



**HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE
REQUEST FOR INFORMATION
AND
REGISTRATION FOR REVERSE AUCTION
09-58 HACC CONNECTIONS MAGAZINE**

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:		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
Issued:	June 26, 2009	
Deadline for Questions:	July 6, 2009 by 11:00AM	
Response to the Questions:	July 7, 2009 by 4:30PM	
Qualification Package Due Date:	July 8, 2009 by 1:00PM	
Acknowledgement Sheet:	July 8, 2009 by 1:00PM	
Acknowledgement of Terms and Conditions:	July 8, 2009 by 1:00PM	
Auction Date:	July 9, 2009 10:00AM	
Award of Contract:	After the August 4, 2009 Board Meeting	
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
#09-58**

For

**HACC CONNECTIONS MAGAZINE
Reverse Auction**

REVERSE AUCTION DATE:

JULY 9, 2009

TIME: 10:00AM to 10:15AM

**HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE
REQUEST FOR INFORMATION
09-58
HACC CONNECTIONS MAGAZINE**

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.

ACTIVITY	DATE & TIME
Issued:	June 26, 2009
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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 09-58 HACC Connections Magazine. 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 bid request.
2. Pricing shall include shipping & handling.
3. **Communication concerning this Request for Proposal can only be with Garry Crider, Director of Purchasing (717-780-1164 or cgrider@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.**

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. 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 for the HACC CONNECTIONS MAGAZINE.
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
 - a) COSTARS – Cooperative Sourcing to Achieve Reductions in Spend
 - b) Educational & Institutional Cooperative Service, Inc. (E & I)
 - c) Horizontal Resource Group
 - d) Provista
 - e) Amerinet
 - f) US Communities
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.
7. 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.

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE REVERSE AUCTION INSTRUCTIONS 09-58 HACC CONNECTIONS MAGAZINE

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:

1. Log in to 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
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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 - Purchasing Office 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

- Requests for written explanation or clarification shall be made in writing and submitted in an envelope marked "Questions Related to RFP # 09-58" to HACC, Central Pennsylvania’s Community College, Purchasing and Business Services Office, ATTN: Garry Crider, Director of Purchasing, One HACC Drive, Harrisburg PA 17110, or by Fax 717-780-2325. Email Questions are acceptable at cgcrider@hacc.edu. Such requests must be received no later than July 6, 2009 by 11:00AM.
- Due Date: Requests for registration will be accepted until July 8, 2009. **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.
8. 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.



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

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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

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 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 HACC CONNECTIONS MAGAZINE Printed 4 times for 2009/10 year

SPECIFICATIONS

Specifications defined below are for one printing. Pricing for the Request for Bid will be for four (4) printings.

Method of Printing

- WEB or offset/sheet fed press with FSC Chain of Custody Certification

Size

- 8 3/8 x 10 7/8 inches (8.375 x 10.875 inches)

Number of Pages

- 28 numbered pages plus cover pages

Quantity

- Printer to bid on 40,000
- 35,000 magazines to be mailed, 5,000 delivered to the Harrisburg Campus
- mailing list, alumni name and addresses provided by HACC

Stock

- **COVERS:** 863# Cover - RIS paper, Chorus Art gloss (or compatible)
- **TEXT:** 60# text – RIS paper, Chorus Art gloss (or compatible)
- Samples must be provided

Inks

- Bid full color and bleeds throughout magazine.

Type, Art & Mechanicals Proofs and blueline to be provided by printer. Complete document files provided by HACC Public Relations Department.

Photographs

- Photographs, if any, will be appropriately scanned and placed within the formatted document by HACC. Artist will confirm line screen and other specifications before files are sent.

Proofs

- College will require a minimum of two full working days to review blueline proof. HACC Public Relations Department will schedule a meeting, whether in person or by phone, to arrange a production schedule with the printer who is awarded the contract.

