HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE

Request for Proposal
07-49: PC LEASE 2007

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

Vendor Name:  
Contact Name:  
Address (include city, state, zip):  
Phone:  Fax:  Email:  
Check One: We will  Will Not  be responding to this RFP.
If not responding, please explain briefly: 

Dates:
Date of Issue: Tuesday – May 8, 2007
Deadline for Questions: Thursday – May 17, 2007 – by 11:30AM
Responses to the Questions: Monday – May 21, 2007 – by 4:30PM
Submit Notice of Intent to Submit Proposal Due Date: – Tuesday - May 22, 2007 – by 1:00PM
PROPOSAL DUE DATE: Thursday, May 24 2007 – by 11:00AM

HACC Information and Proposal Delivery:
Address: Purchasing Office/W130
One HACC Drive
Harrisburg PA 17110-2999
Contact: Garry Crider, Director of Purchasing
Or Sue Davis, Purchasing Technician
Phone: 717/780-1164
Fax: 717/780-2325
Request For Proposal
Harrisburg Area Community College
#07-49

for

PC LEASE 2007

for

HARRISBURG AREA COMMUNITY COLLEGE
Harrisburg, PA

DEADLINE TO SUBMIT PROPOSALS:

Thursday – May 24, 2007 – 11:00AM

PROPOSALS MUST BE DELIVERED TO:
HARRISBURG AREA COMMUNITY COLLEGE
PURCHASING AND BUSINESS SERVICES
ONE HACC DR
HARRISBURG, PA 17110

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

Garry Crider, Director of Purchasing
Harrisburg Area Community College
Purchasing and Business Services
Harrisburg PA 17110
Telephone: 717-780-1164
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1. **KEY DATES**

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

<table>
<thead>
<tr>
<th>ACTIVITY</th>
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<td>Advertisement – Date of Issue</td>
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<td>Deadline for Questions</td>
<td>Thursday – May 17, 2007 – by 11:30AM</td>
</tr>
<tr>
<td>Responses to Questions due back to bidders</td>
<td>Monday – May 21, 2007 – by 4:30PM</td>
</tr>
<tr>
<td>Submit Notice of Intent To Submit Proposal Due</td>
<td>Tuesday – May 22, 2007 – by 1:00PM</td>
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<tr>
<td>Deadline to Submit Proposals</td>
<td>Thursday – May 24, 2007 – by 11:00AM</td>
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<tr>
<td>Proposal Opening</td>
<td>Thursday – May 24, 2007 – by 11:15AM</td>
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2. **PROPOSAL SUBMISSION CONTENTS**

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

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

3. **DEFINITIONS**

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

- **campus**- Harrisburg Area Community College Campus, Harrisburg PA
- **contract**- shall be used herein to refer to the purchase order(s) generated by the final award.
- **Contractor**- shall be used herein to refer to the Vendor receiving the final award.
- **Purchaser**- Harrisburg Area Community College
- **response or proposal**- as used herein shall be understood to mean the written proposal to provide services.
- **RFP**- Request for Proposal
- **College**- Harrisburg Area Community College, Harrisburg, PA
- **Vendor, Bidder, Contractor, Proposer, Supplier**- as used herein shall be understood to mean the company, firm or corporation formally submitting a response to this RFP.
I. PROGRAM REQUIREMENTS

A. PURPOSE

Harrisburg Area Community College formally invites responses to provide information to be used in the decision to secure funding for an Operating Lease for 1,967 Personal Computers. The College reserves the right to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal(s) and to award the contract in the best interests of the College.

B. PROPOSAL PRICING METHOD

The award will be to the lowest responsible bidder for everything in the RFP. If you cannot provide everything outlined in the RPF, describe in detail the reason(s) those items that you cannot be proposed. And propose on those goods or services that you can propose on.

C. PROJECT PRICE CHANGES

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

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.

D. CONTRACT STANDARDS

After the Contract(s) are awarded (see award of Contract below) it will be the Contractor representative's responsibility to confirm with the College's authorized representatives, whether or not there is correct and sufficient funds available for the project through the issuance of a Purchase Order.

E. INVOICES AND STATEMENTS

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

A copy of the invoice statement is to be submitted to the "Bill to..." location identified per the Purchase Order.

