

Each submission must contain a complete proposal. The College reserves all rights as to the evaluation of any and all responses submitted by each provider and to the College's determination of the provider's qualifications.

Each proposal must include a brief (one page) profile demonstrating an established, successful track record of past performance in providing services closely related to the requirements specified in this RFP. The proposal should also explain the firm's experience with projects of similar size and scope, number of years in business and history of the firm.

In addition, the proposal should provide three references containing data regarding projects the firm is currently under contract with that are similar

Project Plan – Scope of Work

All proposals must meet or exceed mandatory requirements as outlined below. Please provide detailed descriptions for the way that your firm plans to address the items in this section. Additional emphasis should be made in addressing the following criteria.

EXHIBIT "A"
STATEMENT OF WORK
for the
FLEET LEASING AGREEMENT

Specifications for Fleet Leasing:

HACC-Central Pennsylvania's Community College is committed to providing a welcoming and safe learning environment that promotes fleet and equity at all campuses, and through online learning.

The bidder's response to this RFP should include answers to the following series of questions. So that the Review Committee can easily follow the questions and responses, please insure that each question and its number is stated immediately before the response. Any deviation from this format and sequence may result in the bid being rejected.

- A. Company Background:
1. Provide the name and/or dba and headquarters & local addresses of your company.
 2. Provide the name, address, phone and fax numbers, and email address for the duly authorized agent submitting the bid for the company.
 3. Provide a full description of the company, including experience, qualifications and organizational chart.
 4. Provide documentation of any intent to use another company(ies) or private individual(s) as a subcontractor(s) for any part or the whole of the services offered in response to this RFP. HACC reserves the right to approve or reject any subcontracting agent or to reject bids based on the use of subcontracted work.
 5. Describe Minority Business Enterprise (MBE), Small Business Enterprise (SBE) or Women Business Enterprise (WBE) participation by your company.
 6. Provide copies of all documents that could become a part of a final Agreement arising from this process.
- B. Qualifications, related experience and a minimum of three (3) references of the proposer, including contact information, from previous or current clients using your vehicle fleet services, including at least one (1) from a college or university. This section of the proposal should establish the ability of the proposer to satisfactorily perform the lease and fleet management services by reason of:

1. Experience in performing work of a similar nature.
 2. Demonstrated competence in the services to be provided.
 3. Strength and stability of the firm.
 4. Staffing capability.
 5. Supportive client references.
- C. Proposers shall provide a detailed description of the fleet management services offered as described in the Scope of Services including but not limited to:
- D. Open-ended lease.
- E. Maintenance program.
- F. Physical damage program.
- G. Vehicle resale process.
- H. Ability of proposer to sell vehicles in the College's current fleet.
- I. Proposers shall provide a general description of the individual or firm's financial condition and identify any conditions; e.g., bankruptcy, pending litigations, planned office closures, impending merger, which may impede proposer's ability to provide lease and fleet management services.
- J. Proposer shall describe the firm's experience in performing like services if a similar nature for academic institutions, public transportation agencies, municipalities, or other government agencies.
- K. Proposers shall identify subcontractors (maintenance facilities) by name, address and telephone number.
- L. Proposer shall identify any and all insurance requirements imposed on the College as a condition of leasing vehicles. The College reserves the right to insure vehicles through the insurance carrier of its choice and the option to not insure certain vehicles under this contract.
- M. Proposer shall identify entity holding title to the vehicle(s) during the term of the lease.

Scope of Work:

HACC requires vehicles on a lease basis satisfying the specifications described in this section and may require the vehicle maintenance services described in this section on an "as needed" basis. Proposers are expected to submit proposals that address all portions of this section. If a Proposer is unable to satisfy every element of this section but chooses to submit a proposal anyway, it must clearly identify the element(s) it is unable to satisfy and the reason it cannot meet the requirement. HACC will review any exceptions taken but, at its sole discretion, may determine the proposal not responsive to HACC's requirements and remove it from further consideration.

