



**HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE  
REQUEST FOR INFORMATION  
AND  
REGISTRATION FOR REVERSE AUCTION  
09-43 SMART TECHNOLOGY SYMPODIUMS**

**Acknowledgement: Please acknowledge receipt and interest in this Request for Bid by completing the information requested below and faxing it to (717)780-2325 prior to submittal date.**

Firm Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address (include city, state, zip): \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Cellphone: \_\_\_\_\_

Check One: We will  will not  be responding to this RFB.

If not responding, please explain briefly: \_\_\_\_\_  
\_\_\_\_\_

<b>DATES:</b>		<b>HACC CONTRACT INFORMATION:</b>  Garry Crider, Director of Purchasing  Central Administration Procurement Office /W130A One HACC Drive, Harrisburg PA 17110-2999  Phone: (717) 780-1164 Fax: (717) 780-2325
Issued:	April 15, 2009	
Qualification Package Due Date:	May 1, 2009 by 3:00PM	
Acknowledgement Sheet:	May 1, 2009 by 3:00PM	
Acknowledgement of Terms and Conditions:	May 1, 2009 by 3:00PM	
Auction Date:	May 5, 2009 - @ 11:00AM TO 11:15AM	
Award of Contract:	After the June 2, 2009 Board Meeting	
BOARD MEETING: JUNE 2, 2009 All Firms who respond to the RFP will receive a notification letter in the mail within one week of the Board meeting. Bid results will be posted on HACC’s website: <a href="http://www.hacc.edu">www.hacc.edu</a> – Business & Community – Purchasing – Bid Results – Current Bid Results FY09.)		

**Request for Information and Registration for Reverse Auction  
HACC, Central Pennsylvania's Community College  
#09-43**

**For**

**SMART TECHNOLOGY SYMPODIUMS**

**Reverse Auction**

**REVERSE AUCTION DATE:**

**MAY 5, 2009**

**TIME: 11:00AM to 11:15AM**

**HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE  
REQUEST FOR INFORMATION  
09-43  
SMART TECHNOLOGY SYMPODIUMS**

**KEY DATES**

Important dates including Information and Registration deadlines are shown below. Formal addendum to this RFB will be issued to the Proponents 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 Information and Registration because of questions from Proponents and/or additional Information and Registration requested after the Information and Registration Opening.

<b>ACTIVITY</b>	<b>DATE &amp; TIME</b>
Advertisement Request for Qualifications	<b>April 15, 2009</b>
Acknowledgement Sheet Due Date:	<b>May 1, 2009 by 3:00PM</b>
Vendor Qualification Package Due Date	<b>May 1, 2009 by 3:00PM</b>
Acknowledgement of Terms and Conditions Due Date	<b>May 1, 2009 by 3:00PM</b>
Bid Event	<b>May 5, 2009 @ 11:00AM to 11:15AM</b>
Award of Contract	<b>Following: June 2, 2009 BOT Meeting</b>

**PURPOSE**

HACC, Central Pennsylvania’s Community College is issuing information and specifications for establishing an online Reverse Auction using a third party, [Sourcingsystem.procurexinc.com](http://Sourcingsystem.procurexinc.com), for the attached 09-43 Smart Technology Sympodiums package. The scope of work is listed at the end of this Request for Information and Registration.

In order to simplify HACC’s task of evaluating all vendors on the same bases, we have developed a format in which all Information and Registrations must be prepared. Failure to adhere to this format and/or omission of any information that is required will result in your disqualification. This information can be found in the **Vendor Qualification Packet** associated with this RFB document.

This document contains minimum specifications for the product(s) that must be met to be considered eligible to participate in the reverse auction. Vendors should also review the Terms and Conditions associated with this document and additional information about the online reverse auction company **Procurex (formerly eDynaQuote)** by visiting [www.sourcingsystem.procurexinc.com](http://www.sourcingsystem.procurexinc.com). Vendors may register their companies with **Procurex** and those deemed eligible to bid by HACC will be invited to participate via the auction website. **Participation in this process is completely free and vendors may decline to participate at any time prior to the reverse auction event.**