- ONE set of blue-line proofs for one proofing opportunity are required for HACC proofreading purposes. Proofs are to be mailed/delivered to Harrisburg Campus, Public Relations Department.
- If, upon receipt of proofs, HACC feels that printer errors are excessive, that set of proofs will be returned to the printer to adjust and remit new proofs. The corrected proofs will be required at no extra cost to the College, and should in no way affect the agreed-upon production schedule.
- **OF SPECIAL NOTE:** Delivery and pick up of proofs are printer's responsibility and any costs will be the responsibility of the printer. If an overnight courier service is required, the printer must furnish an account number of the courier of their choice to pay for the services. If an account number cannot be furnished, the printer must be responsible for accepting collect shipment charges or must agree to have the overnight charges deducted from the bill for printing and mailing services.

Folding

- To finished size of 8.375 x 10.875 inches with saddle stitch.

Trim

- Trim flush on top, bottom, and side with strict conformity to specified margins. **STRICT ATTENTION MUST BE PAID TO PROPER ALIGNMENT OF PAGES AND EVEN TRIM. TRIMMING ERRORS WHICH PLACE THE SIZE OF THE MAGAZINE BEYOND POSTAL REQUIREMENTS FOR FLAT RATE MAILING WILL NOT BE ACCEPTED.**

Copy Files will be submitted as high resolution PDF's. Workable Indesign files available if needed.

Delivery **DATE-SENSITIVE MATERIAL: STRICT ADHERANCE TO DELIVERY DATES MUST BE OBSERVED. Dates will be verified with printer.**

- **On-campus magazines must be delivered on or before mailing date**
- **Printers should confirm delivery address with the Public Relations Office prior to delivery.**
- **Mail processing and Post Office deliveries should complete as close to deadlines stated above, and with postal delivery scheduled 1 week after delivery. Dates will be verified with printer.**

Postal Processing

- **Campus copies:** Postal indicia must be removed from back cover on campus copies of the tabloids.
- **Names and addresses mailing lists:** Printer should bid on mailing fulfillment – applying current resident and addresses, sorting, bundling, trayng and/or otherwise preparing tabloids for proper delivery to the U.S. Postal Service. Direct mail names and addresses will be provided to the printer by the HACC Mail Center.
- It is the responsibility of the printer to see to it that in preparing the mailing, all pieces for the same post office must be secured in packages so far as practicable, and each package must bear a facing slip showing desired distribution (city, state, zip code and carrier route i.d.). If the pieces are tied in quantities, the actual number must be shown on the facing

slip. The bundles must be secured in such a manner that bundles are not broken and facing slips are secure in post office handling. The Postal Service will not accept broken bundles. If the printer desires to pallet the mailing for delivery to the Postal Service, the printer is responsible for following the regulations as outlined in section M045 of the Domestic Mail Manual of the Postal Service. If the above regulations are not followed, the Postal Service may reject the mail. If a mailing is rejected by the Postal Service, the printer will be required to repair all errors to bring the mailing into compliance with Postal Service regulations.

OF SPECIAL NOTE

- **A copy of USPS form 3602 with HACC JOB TITLE CLEARLY MARKED ON FORM must be delivered faxed to the Manager of Mail and Receiving Services, HACC – Central Pennsylvania’s Community College, at the time of mailing. Fax number: 717-780-2670.**

Remarks:

- **100% of tabloid copy available to printer, Dates will be verified with printer.**
- **40 samples of finished magazine must be delivered to the Public Relations Office of HACC**

Terms (PLEASE READ CAREFULLY)

- If, after proof of a certain tabloid, it is determined by the HACC Public Relations Department that there exists a reasonable possibility that the printer is incapable - whether through non-performance, lack of adequate service, or improper scheduling - of completing the tabloid within the requirements of the HACC Public Relations Department, HACC retains the right to cancel the remainder of the contract at no added penalty or cost.
- Specifications call for **first quality printing**: consistent inking and screens, even trim, folding and pagination. No substitutions on specifications may be made by printer without prior approval of the Public Relations Department. Job will not be accepted unless all specifications and instructions regarding copy, layout, camera and press are met.
- All photographs, art, dummies, and copy are to be returned to the Public Relations Department when job is delivered.
- HACC cannot accept an under-run nor pay for an overrun of more or less than 1% of the quantity specified. If the job is under-run, HACC should be notified in advance of billing, and should be credited for the underage. If overrun, HACC should be notified in advance of billing, and the additional amount should be billed separately from the bid amount approved by the HACC Board of Trustees. All art and photos are the property of HACC, Central Pennsylvania’s Community College and are to be returned to HACC on completion of job.
- The College reserves the right, until a week prior to complete art files. Dates will be verified with printer, to significantly reduce/increase the quantity of tabloids to be printed and mailed. The printer will be notified of these changes immediately upon approval.