- A. For evaluation purposes prices offered must be firm, fixed prices not subject to change during leases started during the first ordering period.

Include all other applicable fees and charges in the monthly price, including end of lease inspection fees, and any applicable taxes. HACC is exempt from sales tax on all vehicles registered to the College. Open-Ended Lease with no mileage restrictions. The first three response pages require a Five Year lease term, the second three pages require a Three Year lease term.

- B. Vehicles must be depreciated at 1.5% per month with a 10% Residual Book Value.
- C. Maintenance (as specified in section IV(C)) and residual value should be based on the indicated term and annual mileage of 12,000.

Bidders should indicate any adjustments for future year pricing. Bidders may propose other pricing options. All applicable fees and taxes must be clearly indicated.

HACC plans to sign a master lease for use by all campuses and develop an ordering process with the successful bidder; Each respective HACC campus will work with end users to facilitate the choice of an appropriate vehicle, options and lease term necessary for each vehicle leased. Each proposal should outline a pricing strategy.

The following represents HACC's requirements for all leases:

- A. Contractor must supply an End of Term Balance at the end of the term (usually 60 months, minimum term 12 months and maximum term 60 months). 30 days prior to the end of the term the Contractor should provide an estimate of the current market value of any orders due for termination. This should be followed by a written inspection report within five days of the return of the vehicle.
- B. Include all other applicable fees and charges in the monthly price, including end of lease inspection fees, and any applicable taxes. HACC is exempt from sales tax on all vehicles registered to the College.
- C. Vehicle warranty will be bumper to bumper for a minimum of three years or 36,000 miles, or the manufacturer's warranty whichever is longer.
- D. List price changes in subsequent ordering.
- E. Define reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.
- F. Service and Maintenance Requirements: HACC shall keep and maintain each vehicle in normal operating condition and be responsible for making sure all service, maintenance, and repairs are performed to maintain the warranty. As HACC deems necessary it may request maintenance services to be included on select leased vehicles.

1. Does your company provide a program in which the maintenance costs are billed back to HACC as they occur? YES NO
 2. Does your company provide a program in which the maintenance costs are fixed and guaranteed during the life of the lease? YES NO
 3. If yes to either of these questions please include the cost of program(s) in the pricing section and provide detail on program(s) including but not limited to:
 - a. Location of facilities that will perform services
 - b. Monitoring, tracking, and service needed notification capabilities / procedures
 - c. Included and excluded items / coverage
 - d. Compatibility with manufacturer's warranty
 - e. Qualification requirements for those performing work on leased vehicles
- E. Other Requirements: The Contractor shall establish and maintain an appropriate organizational structure to enable local management of this contract. Documentation supporting the Contractor's ability to service the contract (including but not limited to office locations) should be included with the bid submission. All ordering will originate directly from HACC.
- F. Vehicle Quantities and Locations: The HACC fleet targeted to be satisfied by this lease contract consists of approximately up to sixty (60) vehicles. THIS IS A NON-GUARANTEED AMOUNT CONTRACT, HACC reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of HACC. Attached in a separate document is the list of the HACC fleet targeted for leased replacements. (Attachment B)
- G. All vehicles provided under this contract should be new from the factory. Vehicles will be registered to the Harrisburg Area Community College. HACC will obtain state agency plates following delivery to HACC and acceptance by a HACC representative.
- H. Vehicle Mileage and Term: The Contractor shall be able to support vehicle return and replacement for vehicle lease orders lasting a minimum of one year up to a maximum lease period of five years. The awarded Contractor may propose, and HACC may consent to, a desired timeframe or mileage interval different than levels requested by HACC, if such intervals provide advantages to the Contractor, HACC, or both, such as lower lease prices due to better vehicle resale potential.

- I. Vehicle Inspection: All vehicles leased under this contract shall be inspected upon delivery, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle and acceptance that it meets ordering specifications.

