



**HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
09-59 – CAPITAL LEASE OF MENTICE VASULAR INTERVENTION
SIMULATOR TRAINER (VIST) SIMULATOR**

Acknowledgement: Capital Lease acknowledge receipt and interest in this RFP by completing the information requested below and faxing it to (717)780-2325 prior to submittal date.

Also, Capital Lease include this page with your Proposal.

Firm Name: _____ Contact Name: _____

Address (include city, state, zip): _____

Phone: _____ Fax: _____ Email: _____

Cellphone: _____

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

If not responding, Capital Lease 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 30, 2009	
Deadline for Questions:	July 8, 2009 by 11:00AM	
Response to the Questions:	July 9, 2009 by 4:30PM	
Submit Notice of Intent to Submit Proposal:	July 13, 2009 by 2:00PM	
Proposal Due Date:	July 15, 2009 by 11:00AM	
Award of Contract:	August 4, 2009	
Board Meeting: Tuesday, August 4, 2009 All Firms who respond to the RFP will receive a notification letter in the mail within one week after 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 PROPOSAL
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE**

#09-59

for

**CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR
TRAINER (VIST) SIMULATOR
for**

HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE
Harrisburg, PA

DEADLINE TO SUBMIT PROPOSALS:

**July 15, 2009
By 11:00AM**

PROPOSALS MUST BE DELIVERED TO:
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE
CENTRAL ADMINISTRATION PROCUREMENT OFFICE
ONE HACC DR
HARRISBURG, PA 17110

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

Garry Crider, Director of Purchasing
HACC, Central Pennsylvania's Community College
Central Administration Procurement Office
One HACC Drive
Harrisburg PA 17110
Telephone: 717-780-1164
FAX: 717-780-2325

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1. KEY DATES

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

ACTIVITY	DATE & TIME
Issued:	June 30, 2009
Deadline for Questions:	July 8, 2009 by 11:00AM
Response to the Questions:	July 9, 2009 by 4:30PM
Submit Notice of Intent to Submit Proposal:	July 13, 2009 by 2:00PM
Proposal Due Date:	July 15, 2009 by 11:00AM
Award of Contract:	August 4, 2009

2. PROPOSAL SUBMISSION CONTENTS

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

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

3. DEFINITIONS

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

Campus - HACC, Central Pennsylvania’s Community College Campus, Harrisburg PA

Contract - shall be used herein to refer to the purchase order(s) generated by the final award.

Contractor shall be used herein to refer to the Vendor receiving the final award.

Purchaser - HACC, Central Pennsylvania’s Community College

Response or proposal-as used herein shall be understood to mean the written proposal to provide services.

RFP - Request for Proposal

College - HACC, Central Pennsylvania’s Community College, Harrisburg, PA

Vendor, Bidder, Contractor, Proposer, Supplier - as used herein shall be understood to mean the company, firm or corporation formally submitting a response to this RFP.

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE

**PROGRAM REQUIREMENTS
FOR**

**09-59 CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR TRAINER
(VIST) SIMULATOR**

I. PROGRAM REQUIREMENTS

A. PURPOSE

HACC, Central Pennsylvania’s Community College formally invites responses to provide information to be used in the decision to enter into a Capital Lease for a Mentice Vasular Intervention Simulator Trainer (VIST) Simulator at our Lancaster Campus. The College reserves the right to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal(s) and to award the contract in the best interests of the College.

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.

All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions and other documents as part of an Offerors response will be waived and have no effect either on this RFP or any contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by an Offeror may be grounds for rejection of the Offerors proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by the signature of its authorized representative on the execution of proposal page contained herein.

B. PROJECT PRICE CHANGES

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

HACC, Central Pennsylvania’s Community College Executive Director, Business & Auxiliary Services shall be the authorized representative of the College for purposes of interpretation of contract requirements.

C. CONTRACT STANDARDS

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

D. INVOICES AND STATEMENTS

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

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

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

E. FINAL INSPECTION AND PROJECT ACCEPTANCE

Determination of adequacy of performance project completion shall be the responsibility of the Project Manager. Neither the College nor the Project Manager nor any agent thereof on behalf of the College will supervise or be responsible for the actions of the Contractor's employees, subcontractors, or subcontractor's employees.

The Project Manager for this project shall be Garry Crider, Director of Purchasing - 717-780-1164.

F. PAYMENT

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

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

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE

**REQUEST FOR PROPOSAL
FOR
09-48 CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR
TRAINER (VIST) SIMULATOR**

II. REQUEST FOR PROPOSAL:

HACC, Central Pennsylvania’s Community College formally invites responses to this Request for Proposal to secure funding for a Capital Lease for a Mentice Vasular Intervention Simulator Trainer (VIST) Simulator.

Interested parties are invited to submit proposals to HACC, Central Pennsylvania’s Community College, Central Administration Procurement Office, One HACC Drive, Room W130A, Harrisburg, PA 17110. Proposals will be accepted until July 15, 2009, by 11:00AM.

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

A. WORKSCOPE

To secure a Capital Lease for a Mentice Vasular Intervention Simulator Trainer (VIST) Simulator (see Section IX: Exhibits / Specifications).

