HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE
REQUEST FOR INFORMATION
AND
REGISTRATION FOR REVERSE AUCTION
09-52 PERSONAL COMPUTERS - ALL CAMPUSES

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: ____________________________________

DATES:
Issued:                   June 23, 2009
Deadline for Questions:     July1, 2009 by 11:00AM
Response to the Questions:  July 2, 2009 by 4:30PM
Qualification Package Due Date:     July 6, 2009 by 1:00PM
Acknowledgement Sheet:        July 6, 2009 by 1:00PM
Acknowledgement of Terms and Conditions:    July 6, 2009 by 1:00PM
Auction Date:                July 7, 2009 10:00AM
Award of Contract:           After the August 4, 2009 Board Meeting

HACC CONTRACT INFORMATION:
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

BOARD MEETING: AUGUST 4, 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: www.hacc.edu – Business & Community – Purchasing – Bid Results – Current Bid Results FY09.)
Request for Information and Registration for Reverse Auction  
HACC, Central Pennsylvania’s Community College  
#09-52  

For  

PERSONAL COMPUTERS - ALL CAMPUSES  
Reverse Auction  

REVERSE AUCTION DATE:  

JULY 7, 2009  
TIME: 10:00AM to 10:15AM
HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE
REQUEST FOR INFORMATION
09-52
PERSONAL COMPUTERS - ALL CAMPUSES

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.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE &amp; TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issued:</td>
<td>June 23, 2009</td>
</tr>
<tr>
<td>Deadline for Questions:</td>
<td>July 1, 2009 by 11:00AM</td>
</tr>
<tr>
<td>Response to the Questions:</td>
<td>July 2, 2009 by 4:30PM</td>
</tr>
<tr>
<td>Qualification Package Due Date:</td>
<td>July 6, 2009 by 1:00PM</td>
</tr>
<tr>
<td>Acknowledgement Sheet:</td>
<td>July 6, 2009 by 1:00PM</td>
</tr>
<tr>
<td>Acknowledgement of Terms and Conditions:</td>
<td>July 6, 2009 by 1:00PM</td>
</tr>
<tr>
<td>Auction Date:</td>
<td>July 7, 2009 10:00AM</td>
</tr>
<tr>
<td>Award of Contract:</td>
<td>After the August 4, 2009 Board Meeting</td>
</tr>
</tbody>
</table>

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, for the attached 09-52 Personal Computers - All Campuses 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. 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.
II. SPECIFICATIONS

1. Bidders shall provide pricing on the entire package of items.
2. Pricing of shipping & handling will be listed separately.
3. HACC will only consider Lenovo, Hewlett-Packard, and Dell computers.
4. The model computers acceptable for this bid package are defined in the Scope of Work – Specifications noted in last section of the Bid Package.
5. All items are to be brand new, sealed-in-carton unit.
6. **Communication concerning this Request for Proposal can only be with Garry Crider, Director of Purchasing (717-780-1164 or gcgrider@hacc.edu). Oral communication with any other College employee, unit, department, or organization concerning this RFB is not binding on the College and shall in no way modify the RFB, or the obligation of the College or the Vendor; and may deem the Bidder’s proposal void.**

III. 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. 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 for the following:
   a) Two Thousand and Ninety-three (2,093) Personal Computers (the Bidder will post their offer on this line whether the Personal Computer be a Dell, Hewlett-Packard, or Lenovo)
   b) Two Thousand and Ninety-three (2,093) Monitors (the Bidder will post their offer on this line whether the Personal Computer be a Dell, Hewlett-Packard, or Lenovo)
   c) Total Freight Cost – if applicable. **If the freight cost being quoted is at no charge, then the Bidders are instructed to enter $.01 as the cost. Procurex does not accept a “zero” cost.**
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. HACC also reserves the right to allow a Bidder 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.

4
7. 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
09-52 PERSONAL COMPUTERS - ALL CAMPUSES

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, www.mozilla.org, and www.netscape.com respectively.

1. From your web browser with an internet connection, access 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:

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.
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

- Due Date: Requests for registration will be accepted until [July 6, 2009 by 1:00PM](#). **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
09-52 PERSONAL COMPUTERS - ALL CAMPUSES

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.
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
HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE

TERMS AND CONDITIONS

09-52 PERSONAL COMPUTERS - ALL CAMPUSES

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

EXAMINATION OF CONTRACT
It is the intent of HACC, Central Pennsylvania’s 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

12
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 HACC, Central Pennsylvania’s 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 HACC, Central Pennsylvania’s Community College from liability for, and assume the risk of, loss or damage to property of the contractor. Further, the contractor shall save HACC, Central Pennsylvania’s Community College harmless from and defend against all losses, all liabilities, expenses and other detriments of every nature and description, to which HACC, Central Pennsylvania’s 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 HACC, Central Pennsylvania’s 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 tfogart@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 the 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
09-52 PERSONAL COMPUTERS - ALL CAMPUSES

INTRODUCTION: HACC, Central Pennsylvania’s Community College is going to replace two thousand and ninety-three (2,093) Personal Computers during the months of September, October, and November of 2009. The College has tested and approved the following manufactured Personal Computers listed in Section “A”. The College will only accept these models and configurations.