**SPECIFICATIONS:**

1. Bidders shall provide pricing on the entire package of items.
2. Pricing shall include shipping & handling.
3. The Bidders discounts offered in this bid will remain the same for variation in quantities for a period of twelve (12) months from June 2009, regardless of the manufacturer's increase or decrease. Bidders will be required to provide new price lists and catalogs to assist in verifying manufacturer's price changes.
4. Requested increases in pricing must be submitted in writing to Purchasing sixty (60) days prior to their effective date and accompanied by justification for the increase.
5. Decreases must be passed on immediately. It is expected that the Bidder awarded this business will need to monitor competitive pricing on a continual basis and pass along decreases when appropriate.
6. None of these items may be substituted for any reason.
7. Please note, the quantities in this Bid may change.
8. The equipment will be purchased at various times between June 15, 2009 and June 30, 2010. Quantities will vary from one or two at a time to 10 or 12 at a time.
9. Because every project is unique and the equipment used will vary, the Bidder shall provide prices on each individual item.
10. All items are to be brand new, sealed-in-carton unit. No refurbished or B-stock will be accepted.
11. **Communication concerning this Request for Proposal can only be with Garry Crider, Director of Purchasing (717-780-1164 or [cgcrider@hacc.edu](mailto:cgcrider@hacc.edu)). Oral communication with any other College employee, unit, department, or organization concerning this RFP is not binding on the College and shall in no way modify the RFP, or the obligation of the College or the Vendor; and may deem the Proposer's proposal void.**

**OTHER INFORMATION:**

1. This will be a non-binding reverse auction. Lowest bid will be reviewed by the College's Board of Trustees for final approval before award will be official. Board meetings are held the first Tuesday of every month except in July and August. Vendors will receive official notification of award after the College Board of Trustees meeting.
2. During the Reverse Auction, Bidders will be requested to supply pricing to any additional bid questions for the 09-43 Smart Technology Sympodiums.
3. Pennsylvania State Contracts: It is HACC's intent as an institution of higher education in the Commonwealth of Pennsylvania to utilize existing State contracts if they provide the most advantageous pricing and general terms and conditions to the College. Bidders who can present their best offer by using an existing State contract should provide the contract number on their Vendor Qualification Form.
4. HACC, Central Pennsylvania's Community College is a member of the following Group Purchasing Organizations (GPO):
  - a) COSTARS – Cooperative Sourcing to Achieve Reductions in Spend

- b) Educational & Institutional Cooperative Service, Inc. (E&I)
  - c) Provista
  - d) Amerinet
  - e) US Communities
  - f) Horizon Resource Group
5. Tax Exemption: HACC is a Non Profit, Tax Exempt organization. A certificate of tax-exempt status will be provided to the selected provider.
6. Upon Board approval a purchase order will be issued by HACC for the bid item(s) and faxed to the vendor.

## **HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE REVERSE AUCTION INSTRUCTIONS 09-43 SMART TECHNOLOGY SYMPODIUMS**

Instructions for Bidders who intend to participate in the reverse auction:

Procurex supports the following browsers: Internet Explorer 5.5 or higher, Firefox 1.0 or higher, and Netscape 7.1 or higher. For download and system requirements information, refer to [www.microsoft.com](http://www.microsoft.com), [www.mozilla.org](http://www.mozilla.org), and [www.netscape.com](http://www.netscape.com) respectively.

1. From your web browser with an internet connection, access [sourcingsystem.procurexinc.com](http://sourcingsystem.procurexinc.com) . Click on 'Log In'. If you have not already registered, you may register from this page.
2. Enter your email address and password. If you do not know or forgot your password, click 'I forgot my password...' and follow the screens.
3. Under the Procurex pull-down menu or under 'Seller' options on the home page, click on 'Accept an Event Invitation'.
4. Click on the Event name shown above.
5. Review the Auction details (items, terms, bidding date/time, parameters, etc), then click 'Continue'.
6. Select 'I have read and agreed to the Terms & Conditions'.
7. Select 'We will participate in the Auction , 'We will not participate in this Auction , or 'We will advise (I understand I have until the time bidding starts for this Auction to make my decision)'.
8. Select Submit. Please note that you should reply to the event invitation at least 3 days prior to the actual bidding time.
9. For Procurex software related questions, click 'Help' or call the help desk phone line at 1-866-412-7161 (toll free). Contact the buyer for any commercial questions about this bidding event.