B. MANDATORY SITE VISIT

NONE REQUIRED

C. RFP CLARIFICATION

Proposers may request an explanation of the intent or content of this RFP and clarification of procedures used for this procurement. No interpretation made to any Proposer as to the meaning of the RFP shall be binding on the College unless repeated in writing and distributed as an addendum by the College Central Administration Procurement Office. Official written responses to all relevant written questions will be mailed or faxed by HACC, Central Pennsylvania’s Community College Central Administration Procurement Office.

Requests for written explanation or clarification shall be made in writing and submitted in an envelope marked "Questions Related to RFP # 09-59 to HACC, Central Pennsylvania’s Community College, Central Administration Procurement Office, ATTN: Garry Crider, Director of Purchasing, One HACC Drive, Harrisburg PA 17110, or by Fax 717-780-2325. Email Questions are acceptable at cgrider@hacc.edu. Such requests must be received no later than July 8, 2009 by 11:00AM.

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

Communication concerning the Request for Proposal can only be with Garry Crider, Director of Purchasing (717-780-1164 or 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.

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

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

D. ADDENDA TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, HACC, Central Pennsylvania's Community College Central Administration Procurement Office will provide addenda in writing to the Proposers. No oral statements, explanations, or commitments by whomsoever made shall be of any effect except as the same are confirmed in writing by the College Central Administration Procurement Office.

E. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

HACC, Central Pennsylvania's Community College is committed to affirmative action in accordance with state and federal laws and regulations providing for equal employment opportunity. HACC, Central Pennsylvania's Community College will not contract with any firm that is not an equal opportunity employer.

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, national origin, sex, age, marital status, religion, creed, political belief, mental or physical disability, or status as Vietnam era or disabled veteran. The contractor will comply with the Americans with Disabilities Act of 1990.

F. NON DISCRIMINATION

HACC, Central Pennsylvania's Community College is committed to non discrimination and equal employment opportunity. HACC, Central Pennsylvania's Community College will not contract with any firm that is not an equal opportunity employer.

G. ACCEPTANCE OF PROPOSALS

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

The College 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

**GENERAL CONTRACTUAL REQUIREMENTS
FOR**

**09-59 CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR TRAINER
(VIST) SIMULATOR**

III. GENERAL CONTRACT PROVISIONS:

A. EXAMINATION OF CONTRACT CONDITIONS

It is the intent of HACC, Central Pennsylvania’s Community College through this Request for Proposal and contract conditions contained herein, to establish to the greatest possible extent, complete clarity regarding the requirements of both parties to the contract resulting from the Request For Proposal.

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

By submitting a response to this RFP contractor represents that:

- 1) The contractor has read and understands the Contract specifications and conditions.
- 2) The contractor will perform the work in compliance with Commonwealth of Pennsylvania, Federal and Local Laws, Regulations, Standards, Ordinances and Codes.

B. 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 Central Administration Procurement Office, nor may any rights to any monies due or to become due hereunder be assigned.

C. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor providing services for HACC, Central Pennsylvania’s Community College.

D. INSURANCE

The Contractor shall provide insurance coverage as required by this section. Certificates of insurance coverage shall be filed with HACC, Central Pennsylvania’s Community College Central Administration Procurement Office within thirty (30) days of notice of award of contract. In no instance may any work commence prior to receipt of the certificates. A signed contract issued as notice of award shall not be considered valid until HACC, Central Pennsylvania’s Community College Central Administration Procurement Office has received the certificates.

The Contractor shall maintain the following minimum insurance:

The Contractor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$3,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either

of them. The certificates of insurance coverage shall name 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, Central Pennsylvania's Community College's Director of Purchasing prior to commencing work.

E. 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 contract or from the conduct or actions of any persons provided by the Contractor for performance of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.

F. CONTRACT MANAGER

HACC, Central Pennsylvania's Community College Central Administration Procurement Office shall be the authorized representative of the College for purposes of interpretation of contract requirements. Determination of adequacy of performance shall be the responsibility of the Project Manager. Neither the College nor the Project Manager nor any agent thereof on behalf of the College will supervise or be responsible for the actions of the Contractor's employees, subcontractors, or subcontractor's employees.

G. TERM OF CONTRACT AND INSTALLATION

The Contractor and HACC, Central Pennsylvania's Community College agree that an agreement resulting from this RFP shall be for a period from the date of award through project completion and acceptance by the College.

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE

**RIGHTS AND REMEDIES
FOR**

**09-59 CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR TRAINER
(VIST) SIMULATOR**

IV. RIGHTS AND REMEDIES:

A. ARBITRATION

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

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

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

B. LITIGATION

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

C. VENUE AND JURISDICTION

The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the 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.