Any invoices submitted without an approved college Purchase Order referenced is subject to being classified as a gift to the College.

F. 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 Garry Crider, Director of Purchasing at 717-780-1164.
G. PAYMENT

The College will make payment to the contractor from the approved invoice. Payment will be accomplished within thirty (30) days of project acceptance or invoicing, whichever is later, if the project is as specified and statements are in proper form.

Proposers may include in their response their ability to accept credit card payments and any additional costs related to providing this capability.

II REQUEST FOR PROPOSAL

Harrisburg Area Community College formally invites responses to this Request for Proposal to to secure funding for an Operating Lease for 907 Personal Computers.

Interested parties are invited to submit proposals to Harrisburg Area Community College, Purchasing and Business Services, One HACC Drive, Harrisburg PA 17110. Proposals will be accepted until Thursday, May 24, 2007, by 11:00AM.

This Request for Proposal contains the instructions governing the proposals to be submitted the materials to be included therein, requirements that must be met to be eligible for consideration, and general guidelines for submission of proposals.

A. WORKSCOPE

The Operating Lease for 907 Personal Computers (see Section IX: Exhibits / Specifications).

B. MANDATORY SITE VISIT

NONE REQUIRED.

C. RFP CLARIFICATION

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

Requests for written explanation or clarification shall be made in writing and submitted in an envelope marked "Questions Related to RFP #07-49" to Harrisburg Area Community College, Purchasing and Business Services Office, ATTN: Garry Crider, Director of Purchasing, One HACC Drive, Harrisburg PA 17110, or by Fax 717-780-1164. Email Questions are acceptable cgcrid@hacc.edu. Such requests must be received no later than Thursday, May 17, 2007, by 11:30AM.

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

Communication concerning the Request for Proposal can only be with Garry Crider, Director of Purchasing (717-780-1164 or cgcrid@hacc.edu). Oral communication with any other College employee, unit, department, or organization concerning their RFP is not binding on the College.
and shall in no way modify the RFP, or the obligation of the College or the Vendor, and may deem the Proposer’s proposal void.

The college will evaluate a Proposer’s “confidence in its own ability to perform” based on a given Proposer’s willingness to provide the College with meaningful contractual assurances and remedies.

In summation of the College’s general objectives regarding this Request for Proposal, the College has a sincere desire to award the transaction based on reliable information. In other words, Proposers to this RFP will have demonstrated their agreement that whether verbal or written, the company can perform to the requirements of this Proposal.

D. ADDENDA TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, Harrisburg Area Community College Purchasing and Business Services Office will provide addenda in writing to the Proposers. No oral statements, explanations, or commitments by whomsoever made shall be of any effect except as the same are confirmed in writing by the College Purchasing and Business Services Office.

E. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

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 PROPOSALS

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

III GENERAL CONTRACTUAL REQUIREMENTS

A. EXAMINATION OF CONTRACT CONDITIONS

It is the intent of Harrisburg Area Community College through this Request For Proposal and contract conditions contained herein, to establish to the greatest possible extent, complete clarity regarding the requirements of both parties to the contract resulting from the Request For Proposal.
Before submitting a proposal, the Contractor shall be thoroughly familiar with all contract conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Contractor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

By submitting a response to this RFP contractor represents that:

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

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

B. 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.

C. CONTRACT MANAGER

Harrisburg Area Community College Purchasing and Business Services shall be the authorized representative of the College for purposes of interpretation of contract requirements. Determination of adequacy of performance shall be the responsibility of the Project Manager. Neither the College nor the Project Manager nor any agent thereof on behalf of the College will supervise or be responsible for the actions of the Contractor's employees, subcontractors, or subcontractor's employees.

D. TERM OF CONTRACT AND INSTALLATION

The Contractor and Harrisburg Area Community College agree that an agreement resulting from this RFP shall be for a period from the date of award through project completion and acceptance by the College.

IV RIGHTS AND REMEDIES

A. ARBITRATION

All disputes between the parties to this agreement arising out of or in connection with the contract documents shall be submitted for arbitration. If arbitration is selected by the College, the College shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association; or (2) referral to one of more arbitrators mutually agreed upon by the parties.