At the designated time that bidding begins in this Auction, follow these steps:

1. Log in to [sourcingsystem.procurexinc.com](http://sourcingsystem.procurexinc.com) .
2. Under the Procurex pull-down menu or under 'Seller' options on the home page, click on 'Bid in an In-Process Event'.
3. Select the Event name shown above. When the bid time has arrived, the Bidding screen is activated.
4. Enter your bid in the 'Bid Price' area, click 'Preview Bid' to verify it, and finally, click 'Place Bid' to submit your bid price. Once a bid has been placed, you can not increase your bid or delete bids already submitted. If you have made a bidding error by bidding too low, you must contact the buyer (click 'View Contact') via phone to request that they suspend the Event and retract your errant bid. After you click 'Place Bid,' the Auction Status window will automatically pop up. This screen shows your bid rank and any other vendor feedback data that the buyer has decided to show such as current low bid and reserve price met/not met. The Auction Status screen also shows the time remaining and other Event status information. Return to the Bidding Screen to submit a lower bid on any items. Click 'Refresh' on the Auction Status screen at any time to see real-time updated bid feedback. The Auction Status screen will auto-refresh every 30 seconds.

5. If 'Automatic Extension' is a parameter for this Event, then any bid submitted in the last 2 minutes of the scheduled end time will cause the end time to extend 5 more minutes. This process will repeat until no additional 'late' bids are submitted.

## HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE 09-43 SMART TECHNOLOGY SYMPODIUMS

### Vendor Qualification Packet

- The forms and instructions included in this packet must be completed and submitted to the following location in order to be considered for eligibility in the reverse auction process:

Mailing Address

Reverse Auction – Central Administration Procurement Office Room W130B  
HACC – Central Pennsylvania’s Community College  
One HACC Drive  
Harrisburg, PA 17110

Fax: 717-780-2325

- Questions about this process or requirements should be directed to:

Garry Crider, Director of Purchasing  
Phone: 717/780-1164      Fax: 717/780-2325      Email: [cgcrider@hacc.edu](mailto:cgcrider@hacc.edu)

- Due Date: Requests for registration will be accepted until **May 1, 2009 by 3:00PM.** **Please Note, HACC encourages that Bidders register prior to this date.**
- This packet contains the following:
  1. Vendor Qualification Form
  2. Requirements for Qualification
  3. Terms and Conditions
  4. Scope of Work - Specifications
- **NO pricing information should be submitted at this time.**
- Process is as follows:
  1. Vendor reviews RFI specifications and terms and conditions thoroughly.
  2. Vendor submits Qualification Packet as outlined in this document.
  3. HACC is setting aside time for questions prior to the auction. Questions will be responded to prior to the auction date.
  4. Vendors deemed eligible to participate in online reverse auction will be notified by HACC with date, time, and details of auction. Vendors deemed ineligible will receive explanation of denial.
  5. Reverse auction event is held
  6. **Lowest bid** will be submitted to HACC Board of Trustees for approval at monthly Board meeting, held on the first Tuesday of every month.
  7. Upon Board approval a purchase order and/or contract will be signed and issued to low bid vendor.



**HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE  
09-43 SMART TECHNOLOGY SYMPODIUMS**

**VENDOR QUALIFICATION FORM**

Purpose: Vendors interested in participating in the online bidding process must complete and submit this form and all additional requested documentation to be considered for eligibility to bid. Failure to submit any requested information will automatically disqualify the vendor from the bidding process.

Business Name: \_\_\_\_\_

P. O. Address: \_\_\_\_\_

Remit Address: \_\_\_\_\_

Fed ID/SS#: \_\_\_\_\_ Prompt Payment Discount Terms: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

- Do you accept Visa? Y \_\_\_ N \_\_\_
- Do you prefer to receive purchase orders by (circle only one please): Mail Fax Email
- Please provide the permanent fax number or email address below if that is a preferred method.

Email address: \_\_\_\_\_ Fax number: \_\_\_\_\_

- Is this an M/WBE (Minority/Woman Owned Business Enterprise)? Y\_\_\_ N\_\_\_
- If yes, State certif. #: \_\_\_\_\_
- Are you a State of PA Qualified Vendor? If yes, list commodity and contract numbers:
- Has this company ever been debarred (State or Federal) from bidding on any projects in the past? Y\_\_\_ N\_\_\_ Please describe circumstances.

**HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE  
09-43 SMART TECHNOLOGY SYMPODIUMS**

**Requirements for Qualification  
Qualification Packet**

Following is the list of all documentation you must submit in order to be considered for eligibility to participate in the reverse auction. **Your Qualification Packet should be neat, clearly labeled, and organized in the same order as listed below:**

1. Acknowledgement Sheet
2. Vendor Qualification Form
3. Signed Terms and Conditions page.



## **HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE**

### **TERMS AND CONDITIONS**

#### **09-43 SMART TECHNOLOGY SYMPODIUMS**

##### **ACCEPTANCE OF INFORMATION AND REGISTRATIONS**

The College reserves the right in awarding the contract to consider the competency, responsibility, and suitability of the Proponent, as well as the services provided. The College further reserves the right to accept or reject any Information and Registration, 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 Proponent's response to this RFI. The College may consider any deviation from this request, provided that the proponent submit an adequate explanation and justification for that deviation

##### **ACCEPTANCE OF PURCHASE ORDER**

By reference, this purchase order, which incorporates any prior specifications, samples, or descriptions of the goods and all express and implied warranties, becomes the entire and exclusive agreement between the purchasing entity identified on this order (hereinafter “Buyer”) and Seller when acknowledged by Seller in writing or, if earlier, when Seller commences performance by accepting this purchase order or by commencing performance and/or shipping goods in response to it. Seller agrees that Buyer is not to be bound by any term or condition of Seller in any written acknowledgment, invoice, or otherwise which is inconsistent with or in addition to the terms and conditions herein and that any such inconsistent or additional terms are rejected by Buyer unless specifically agreed to in writing by Buyer. Buyer shall only be bound to commitments which are expressly authorized in writing by an authorized purchasing representative of the Buyer or a senior officer of Buyer’s company.

##### **ADDENDA TO THE RFI**

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

##### **ADVERTISING OR PUBLICITY**

Neither Buyer nor Seller shall use the name of the other in publicity releases or advertising without securing the prior written consent of the other.

##### **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 Buyer, and Buyer 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 Buyer 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 Buyer's decision becoming final and binding upon Buyer and Seller. In responding to

a claim brought by Seller, Buyer shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

**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. The Contractor(s) is an independent contractor providing services for Harrisburg Area Community College

**AWARD**

The College reserves the right to cancel the reverse auction process at anytime prior to entering into a formal written agreement with the Vendor. 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 Vendor 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 application for registration. After selection approval by the College's Board of Trustees, Harrisburg Area Community College Business and Auxiliary Services office will cause a contract/purchase order to be prepared for signatures by both parties. No other evaluation criteria, other than that outlined in the Qualification Packet and that resulting from the reverse auction, will be used.

**BID PACKAGE TERMS AND CONDITIONS**

This Reverse Auction is Subject to the Terms and Conditions of the Bid Package Documents received prior to the Reverse Auction.

**DEFINITIONS**

The following terminology shall be used throughout this Request for Information and Registration. 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. Response or Information and Registration-as used herein shall be understood to mean the written Information and Registration RFI-Request for Information and Registration College-Harrisburg Area Community College, Harrisburg, PA Vendor, Bidder, Contractor, Proponent, Supplier-as used herein shall be understood to mean the company, firm or corporation formally submitting a response to this RFI.

**DELIVERY, TITLE & RISK OF LOSS**

Title shall pass to Buyer on delivery of the conforming goods to Buyer's designated location. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Buyer. If cost of freight and delivery is not to be borne by Seller, the most economical means and route of shipment shall be employed in transporting and delivering the merchandise. If any other means or route is used, any unauthorized additional expense incurred will be charged to Seller.

**EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

Harrisburg Area Community College is committed to providing opportunities for woman and minority owned businesses. Harrisburg Area Community College encourages WMBE's to participate in the bidding process but does not grant special status to WMBE's when making procurement decisions. Harrisburg Area Community College is committed to non-discrimination and equal employment opportunity. Harrisburg Area Community College will not knowingly contract with any firm that is not an equal opportunity employer.