- J. All Vehicles shall have the following features:
 - 1. All to be new from factory.
 - 2. Minimum 4 key sets per vehicle.
 - 3. Vehicles will be registered by the College with PA State agency plates.
 - 4. Air Conditioning.
 - 5. To the extent possible, each vehicle should be best in class for fuel efficiency.
 - 6. Exterior Color of all vehicles to be selected by the college.
 - 7. All up-fit under \$5000/vehicle should be included in lease. More complicated up-fit packages will be negotiated with the successful bidder; HACC is willing to purchase up-fit packages over \$5000 at beginning of the lease.

- K. Additional requirements by vehicle type:
 - 1. Sedans: Best available fuel economy for a sedan that can comfortably seat four adults.
 - 2. Minivans: Best available fuel economy for a sedan that can comfortably seat six or more adults.
 - 3. Small/light Van (Transit Connect or similar): interior shelving option should be available.
 - 4. Passenger Vans: Should carry a minimum of 12 passengers including driver.
 - 5. Cargo Vans: shelving should be an available option.
 - 6. Compact Pickup Truck: Four wheel drive should be an available option.
 - 7. Full Size Trucks: Tow & plow package appropriate for existing stock of plow blades and trailers. Four wheel drive. Three passenger seating and a Crew Cab option should be available.
 - 8. All cargo vans and trucks: Interior fit and finish should be heavy duty "work truck" style unless otherwise specified at ordering.

Please describe ability to provide alternatively fueled vehicles in the first year or in the future.

Reporting Requirements

The third and ninth months in each ordering period, the Contractor shall meet with HACC to discuss a contract status report. This report shall cover all vehicles delivered, or otherwise in the possession of HACC at any time during the

previous six-month period. A separate section of the following information for each vehicle: vehicle year, make and model; vehicle identification number; cost center (assigned by HACC); date of delivery; months in service. This report should be presented in spreadsheet product compatible with Microsoft Excel and is preferred to be accessible online monthly. The Contractor shall provide two hard copies and two electronic copies of the report. HACC will review this information and compare it to HACC records to detect potential inconsistencies requiring resolution.

HACC may also request additional meetings with the Contractor in relation to this agreement. The Contractor will work in good faith to meet with HACC for any additional meetings in a timely fashion.

Invoicing: Detailed invoicing instructions will be negotiated between HACC and the selected contractor. Any credits due HACC shall be separately identified on the invoice and shall be applied against outstanding charges due to the Contractor.

End of Lease Options

At the end of lease term, HACC may:

1. Purchase the vehicle from the Contractor for the end of term obligation (Reduced Book Value plus other charges).
2. Turn the vehicle in to be disposed of by Contractor.

When HACC turns vehicles into the Contractor, the Contractor will:

1. Check vehicle in with a written report.
2. Within four weeks, Contractor will communicate to HACC a minimum market value for vehicle based on at least two offers or bids.
3. Funds received by the Contractor for disposing of the leased vehicle shall be used to reconcile the remaining reduced book value of the vehicle. Any further credits or debits will be applied to the HACC account.

Ordering Periods

The ordering periods under this contract will extend as follows. Exact dates will be specified in the contract upon award.

First Ordering Period - Date of award through October 31, 2014.

Second Ordering Period - Expiration of First Ordering Period through one calendar year.

Third Ordering Period - Expiration of Second Ordering Period through one calendar year.

Fourth Ordering Period - Expiration of Third Ordering Period through one calendar year.

Fifth ordering Period - Expiration of Fourth Ordering Period through one calendar year.

This contract shall can be used by other Instrumentalities of the Commonwealth of Pennsylvania, governmental entities as well as other Higher Education Institutions in the Commonwealth of Pennsylvania.