When a written decision of the College states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in the College's decision becoming final and binding upon the College and Contractor.
In responding to a claim brought by a Contractor, the College shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

B. LITIGATION

In the event that any term of this contract is the subject of litigation, it is hereby agreed that the parties in that litigation shall pay their own attorney's fees and court costs incurred including court costs and attorney's fees incurred in appellate proceedings.

C. VENUE AND JURISDICTION

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

D. RIGHT TO AUDIT

The College and appropriate designated representatives reserve the right to audit the College account records and other financial records of the Contractor, as they pertain to the College. Such audits, shall be performed by auditors selected by the College only if deemed necessary by the College.

E. FORCE MAJEURE

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.

V PROPOSAL SUBMISSION

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

A. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

B. INCURRED COST

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

C. SIGNATORIES

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

A Contractor may submit an Alternate Proposal(s). The Alternate Proposal(s) may be submitted, showing in detail, where the Alternate Proposal differs from the requested specifications.

E. PROPOSAL DEADLINE

To be considered for selection, proposals shall arrive at Harrisburg Area Community College Purchasing and Business Services Office, One HACC Drive, Harrisburg, PA, 17110, by 11:00AM on or before Thursday, May 24, 2007. Proposals must be in a sealed container, clearly marked "Proposal RFP #07-49 – PC LEASE 2007”.

The mailing of proposals shall allow for normal mail delivery time to ensure timely receipt of their proposals by Harrisburg Area Community College Purchasing and Business Services Office. Proposals arriving after the deadline will not be considered. All proposals become the property of the College.

F. NUMBER OF COPIES AND MAILING OF PROPOSAL

Two (2) copies of the General Proposal will be submitted in a sealed container clearly marked with the name of the Proposer and labeled "GENERAL PROPOSAL - RFP #07-49”. One (1) of the copies shall be marked "Master Copy” and will contain original signatures in all locations requiring a Contractor signature. The remaining copies do not require original signatures.

The proposals must be addressed as follows:
   Proposal RFP # 07-49
   Harrisburg Area Community College
   Purchasing and Business Services
   ATTN: Garry Crider, Director of Purchasing
   One HACC Drive
   Harrisburg PA 17110

VI FORMAT FOR PROPOSAL

A. INTRODUCTION

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

B. COVER LETTER

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

1. Briefly summarize the Contractor's ability to provide the services specified in the RFP.

2. A Statement that the Contractor is willing to perform the work described in the RFP and to enter into a contract with Harrisburg Area Community College to perform the work. The Cover Letter must be signed by a person having the authority to commit the Contractor to a contract.
3. Information should include: the company name, federal Taxpayer Identification Number, address, telephone number, FAX number, name, and title of the person to contact, name(s) of principal(s) assigned to negotiate for Contractor (if any), and the name of the individual or company who will manage the project.

4. Certification as to correctness of the proposal and the authority of person signing to bind Contractor.

5. Acknowledgment and/or exceptions taken to the proposed terms and conditions.

C. DESCRIPTION OF QUALIFICATIONS

Each proposal must contain a description of the Contractor's qualifications to perform the services specified in this RFP.

D. CONTRACTOR HISTORY

Contractor shall provide a narrative demonstrating an established, successful track record of past performance in providing goods and services closely related to the requirements specified in this RFP. The narrative shall include three (3) reference accounts showing experience in receiving contracts for the delivery of services similar to the one proposed. References must include the following:

1. Name of the firm or corporation.
2. The dates of each contract or agreement under which the Contractor provided such services.
3. The names, address, and telephone number of a contract person for each contract.
4. A brief description of the related projects.

E. COST PROPOSAL

See Section X: Cost Proposal Sheet

VII EVALUATION

A. PROPOSAL PROCESS

1. After the date established for receipt of proposals, a register of proposals shall be prepared which shall include the name of each Proposer. The register of proposals shall be open to public inspection only after award of the contract. No additional proposals will be accepted after the opening date.

2. The evaluation shall be based on the evaluation factors set forth in this request for proposal. Factors not specified in the request for proposal shall not be considered.

3. For the purpose of conducting discussions, proposals shall be initially classified as:
   (a) responsive; or
   (b) non-responsive.