**EXAMINATION OF CONTRACT**

It is the intent of Harrisburg Area Community College through this Request For Information and Registration 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 reverse auction. Before submitting Qualification Packet, the Contractor shall be thoroughly familiar with reverse auction participation, all contract conditions referred to in this document, and any addenda issued before the reverse auction date. Such addenda shall be made a part of the contract. No resulting contract shall supercede the requirements of the RFI and resulting addenda unless specifically agreed to in writing by both parties. It shall be the Contractor's responsibility to ensure the inclusion of

all addenda issued prior to the reverse auction date.

**FORCE MAJEURE**

Neither party to this Purchase Order will be liable to the other for any failure or delay in performance under this Purchase Order 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. If an event of force majeure lasts for more than 90 days, Buyer shall be entitled, at its option, to terminate all outstanding orders without obligation or liability to Seller.

**GOVERNING LAW**

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. 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.

**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.

**INSPECTION**

All goods ordered hereunder will be subject to inspection and testing by Buyer at all reasonable times and places, and in any event, prior to acceptance. It is expressly agreed that inspections and/or payments will not constitute final acceptance and that all goods will be subject to final inspection after delivery to Buyer. If the goods delivered do not meet the specifications or otherwise do not conform to the requirements of this purchase order, Buyer will have the right to reject them. Goods which have been delivered and rejected in whole or in part may, at Buyer's option, be returned to Seller for reimbursement, credit or replacement, or may be held for disposition at Seller's expense and risk and/or Buyer, at its option, may obtain replacement goods from another source.

**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 Contractor from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The certificates of insurance coverage shall name HACC, Central Pennsylvania's 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 the HACC Director of Purchasing prior to commencing work.

**INVOICE / PAYMENT**

A separate original invoice is required for each shipment under this order, and no invoice will cover material on more than one order. Buyer's purchase order number must appear on all correspondence. Discount period and net payment period will be calculated from date of receipt of invoice. Payment of invoice does not constitute inspection and acceptance of material covered by this purchase order. All invoicing must be sent to One HACC Drive, Harrisburg, PA17110, Attention: Accounts Payable.

**LIABILITY**

The contractor, in performance of contract, shall release and discharge Harrisburg Area Community College from liability for, and assume the risk of, loss or damage to property of the contractor. Further, the contractor shall save Harrisburg Area Community College harmless from and defend against all losses, all liabilities, expenses and other detriments of every nature and description, to which Harrisburg Area Community College may be subjected by reason of any negligent act or omission of the contractor, or any of the contractor's subcontractors, employees, agents, invitees or licensees where such loss, liability, expense or other detriment arises out of or in connection with the performance of work under the contract, including, but not limited to liens, personal injury and loss of or damage to property of Harrisburg Area Community College.

**OSHA AND SAFETY**

All goods furnished by Seller shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all subsequent revisions thereof that are in effect as of the date of this purchase order. Additionally, Seller shall comply with all applicable local, state and any additional federal safety and health laws in effect as of the date of this purchase order. Any required safety data sheets for goods referenced in this purchase order shall be promptly forwarded to the Buyer's attention.

**QUANTITY / SUBSTITUTION**

Buyer accepts no responsibility for goods or materials shipped in excess of the quantities specified herein, and any such excess may at Buyer's option be returned to Seller at Seller's expense. Substitution of material will not be permitted unless authorized in writing by Buyer.

**RFI CLARIFICATION**

Proponents may request an explanation of the intent or content of this RFI and clarification of procedures used for this procurement. No interpretation made to any Proponent as to the meaning of the RFI shall be binding on the College unless repeated in writing and distributed as an addendum by College Business and Auxiliary Services Office. The office will convey official written responses to all relevant written questions. Requests for written explanation or clarification shall be made in writing and submitted via fax or email listing subject: "Questions Related to RFI #05-[number assigned to RFI]", to; Thomas J. Fogarty Fax 717-236-0709 Email tjfogart@hacc.edu Failure of the Proponent to make appropriate inquiries, evaluate any special conditions, or to verify requirements of this RFI shall not relieve the Contractor of the responsibility of fulfilling the contract in accordance with the terms of this RFI. Oral communication with any College employee, unit, department, or organization concerning this RFI is not binding on the College and shall in no way modify the RFI or the obligation of the College or the Contractor.