Project Cost

1. Proposal responses shall follow the general format as outlined in the previous section of this RFP. Proposers are encouraged to describe in detail their services as related to each requirement detailed herein and (breakdown separately) any additional features or benefits related to the offering not specified in this RFP.
2. Proposers shall detail their experience in providing Fleet services to public and private higher education institutions.
3. Explain how Fleet services would be delivered to HACC.

III. EVALUATION

Proposal Process

1. After the date established for receipt of proposals, a register of proposals shall be prepared which shall include the name of each proposer. The register of proposals shall be open to public inspection only after proposal opening. No additional proposals will be accepted after the opening date.
2. The evaluation shall be based on the evaluation factors set forth in this RFP. Factors not specified in the RFP shall not be considered.
3. Discussions may be held with one or more proposers to: Promote understanding of the College's requirements and the provider proposal; Facilitate arriving at a contract that will be most advantageous to the College taking into consideration all factors set forth in the RFPs;
4. Proposers must be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal;
5. One or more proposers may be provided an opportunity to submit a "best and final" offer.
6. References and the credit and financial responsibility of the proposals may be verified as appropriate.

Evaluation Criteria

All proposals must meet or exceed mandatory requirements outlined in this RFP in order to be reviewed. Those proposals meeting the minimum mandatory requirements will be considered based upon a point scoring evaluation system described in this section.

Information and data for scoring will come from information supplied with the firm's proposal from the references and any clarification information requested by the College.

Points will be tallied for three areas: *firm history and qualifications, project plan* and *total cost* of the proposal. The maximum possible points for the combined areas are 100 points.

Company Background/Experience (15 points maximum)

Information provided by references and in the general proposal will be evaluated and awarded a maximum of fifteen (15) points. Particular attention will be given to prior experience with projects of similar scope and size and customer references as well as prior business dealings with HACC.

MBE/WBE/VOB/ DBE (10 points maximum)

Certification as a Women Business Enterprise, Minority Business Enterprise, Veteran Owned Business, and Disadvantaged Business Enterprise.

Functional Approach (25 points maximum)

Consultant has provided information regarding delivering measurable results and has documented samples of success. Consultant shall in clear concise language break down the process of beginning the scope of work.

Technical Approach (25 points maximum)

The project plan will be evaluated for feasibility, completeness and thoroughness in addressing the scope of work and awarded a maximum of twenty-five (25) points. Particular attention will be given to the detailed proposal of the Fleet Leasing and the firm's proximity to the College.

Total Cost (25 points maximum)

SUBMITTED ELECTRONICALLY IN A SEPARATE FILE

Please answer the following questions and submit with the pricing documents.

- 1) Is your company publicly listed / traded?
- 2) What year was your company established?
- 3) If your firm is privately held, who are the majority owners of the business?
- 4) Is your company a Small Business, Minority, Woman-Owned, Veteran-owned business?
- 5) If selected are you willing to provide a copy of your last 3 years of financial statements?
- 6) Please identify all certifications, awards, and any accreditations in your industry or from agencies.
- 7) How do you monitor the Quality of Work provided by your team? Include specific measurements.
- 8) Please describe the process your firm uses to monitor customer satisfaction and how you provide feedback to your employees during and after assignments?

- 9) Please describe your procedures for taking corrective action when customers express dissatisfaction with deliverables?
- 10) Please include at least 3 – 5 examples of monthly reports and formats available for reporting the weekly and monthly call activity, escalation routing, and statistics.

IV. TERMS AND CONDITIONS

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

By submitting a response to this RFP, the proposer represents that the proposer has read and understands the contract specifications and conditions.

FLEET LEASING AGREEMENT between

and

HACC, Central Pennsylvania's Community College

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

- 1) **Facilities Covered:** All HACC campuses.
- 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 Fleet Leasing 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 for one (1) year periods, commencing October 13, 2014 and ending October 12, 2015 with an option to re-new on an annual basis up to an additional four (4) years, unless terminated earlier as set forth in this Agreement.