4. Discussions may be held with one or more Proposers to:
   (a) promote understanding of the College’s requirements and the Proposers’ proposals; and
   (b) facilitate arriving at a contract that will be most advantageous to the College taking into consideration all factors set forth in the request for proposals.
(c) Discussions may include oral presentations, interviews, demonstrations, responses to specific questions, modifications, and negotiations. Proposers shall not be informed of their rank at the time of discussions. The College reserves the right to visit and inspect other sites of the potential Contractor.

(d) Proposers must be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.

(e) One or more Proposers may be provided an opportunity to submit a “best and final” offer.

5. References and the credit and financial responsibility of the Proposers may be verified as appropriate.

B. EVALUATION CRITERIA

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

VIII. AWARD

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

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

In awarding the contract, the College may take into consideration: the references, experience, responsibility, reputation, financial standing of the respondent, and the ability of the Contractor to provide an advantageous time schedule for providing service. The inability of any respondent to meet the requirements may be cause for rejection of his/her proposal.

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 proposal is the most advantageous to the College, taking into consideration all evaluation factors. No other evaluation criteria, other than that outlined in this proposal, will be used.
INTRODUCTION: Harrisburg Area Community College is going to replace nine hundred seven (907) Personal Computers.

PERSONAL COMPUTER SPECIFICATION: The following is the equipment model of the Personal Computer and Monitors being obtained for lease:

COST FOR THE PERSONAL COMPUTER AS DEFINED BELOW:

1) 718 ea - Optiplex 745 Standard Desktop $873.00/ea
2) 68 ea - Optiplex 745 w/20” Monitor $1,018.00/ea
3) 121 ea - Optiplex 745 w/removable hard drive $1,841.00/ea

TOTAL AMOUNT BEING FINANCED $918,799.00

<table>
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<th>Unit Cost</th>
<th>DELL OPTIPLEX 745 STANDARD</th>
<th>DELL OPTIPLEX 745 STANDARD W/20” MONITOR</th>
<th>DELL OPTIPLEX 745 STANDARD W/REMOVEABLE HARD DRIVE</th>
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<td>Dell UltraSharp 2007FP Flat Panel w/Height Adj Stand, 20.0 inch VIS, OptiPlex and Latitude (320-4663)</td>
<td>Dell UltraSharp 1707FP Flat Panel w/Height Adj Stand, 17.0 inch VIS, OptiPlex and Latitude (320-4565)</td>
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<td>Integrated Video, GMA3000, Dell OptiPlex 745 (320-5169)</td>
<td>Integrated Video, GMA3000, Dell OptiPlex 745 (320-5169)</td>
<td>PCIe, 256MB ATI Radeon X1300 Pro, Full Height, VGA adapter, Dual Monitor, Dell OptiPlex 745 Minitower (320-4967)</td>
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<td>Dell USB 2-Button Optical Mouse with Scroll, Black, OptiPlex (310-8009)</td>
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<td>No Resource CD for Dell OptiPlex, Precision and Latitude Systems (313-3673)</td>
<td>No Resource CD for Dell OptiPlex, Precision and Latitude Systems (313-3673)</td>
<td>No Resource CD for Dell OptiPlex, Precision and Latitude Systems (313-3673)</td>
</tr>
<tr>
<td>Factory Installed Software</td>
<td>Energy Smart, Energy Star labeling, EIST for OptiPlex (if applicable) (310-8344)</td>
<td>Energy Smart, Energy Star labeling, EIST for OptiPlex (if applicable) (310-8344)</td>
<td>Energy Smart, Energy Star labeling, EIST for OptiPlex (if applicable) (310-8344)</td>
</tr>
<tr>
<td>Service</td>
<td>Type 3 Contract – Next Business Day Parts and Labor On-Site Response Initial Year (980-4860)</td>
<td>Type 3 Contract – Next Business Day Parts and Labor On-Site Response Initial Year (980-4860)</td>
<td>Type 3 Contract – Next Business Day Parts and Labor On-Site Response Initial Year (980-4860)</td>
</tr>
<tr>
<td>Service</td>
<td>Type 3 Contract – Next Business Day parts and Labor On-Site Response, 2 YR Extended (970-8792)</td>
<td>Type 3 Contract – Next Business Day parts and Labor On-Site Response, 2 YR Extended (970-8792)</td>
<td>Type 3 Contract – Next Business Day parts and Labor On-Site Response, 2 YR Extended (970-8792)</td>
</tr>
<tr>
<td>Service</td>
<td>Dell Hardware Warranty Plus On-Site Service, Initial Year (985-2537)</td>
<td>Dell Hardware Warranty Plus On-Site Service, Initial Year (985-2537)</td>
<td>Dell Hardware Warranty Plus On-Site Service, Initial Year (985-2537)</td>
</tr>
<tr>
<td>Service</td>
<td>Dell Hardware Warranty Plus On-Site Service, Extended Year (985-2538)</td>
<td>Dell Hardware Warranty Plus On-Site Service, Extended Year (985-2538)</td>
<td>Dell Hardware Warranty Plus On-Site Service, Extended Year (985-2538)</td>
</tr>
<tr>
<td>Installation</td>
<td>Standard On-Site Installation Declined (900-9987)</td>
<td>Standard On-Site Installation Declined (900-9987)</td>
<td>Standard On-Site Installation Declined (900-9987)</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>Execute Disable Bit for Microsoft Windows XPSP2 set to OFF, Dell OptiPlex (463-7780)</td>
<td>Execute Disable Bit for Microsoft Windows XPSP2 set to OFF, Dell OptiPlex (463-7780)</td>
<td>Execute Disable Bit for Microsoft Windows XPSP2 set to OFF, Dell OptiPlex (463-7780)</td>
</tr>
</tbody>
</table>
**SHIPPING SCHEDULE:** The Lessor is expected to coordinate with the Supplier of the Personal Computers, the common carrier, and HACC all shipments and keep HACC advised on the delivery date. Computers must arrive at the specified locations between June 25th and July 6th, 2007, with the exceptions of Fridays, Saturdays, Sundays, and July 4th.