In our current environment, HACC, Central Pennsylvania’s Community College administers a “Self Service Program”. In conjunction with this Request for Bid, it is our intent to continue the “Self Service Program” with the selected vendor.

A) PERSONAL COMPUTERS to be bid – Note: these are the only computers that will be accepted.

Dell Optiplex 760

1. Base Unit: 224-2211 OptiPlex 760 Minitower Base Standard
2. Processor: 317-0155 Core 2 Duo E7400/2.80, 3M 1066FSB
3. Memory: 311-7444 4GB, Non-ECC, 800MHz DDR2, 2X2GB
5. Monitor: 320-6413 Dell UltraSharp 2009W, Wide Flat Panel w/Height Adjustable Stand, 20.0 Inch VIS, OptiPlex Precision and Latitude
6. Video Card: 320-7361 256MB ATI Radeon HD 3450 Graphics Dual DVI and VGA and TV Out, FH
7. Hard Drive: 341-7168 80GB SATA 10K RPM 3.0Gn/s 3.5 inch SATA2 16MB Data Burst Cache
8. Floppy Disk Drive: 341-3909 No Floppy Drive with Optical Filler Panel
9. Operating System: 420-8464 Vista Home Basic Service Pack 1, with Media, 32 Bit English
10. Mouse: 330-2733 Dell USB 2 Button Optical Mouse with Scroll, Black
12. CD-ROM or DVD-ROM Drive: 313-7103 16X DVD-ROM SATA, Data Only Dell OptiPlex Desktop and Minitower
13. CD-ROM or DVD-ROM Drive: 421-0536 Cyberlink Power DVD 8.2, with Media, Dell Relationship LOB
15. Speakers: 313-3350 Internal Chasis Speaker Option
17. Documentation Diskette: 330-1710 Documentation, English
20. Software Disk Two: 310-9505 Chassis Intrusion Switch
21. Feature: 330-3686 Resource DVD contains Diagnostics and Drivers
22. Service: 991-3622 Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended
24. Service: 992-6508 Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s)
25. Service: 992-6507 Dell Hardware Limited Warranty Plus Onsite Service Initial Year
### Hewlett-Packard DC7600

<table>
<thead>
<tr>
<th>Category</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Processor</strong></td>
<td>1 x Intel Core 2 Duo E7400 Dual-core 2.8GHz</td>
</tr>
</tbody>
</table>
| **Processor Technology** | EM64T  
|                   | Enhanced SpeedStep Technology                                            |
| **Bus Speed**     | 1066MHz                                                                  |
| **Chipset**       | Intel Q33 Express                                                        |
| **Memory**        | 4GB                                                                      |
| **Maximum Memory**| 16GB                                                                     |
| **Memory Technology** | DDR2 SDRAM  
|                   | DDR2-800/PC2-6400                                                       |
| **Storage**       | 160GB Serial ATA/300 7200 rpm                                           |
| **Optical Drive** | DVD-Writer - DVD-RAM/ RW (Serial ATA) with LightScribe                   |
| **Controllers**   | Serial ATA                                                               |
| **Display & Graphics** | Intel Graphics Media Accelerator 3100 256MB Shared DDR2 SDRAM PCI Express x16  
|                   | Integrated                                                              |
| **Network & Communication** | Intel 82566DM Gigabit Ethernet - IEEE 802.3ab  
| **Network**       | Intel 82566DM Gigabit Ethernet - IEEE 802.3ab                            |
| **Interfaces/Ports** | 2 x 4-pin Type A USB 2.0 - USB Front  
|                   | 1 x Mini-phone Headphone Front                                           |
|                   | 1 x Mini-phone Microphone Front                                          |
|                   | 6 x 4-pin Type A USB 2.0 - USB Rear                                     |
|                   | 1 x 9-pin DB-9 Serial Rear                                              |
|                   | 1 x 6-pin mini-DIN (PS/2) Keyboard Rear                                 |
|                   | 1 x 6-pin mini-DIN (PS/2) Mouse Rear                                    |
|                   | 1 x RJ-45 Network Rear                                                  |
|                   | 1 x VGA Rear                                                             |
|                   | 1 x Mini-phone Audio Line In Rear                                       |
|                   | 1 x Mini-phone Audio Line Out Rear                                      |
| **Software**      | Windows Vista Business                                                  |
| **Physical Characteristics** | Micro Tower  
| **Case Style**    | Micro Tower                                                             |
| **Dimensions**    | 14.85" Height x 6.95" Width x 16.85" Depth                             |
| **Miscellaneous** | Business Desktop dc5800MouseKeyboardHP dc5800 Country Kit               |
| **Package Contents** | Business Desktop dc5800 MouseKeyboardHP dc5800 Country Kit            |
**Lenovo M52 8113E9U**