PROPOSALS:

HACC, Central Pennsylvania’s Community College

09-58 HACC CONNECTIONS MAGAZINE

PRICES WILL BE SUBMITTED ON THE REVERSE AUCTION SITE, www.sourcingsystem.procurexinc.com. At the end of the Reverse Auction, all bidders will be required to submit the below information to show the cost breakdown for each element of the bid.

PLEASE DO NOT EMAIL PRICING UNTIL AFTER THE REVERSE PRICING – IT WILL NOT BE ACCEPTED.

The magazines will be purchased four (4) different times in fiscal year 2010 as outlined in this Request for Bid. Quantities may vary from the projected quantities referenced in this Request for Bid. The Bidders should structure their proposals for the magazines for the total amount of magazines detailed in this Request for Bid in today’s prices.

HACC, Central Pennsylvania’s Community College recognizes the volatility of the paper market. Because of this volatility, the Bidders discounts offered in this bid will remain the same for any variation in quantities for the duration of the Contract, regardless of the manufacturer’s increase or decrease. Note: The winning Bidder will be required to supply HACC the list price of paper, along with the discount structure that was used to calculate the paper price. This discount structure will be the basis for future magazine releases if and when the manufacturer should increase or decrease their list price.

Requested increases in pricing must be submitted in writing to the Central Administration Procurement Department at least thirty (30) 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.

Base bid

- TOTAL PRINTED QUANTITY OF 40,000 HACC MAGAZINES.
- 28 PAGES - COVER AND TEXT PAGES

Net FOB the following locations:

- **CAMPUS COPIES:** POSTAL INDICIA MUST BE REMOVED FOR CAMPUS COPIES – deliver to HACC Mail Center, Harrisburg Campus.
- 35,000 mailing list, names and addresses provided by HACC

28 PAGES

Base Bid – Printing of HACC MAGAZINE (4 times for 09/10):
(Pricing must be for 4 printings)

\$ _____

Mailing fulfillment (preparing for mailing – does not include postage)
(Pricing must be for 4 printings) \$ _____

Total Bid (Pricing must be for 4 printings: \$ _____

- 2. Additional cost, per 1,000 \$ _____
- 3. Additional cost for four pages \$ _____
- 4. Cost per Photograph \$ _____
- 5. Cost for AA's, per page, *beyond allocated 10 AA's* \$ _____

ESTIMATOR _____

PHONE _____

NAME OF COMPANY _____

CITY, STATE _____

I HAVE READ THE RFB DOCUMENT CAREFULLY AND UNDERSTAND THE
PRINTER'S REQUIREMENTS AND RESPONSIBILITIES DEFINED THEREIN.

Mail or fax your Proposal Sheet, ONLY AFTER THE REVERSE AUCTION IS COMPLETE, to:

**Garry Crider, Director, HACC Purchasing Department,
Whitaker Hall, Room 130**

One HACC Drive, Harrisburg, PA 17110
fax: (717) 236-0709 telephone: (717) 780-1164

Questions on any bid or printing specifications should be referred to: Garry Crider, Director,
Purchasing Office, 780-1164.

**HACC, Central Pennsylvania’s Community College
Request for Information
and
Registration for Reverse Auction
09-58 HACC Connections Magazine**

HACC, Central Pennsylvania’s Community College is requesting quotes for HACC Connections Magazine. A copy of RFP # 09-58 may be obtained at: www.hacc.edu (click on “Business & Community” – under “Purchasing”, click on “Request for Proposals”) beginning June 26, 2009. Qualification and Acknowledgement Sheets are due by 1:00PM on July 8, 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.