- 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, 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 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 in any way resulting from the performance of the services related to this Contractor 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 Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

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

- 8) **Force Majeure:** Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.
- 9) **Conduct on HACC's Property:** The Contractor shall at all times maintain good order among its employees and persons brought upon HACC's premises. The Contractor shall confine its employees and all other persons who come onto HACC's premises at the 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 and out at the security desk whenever performing work upon HACC's premises.

- 10) **Termination for Default:** HACC may, by written notice to the Contractor, terminate the Agreement in whole or in part for default if the 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 the 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 the Contractor, terminate all or part of this Agreement or any related purchase order for HACC's convenience. Contractor's termination claim proposal shall be based on non-recurring costs not recovered and inventories and materials not usable on other projects, and shall be received by HACC within thirty (30) days of the effective date of termination. HACC shall have the option to verify supporting detail and records of such proposals and negotiate an equitable settlement. No amount for anticipated profit on Services not performed shall be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due to the 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 affect either party's obligation as to any un-terminated portion of the Agreement or related purchase order. Upon receipt of a termination notice, the 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, the 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. Contractor shall promptly refund HACC any payments in excess of the sum of payments due for (a) accepted Services (b) the un-terminated portion of the Agreement or any related purchase order, and (c) termination charges hereunder.

- 12) **Insolvency:** Should the 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 the Contractor under any State and Federal law for relief of debtors or for the appointment of a receiver, trustee or liquidator of the Contractor, or should a petition in bankruptcy or for a reorganization or for an adjudication of the Contractor as an insolvent or as a bankrupt be filed, or should an attachment be levied upon the 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 the Contractor.

In responding to a claim brought by the 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 in whole or in part, without the written permission of HACC's Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned. The Contractor(s) is an independent Contractor providing services for HACC.

16) Compliance with Laws: The Contractor agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and codes in the performance of this Agreement, including the procurement of permits and certificates where needed. The Contractor further agrees to and hereby does indemnify and hold harmless HACC against loss or damage that may be sustained by reason of the failure of the Contractor or its employees or agents to comply with the aforementioned federal, state, county, and local laws, ordinances, regulations, and codes.

This Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither the Contractor nor its agents or

subcontractors shall discriminate in its employment practices against any person by reason of handicap, race, religion, color, sex, or national origin. The Contractor agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders (including without limitation the provisions of the Americans with Disabilities Act of 1990), as well as other laws and orders relating to the employment of the handicapped, the employment of veterans, and the use of minority business enterprises, to the extent any such laws and others are applicable in the performance of work or furnishing or services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations issued thereunder shall be deemed an integral part of this Agreement to the same extent as if written at length herein.

- 17) **Equal Opportunity and Non-Discrimination:** HACC is committed to providing opportunities for woman and minority-owned businesses. HACC encourages WMBE's to participate in the bidding process but does not grant special status to WMBE's when making procurement decisions. HACC is committed to non-discrimination and equal employment opportunity. HACC 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 HACC 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 for HACC; and be able to provide such information if requested. The costs associated with conducting such checks will be borne by the Contractor.
- 20) **Confidentiality:** The Contractor agrees that all information obtained by or provided to the 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 not 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 either party, or (c) which is rightfully obtained on a non-confidential basis from a third party.
- 21) **Independent Contractor:** HACC and the Contractor intend that an independent Contractor's relationship shall be created by this Agreement and neither herein shall be construed as creating an employer / employee relationship. The Contractor shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this agreement and shall be responsible for all reports and obligations related to Social Security, income taxes, unemployment and other withholding taxes, Workers Compensation and similar matters.

22) **Paragraph Headings:** All paragraph headings used are for the convenience of the parties only and shall not be considered a part of this Agreement nor used to interpret or construe the intent of the parties hereunder.