<table>
<thead>
<tr>
<th>Location</th>
<th>Week of July</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harrisburg Campus</td>
<td></td>
</tr>
<tr>
<td>Wildwood</td>
<td>493</td>
</tr>
<tr>
<td>Penn Center</td>
<td>74</td>
</tr>
<tr>
<td>CCTA</td>
<td>15</td>
</tr>
<tr>
<td>Gettysburg</td>
<td>57</td>
</tr>
<tr>
<td>Lancaster</td>
<td>204</td>
</tr>
<tr>
<td>Lebanon</td>
<td>42</td>
</tr>
<tr>
<td>York</td>
<td>22</td>
</tr>
<tr>
<td>Total</td>
<td>907</td>
</tr>
</tbody>
</table>

Note: All the Wildwood, Penn Center, and CCTA computers will be shipped to the Harrisburg Campus.

a) The College will accept delivery preferably during the hours of 6:30AM and 7:30AM anytime between June 25th and July 6th, 2007, with the exceptions of Fridays, Saturdays, Sundays, and July 4th.

b) The shipping carrier must call the day before (business day) to advise the College of the pending shipment.

c) The contact is:
   - Chris Fuller
     Director of Technical Services
     717-780-1929 office
     717-773-9574 cell
   or
   - Garry Crider
     Director of Purchasing
     717-780-1164 office
     717-780-2349 (Mike McEnany - Buyer)

**SHIPPING ADDRESSES:**

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harrisburg Campus</td>
<td>One HACC Drive</td>
</tr>
<tr>
<td></td>
<td>Switchgear Building</td>
</tr>
<tr>
<td></td>
<td>Harrisburg, PA 17110</td>
</tr>
<tr>
<td></td>
<td>Access to a loading dock w/forklift</td>
</tr>
<tr>
<td>Gettysburg Campus</td>
<td>731 Old Harrisburg Road</td>
</tr>
<tr>
<td></td>
<td>Gettysburg, PA 17325</td>
</tr>
<tr>
<td></td>
<td>Rear Loading Dock w/hand pallet jack</td>
</tr>
<tr>
<td>Lancaster Campus</td>
<td>1641 Old Philadelphia Pike</td>
</tr>
<tr>
<td></td>
<td>Lancaster, PA 17602</td>
</tr>
<tr>
<td></td>
<td>Access to a loading dock w/forklift</td>
</tr>
<tr>
<td>Lebanon Campus</td>
<td>735 Cumberland Street</td>
</tr>
</tbody>
</table>
LEASE STRUCTURE:

1) A Master Lease will be negotiated. It is expected that the terms and conditions identified in this Request for Proposal will become a material part of any Master Lease presented by the Lessor. If there are conflicts with any Term and Condition, the Lessor must identify and offer alternate language in their Bid Proposal.