**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. Auditors selected by the College shall perform such audits.

**RIGHT-TO-KNOW LAW**

In compliance with Pennsylvania's "Right-to-Know Law", this purchase order and any associated contracts may be made available for posting on the internet for public access through the PA Treasury subject to provisions of the Law.

**STATUTORY COMPLIANCE**

Seller shall comply with all applicable federal, state, and local laws and ordinances and all lawful orders, rules and regulations thereunder.

**TAX EXEMPTION**

HACC is tax exempt as an instrumentality of the Commonwealth of Pennsylvania.

**TERMINATION OF CONTRACT**

The occurrence of any one or more of the following events shall constitute an "Event of Default," which shall entitle

Buyer to terminate the Purchase Order:

A. Any failure by Seller to deliver, when and as required, any Goods; or

B. Any failure by Seller to perform or comply with any obligation set forth herein and such failure shall continue unremedied for a period of ten (10) days or more following receipt by Seller of notice from Buyer specifying such failure; or

C. (1) the suspension, dissolution or winding-up of Seller's business, (2) Seller's insolvency, or its inability to pay debts, or its nonpayment of debts, as they become due, (3) the institution of reorganization, liquidation or other such proceedings by or against Seller or the appointment of a custodian, trustee, receiver or similar Person for Seller's properties or business, (4) an assignment by Seller for the benefit of its creditors, or (5) any action of Seller for the purpose of effecting or facilitating any of the foregoing.

**WARRANTY**

Seller warrants that all goods furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Seller has been informed of the use of the products, Seller also warrants that the items furnished hereunder are suitable and appropriate for such use. Seller shall indemnify and save the Buyer harmless from any breach of this warranty, and no limitations on Buyer's remedy in Seller's documents shall operate to reduce this indemnification. Seller shall extend all warranties it receives from its vendors to Buyer. This warranty is in addition to all warranties contained under the law. All warranties will survive acceptance of and payment for any goods under this purchase order.

Bidder certifies that their company and products/services proposed meet all specifications, terms and conditions contained herein and in the RFB.

Yes \_\_\_\_\_ No \_\_\_\_\_\*

\*Bidder has included explanation of all deviations from RFB specifications in writing for consideration.

By signing below, I am indicating that I have read and understand all terms and conditions in regards to my application for qualification to participate in the reverse auction process, and I have read all terms and conditions provided here and on the **Procurex** website in regards to this bid. I understand that no pricing information should be submitted at this time. I have provided herein complete and accurate information to the best of my knowledge. I understand that HACC will use this information to determine my eligibility to bid on the goods/services described in the Specification section of the RFB.

\_\_\_\_\_  
Signature Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE

### SCOPE OF WORK / SPECIFICATIONS FOR 09-43 SMART TECHNOLOGY SYMPODIUMS

**Bidders are to bid only on this equipment – no substitutes.**

The winner of this Bid will be awarded all future like business for one (1) year from June 15, 2009.

The equipment will be purchased at various times between June 15, 2009 and June 30, 2010.  
Quantities will vary from one or two at a time to 10 or 12 at a time.

The Bidders discounts offered in this bid will remain the same for variation in quantities for a period of twelve (12) months from June 2009, regardless of the manufacturer’s increase or decrease. Note: The winning Bidder will be required to supply HACC the list price of each item, along with the discount structure that was used to calculate the bid price. This discount structure will be the basis for future business if and when the manufacturer should increase or decrease their list price.

Bidders will be required to provide new price lists and catalogs to assist in verifying manufacturer’s price changes.

Requested increases in pricing must be submitted in writing to Purchasing sixty (60) days prior to their effective date and accompanied by justification for the increase.

Decreases must be passed on immediately. It is expected that the Bidder awarded this business will be required to monitor competitive pricing on a continual basis and pass along decreases when appropriate.

The accompanying Smart Technology Sympodiums spreadsheet can be used as a worksheet and must be completed and returned to Garry Crider’s email after the auction is complete. Bidders will be asked to enter the grand total of the items listed on the auction site. Bidders must bid on all items.

**DO NOT SUBMIT PRICING UNTIL AFTER THE AUCTION ENDS.**

Item	Manufacturer	Model	Anticipated Total Quantity	Substitutable
Sympodium	Smart Technology	ID-350	20	No