23) **Advertising or Publicity:** Neither HACC nor the Contractor shall use the name of the other in publicity releases or advertising without securing the prior written consent of the other, provided, however, that the Contractor may refer to HACC in any list of its customers.

24) **Non-Waiver:** No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waive of, or excuse for any different or subsequent breach or default.

25) **Serverability:** If any provision of the Agreement is in conflict with any statute or rule of law or may be determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed inoperative to the extent that it may conflict therewith or be illegal or unenforceable, and each provision not so affected will be enforced to the full extent provided by law.

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

27) **Entire Agreement:** This Agreement and all resultant purchase orders, supplements, attachments, and incorporations constitute 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.

_____	Harrisburg Area Community College
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

V. PROPOSAL SUBMISSION

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

Proposal Deadline

To be considered for selection, proposals shall arrive at HACC's Procurement and Contracts Office, One HACC Drive, Ted Lick Administration Building, Room 203, Harrisburg, PA, 17110, by 1 p.m. on or before **September 4, 2014**. Proposals must be submitted electronically, clearly stated "Request for Proposal #RFP15-02 ." Pricing must be submitted in a separately in an attachment. Proposals arriving after the deadline will not be considered. All proposals become the property of the College.

RFP Clarification

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

Requests for written explanation, clarification, and/or questions shall be made via email only marked "Questions Related to RFP15-02" to procurement@hacc.edu. Such requests must be received no later than **August 21, 2014, at 1 p.m.**

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

Oral communication with any College employee, unit, department or organization concerning this RFP is not binding on the College and shall in no way modify the RFP or the obligation of the College or the proposer.

Number of Copies and Mailing of Proposal

One (1) copies of the general proposal will be submitted in a sealed container clearly marked with the name of the proposal and labeled "Request for Proposal RFP15-02, Leasing Services" and will contain original signatures. **No cost information is to be contained in the general proposal.**

In lieu of supplying one (1) Master Copy an electronic media submission (CD, memory stick, etc.) will be preferred providing they are all in the sealed envelope. This is in lieu of submitting through electronic email submission (preferred method).

Addenda to the RFP

In the event that it becomes necessary to revise any part of this RFP, HACC's Procurement and Contracts Office will provide addenda in writing to the proposers who indicate that they are interested by returning the Acknowledgment Form of this document (page 2). All addendums and notices will be posted on HACC's website:

<http://hacc.edu/Purchasing/RequestforProposals/Current-RFPs-FY15.cfm>. No oral statements, explanations, or commitments by whosoever made shall be of any effect except as the College's Procurement and Contracts Office has confirmed the same in writing.

Acceptance of Proposals

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

The College also reserves the right to allow a proposer to correct a defect in its bid provided that correction of the defect does not alter the amount of the bid or the scope of work required under the bid.

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

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

Proposal Pricing Method

In a sealed envelope, please separate the general proposals from the cost proposals. The cost proposals must include all costs associated with your proposal. Only the sealed cost envelopes of the top rated proposals (See III - *Evaluation Criteria*) will be opened and scored accordingly.

VI: BID CERTIFICATION

(date)

Procurement and Contracts
HACC, Central Pennsylvania's Community College
One HACC Drive
Harrisburg, PA 17110

The undersigned certifies that to the best of his/her knowledge: (check one)

- () There is no officer or employee of HACC, Central Pennsylvania's Community College, who has, or whose relative has, a substantial interest in any contract award pursuant to this proposal/bid.
- () The names of any and all public officers or employees of HACC, Central Pennsylvania's Community College, who have, or whose relative has, a substantial interest in any contract award pursuant to this proposal/bid are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) _____ IS or _____ IS NOT currently debarred, suspended, or proposed for debarment by any state or federal entity. The undersigned agrees to notify the College of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with Request for Proposal RFP15-02 for FLEET LEASING and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work.

(firm)

(address)

(signature required)

(phone no.)

(print name)

(fax no.)

(title)

(federal tax id no.)