2) Each “Equipment Schedule” will define each Financial Transaction. Each Schedule will clearly define the following:

   a) Start date of lease
   b) End date of lease
   c) Lease Term in months
   d) Lease Agreement Number / Schedule Number
   e) Description of equipment being leased
   f) Amount being leased
   g) Payment will be billed quarterly

3) The following information must be clearly shown on all invoicing:

   a) Time Period of invoice – i.e. July 1 thru July 31, 2007
   b) Can only bill one invoice to one Schedule – cannot combine schedules in one invoice
   c) Lease Schedule Number
   d) HACC’s Purchase Order Number
   e) Brief description of equipment being leased
   f) Quarterly amount being invoiced only – do not show previous balance activity on invoices. Only show past due activity on Statements if necessary.

4) Late Fee situations:

   There will be two times during the Fiscal Year (July 1st thru June 30th) that HACC will not pay late fees.

Due to HACC being closed during the Christmas Holidays (December 24 through January 2), there are reasons invoicing may not be processed before the Holidays. When staff comes back from the Holidays, HACC will make a strong effort to process all invoicing as close to the due date as possible.

The other period is during our Fiscal Year end activities. All new Purchase Orders for the new fiscal year cannot be processed until after July 1st and with the July 4th Holiday, along with extended vacations, HACC cannot process any invoice(s) for the new Fiscal Year until around July 5th or later.
These two time frames must be taken into account with any lease payment terms.

5) The lease shall be structured as pre-determined Fair Market Value or Fixed Purchase Option Lease with the end of term value set at $150.00 per Personal Computer w/monitor.

6) **Lease Schedule Start Date and Commence Date will be September 1, 2007 for all 907 Personal Computers, with no interim rent payments. No exceptions.**

7) Lessor will itemize all charges that will occur during the term of the lease. This will be defined in Section X: Cost Proposal Sheet.

8) The Lease Term **will be** for thirty-six (36) months.

9) Lease **will not** automatically renew. It will be the Lessors responsibility to contact Lessee’s Purchasing Department ninety (90) days prior to the lease end date to discuss end of lease options. The Lessee will advise Lessor of the selected option sixty (60) days prior to the lease end date.

10) HACC is self-insured – **will not** require Lessor insurance.

11) HACC **will not accept** “Interim Rent” charges.

12) Lease documentation: The Lessor who is awarded the bid will be expected to supply HACC an electronic version of all Lease Documents in WORD format in order to “red-line” changes during the Legal Review.

13) The Lessor must supply with the Bid Proposal a blank copy of **all** lease documents that will be required to be executed during the term of the lease. This includes documents such as Master Lease, Schedules, Acceptance Certificates, Exhibits, standard letter agreements, etc.

14) Returning Equipment conditions:

   a) At the end of lease term, the return destination will not exceed eight-hundred (800) miles from Harrisburg, Pa.
   b) When returning the equipment leased, Personal Computers and Monitors will be like for like or greater value, rather than serial number specific.
   c) HACC will not be liable for normal wear and tear on the equipment and will not be subject to a reconditioning fee.
   d) When shipping the PCs to the determined destination, shrink wrap to skids will be an acceptable means of packaging.

15) Payment Terms:

   a) Net 30 Days
   b) No advance payments or deposits (i.e. Last Payment at beginning of lease) **will** be allowed by the Lessor. First quarterly payment will be due 30 days of the start of the lease followed by eleven (11) quarterly payments.
16) In our current environment, HACC administers a “Self Service Program” on the Personal Computers and Monitors. In conjunction with this Request for Proposal, HACC will continue the “Self Service Program” with Dell.