1. 7298CTO-46T0105 Mechanical Package Tower 4 x 5
2. 7298CTO-53Y6879 Intel Core 2 Duo E7400 Processor
3. 7298CTO-45C5311 Genuine Windows Vista Home Base
4. 7298CTO-46T0716 Genuine Windows Vista Home Base
5. 7298CTO-43C1367 PC2 6400 800MHz Memory
6. 7298CTO-43C1376 4GB PC2-6400 SDRAM (2 DIMMs)
7. 7298CTO-46T0118 ATI Radeon HD3470 256M Full He
8. 7298CTO-45R5783 DisplayPort to DVI Dongle
9. 7298CTO-46R8882 Integrated High Definition Aud
10. 7298CTO-46T0110 160GB 8M Cache 7200RPM SATA
11. 7298CTO-46T0126 DVD-ROM (with DVD Playback Sof
12. 7298CTO-46R8883 Integrated Enet 10 1000 Inte
13. 7298CTO-41T3509 Lenovo Preferred Pro USB Full
14. 7298CTO-87H5944 Lenovo Optical Wheel Mouse
15. 7298CTO-29R9297 Line Cord – US
17. 7298CTO-41T2437 2GB PC2-6400 DDR2 SDRAM NP
18. 7298CTO-29R9281 SMA NO SECURITY
19. 7298CTO-41X3564 Bezel No FDD Bezel W Shield
20. 7298CTO-53Y2499 Packaging Tower No External
21. 7298CTO-53Y2548 THINKCENTER MS SYS LABEL – Basic
22. 7298CTO-53Y2987 Thermal Kit – Tamdu (Including
23. 7298CTO-53Y2550 Intel Conroe LBL (Use with Int
24. 7298CTO-43C3934 1 Drop SATA Cable for Optical

**B. SHIPPING SCHEDULE:** Quantities are estimated subject to change.

<table>
<thead>
<tr>
<th>Sum of Total PC Count</th>
<th>Term End Date</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gettysburg Campus</td>
<td>90</td>
<td>6</td>
</tr>
<tr>
<td>Harrisburg Campus</td>
<td>386</td>
<td>341</td>
</tr>
<tr>
<td>Lancaster Campus</td>
<td>147</td>
<td>101</td>
</tr>
<tr>
<td>Lebanon Campus</td>
<td>73</td>
<td>77</td>
</tr>
<tr>
<td>York Campus</td>
<td>73</td>
<td>4</td>
</tr>
<tr>
<td>Grand Total</td>
<td>769</td>
<td>442</td>
</tr>
</tbody>
</table>

a) The College will accept delivery preferably during the hours of 6:30AM and 7:30AM with a three day window as defined below:

1) The September 13, 2009 delivery – on September 11th, 12th, or 13th
2) The October 18, 2009 delivery – on October 16th, 17th, or 18th
3) The November 29, 2009 delivery – on 27th, 28th, or 29th

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doug Davis</td>
<td>Director of Technical Services 717-780-xxxx office 717-xxx-xxx cell</td>
</tr>
<tr>
<td>or Garry Crider</td>
<td>Director of Purchasing 717-780-1164 office or 717-780-2349 (Mike McEnany - Buyer)</td>
</tr>
</tbody>
</table>

C. SHIPPING ADDRESSES:

<table>
<thead>
<tr>
<th>Campus</th>
<th>Address</th>
<th>Access Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harrisburg Campus</td>
<td>One HACC Drive</td>
<td>Access to a loading dock w/forklift</td>
</tr>
<tr>
<td></td>
<td>Switchgear Building</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Harrisburg, PA 17110</td>
<td></td>
</tr>
<tr>
<td>Gettysburg Campus</td>
<td>731 Old Harrisburg Road</td>
<td>Rear Loading Dock w/hand pallet jack</td>
</tr>
<tr>
<td></td>
<td>Gettysburg, PA 17325</td>
<td></td>
</tr>
<tr>
<td>Lancaster Campus</td>
<td>1641 Old Philadelphia Pike</td>
<td>Access to a loading dock w/forklift</td>
</tr>
<tr>
<td></td>
<td>Lancaster, PA 17602</td>
<td></td>
</tr>
<tr>
<td>Lebanon Campus</td>
<td>735 Cumberland Street</td>
<td>Access to a loading dock w/hand pallet jack</td>
</tr>
<tr>
<td></td>
<td>Lebanon, PA 17042</td>
<td></td>
</tr>
<tr>
<td>York Center</td>
<td>2010 Pennsylvania Avenue</td>
<td>Access to a loading dock w/hand pallet jack</td>
</tr>
<tr>
<td></td>
<td>York, PA 17404</td>
<td></td>
</tr>
</tbody>
</table>
HACC, Central Pennsylvania’s Community College
Request for Information
and
Registration for Reverse Auction
09-52 Personal Computers – All Campuses

HACC, Central Pennsylvania’s Community College is requesting quotes for Personal Computers – All Campuses. A copy of RFP # 09-52 may be obtained at: www.hacc.edu (click on “Business & Community” – under “Purchasing”, click on “Request for Proposals”) beginning June 23, 2009. Qualification and Acknowledgement Sheets are due by 1:00PM on July 6, 2009 in Whitaker Hall room 130A. HACC, Central Pennsylvania’s 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.