17) At the end of lease, HACC may return all the Personal Computers/Monitors or a portion of the leased equipment.

18) HACC’s financials will be supplied only upon request.
X. COST PROPOSAL SHEET
for 07-49: PC LEASE 2007

The Bidders shall propose the costs to furnish the services in accordance with this RFP. Award will be made to the Contractor(s) whose proposal is most advantageous to the College.

Each item must be priced. For those cost where the Bidder will not charge, a zero must be entered.

1) Lease Factor Rate for the Personal Computers/Monitors: ____________________%

2) Quarterly Rent Payment (must be divisible by 3): $ ________________
   (i.e. quarterly rent = $333.33 // monthly rent = $111.11)

3) Documentation Fees: $ ________________

4) UCC Filing Fees: $ ________________

5) Late Payment Charges: (excluding paragraph 4 – Late Fees situation in IX: Exhibits / Specifications) $ ________________ Define

6) Processing Fees: $ ________________

7) Other Fees not identified: $ ______ itemize ______
   NOTE: Any additional lease cost not identified here cannot be billed to HACC at anytime during the lease.

Other Questions:

1) Do you acknowledge all the conditions discussed within this Request for Proposal.
   YES _____ NO ____

2) A Stipulated Loss Values Schedule must accompany Proposal.

3) Is your firm capable of delivering the necessary information on the Equipment Schedules as defined in paragraph two (2) in Section IX: Exhibits / Specifications?
   YES _____ NO ____

4) Is your firm capable of delivering the necessary information on the invoicing as defined in paragraph three (3) in Section IX: Exhibits / Specifications?
   YES _____ NO ____
5) Does your firm understand and accept the Late Fee situation discussed in paragraph four (4) in Section IX: Exhibits / Specifications?

YES _____ NO _____

Bidder agrees that any contract entered into will include all the conditions of this Request for Proposal, and if any terms and conditions conflict, the Lessor will modify any Master Lease or Schedule to include such conditions before submitting such contracts.


Company Name: __________________________________________

Authorized Signature: ____________________________________

Name (Printed): __________________________________________

Title: __________________________________________________

Date: ____________________________________________________
XI. Notification of Intent to Submit Proposal

NOTIFICATION OF INTENT TO SUBMIT PROPOSAL

Please refer to the Request for Proposal Package covering the acquisition secure funding for an Operating Lease for 1,967 Personal Computers for Proposal Number 07-49: PC LEASE 2007 for Harrisburg Area Community College.

If you are interested in submitting a Proposal, please fill out the information requested below and return this form to Garry Crider, Director of Purchasing, Harrisburg Area Community College, One HACC Drive, Harrisburg, PA 17110 no later than Tuesday, May 22, 2007, by 1:00PM. Or fax this document to 717-780-2325 or e-mail this document to cgerider@hacc.edu.

Name of Organization ____________________________________________

Mailing Address _________________________________________________

Representative’s Name ___________________________________________

Representative’s Title ____________________________________________

Phone Number __________________________________________________

FAX Number ____________________________________________________

Email Address __________________________________________________

We intend on doing the following: (check one)

1.  ( ) We will submit a Proposal

2.  ( ) We will NOT submit a Proposal

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

____________________________________________________________________

____________________________________________________________________

Signed: ___________________________     Date: _____________________
XII. Notification of Intent to Attend the Mandatory Site Visit

Notice of Intent to Attend the Mandatory Site Visit

NONE REQUIRED
Harrisburg Area Community College
Request for Proposal
07-49 – PC LEASE 2007

Harrisburg Area Community College is requesting quotes to secure funding for an Operating Lease for 1,967 Personal Computers. A copy of RFP # 07-49 may be obtained at: www.hacc.edu/rfp beginning Tuesday, May 8, 2007. Responses due by 11:00AM on Thursday, May 24, 2007 in Whitaker Hall room 130. Harrisburg Area Community College reserves the right to accept or reject any or all Proposals. HACC is committed to providing opportunities for Minority Business Enterprises (MBE), and Woman Business Enterprises (WBE). HACC encourages MBE and WBE firms to submit a Proposal for the Work and all bidders to proactively solicit MBE and WBE firms in the bidding and subcontracting process.