D. RIGHT TO AUDIT

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

E. FORCE MAJEURE

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

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE

**PROPOSAL SUBMISSION
FOR
09-59 CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR TRAINER
(VIST) SIMULATOR**

V. PROPOSAL SUBMISSION:

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

A. ECONOMY OF PREPARATION

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

B. INCURRED COST

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

C. SIGNATORIES

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

D. MULTIPLE PROPOSALS

A Contractor may submit more than one (1) proposal. At least one of the proposals must be complete and comply with all stated instructions. However, additional proposals may be in an abbreviated form following the same format, but providing only that information that differs in any way from that contained in the complete proposal.

E. PROPOSAL DEADLINE

To be considered for selection, proposals shall arrive at HACC, Central Pennsylvania’s Community College Central Administration Procurement Office, One HACC Drive, Harrisburg, PA, 17110, by 11:00AM on or before July 15, 2009. Proposals must be in a sealed container, clearly marked "Proposal RFP # 09-59 – Capital Lease of a Mentice Vascular Intervention Simulator Trainer (VIST) Simulator.

The mailing of proposals shall allow for normal mail delivery time to ensure timely receipt of their proposals by HACC, Central Pennsylvania’s Community College Central Administration Procurement Office. Proposals arriving after the deadline will not be considered. All proposals become the property of the College.

B. NUMBER OF COPIES AND MAILING OF PROPOSAL

Two (2) copies of the General Proposal will be submitted in a sealed container clearly marked with the name of the Proposer and labeled "GENERAL PROPOSAL - RFP #09-59". One (1) of the copies shall be marked "Master

09-59 Capital Lease of Mentice Vasular Intervention Simulator Trainer (VIST) Simulator

Copy" and will contain original signatures in all locations requiring a Contractor signature. The remaining copies do not require original signatures.

The proposals must be addressed as follows:

Proposal RFP # 09-59
HACC, Central Pennsylvania Community College
Central Administration Procurement Office
ATTN: Garry Crider, Director of Purchasing
One HACC Drive
Harrisburg PA 17110

**HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE
FORMAT FOR PROPOSAL
FOR
09-59 CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR TRAINER
(VIST) SIMULATOR**

VI. FORMAT FOR PROPOSAL:

A. INTRODUCTION

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

B. COVER LETTER

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

1. Briefly summarize the Contractor's ability to provide the services specified in the RFP.
2. A Statement that the Contractor is willing to perform the work described in the RFP and to enter into a contract with HACC, Central Pennsylvania’s Community College to perform the work. The Cover Letter must be signed by a person having the authority to commit the Contractor to a contract.
3. Information should include: the company name, federal Taxpayer Identification Number, address, telephone number, FAX number, name, and title of the person to contact, name(s) of principal(s) assigned to negotiate for Contractor (if any), and the name of the individual or company who will manage the project.
4. Certification as to correctness of the proposal and the authority of person signing to bind Contractor.
5. Acknowledgment and/or exceptions taken to the proposed terms and conditions.

C. DESCRIPTION OF QUALIFICATIONS

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

D. CONTRACTOR HISTORY

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

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

09-59 Capital Lease of Mentice Vasular Intervention Simulator Trainer (VIST) Simulator

E. COST PROPOSAL

See Section: X. COST PROPOSAL SHEET for 09-59 Capital Lease of a Mentice Vasular Intervention Simulator Trainer (VIST) Simulator

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE

EVALUATION FOR 09-59 CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR TRAINER (VIST) SIMULATOR

VII. EVALUATION:

A. PROPOSAL PROCESS

1. After the date established for receipt of proposals, a register of proposals shall be prepared which shall include the name of each Proposer. The register of proposals shall be open to public inspection only after award of the contract. No additional proposals will be accepted after the opening date.
2. The evaluation shall be based on the evaluation factors set forth in this request for proposal. Factors not specified in the request for proposal shall not be considered.
3. For the purpose of conducting discussions, proposals shall be initially classified as:
 - (a) responsive; or
 - (b) non-responsive.
4. Discussions may be held with one or more Proposers to:
 - (a) promote understanding of the College’s requirements and the Proposers’ proposals; and
 - (b) Facilitate arriving at a contract that will be most advantageous to the College taking into consideration all factors set forth in the request for proposals.
 - (c) Discussions may include oral presentations, interviews, demonstrations, responses to specific questions, modifications, and negotiations. Proposers shall not be informed of their rank at the time of discussions. The College reserves the right to visit and inspect other sites of the potential Contractor.
 - (d) Proposers must be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.
 - (e) One or more Proposers may be provided an opportunity to submit a “best and final” offer.
5. References and the credit and financial responsibility of the Proposers may be verified as appropriate.

B. EVALUATION CRITERIA

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

- 1) Pricing
- 2) Responsiveness to the Request for Proposal
- 3) References
- 4) Service reputation

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE

**AWARD
FOR
09-59 CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR TRAINER
(VIST) SIMULATOR**

VIII. AWARD:

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

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

In awarding the contract, the College may take into consideration: pricing, responsiveness to the Request for Proposal, references, and service reputation. The inability of any respondent to meet the requirements may be cause for rejection of his/her proposal.

After selection approval by the colleges Board of Trustees, HACC, Central Pennsylvania’s Community College Central Administration Procurement Office will cause a contract/purchase order to be prepared for signatures by both parties. A contract(s) will be issued to the responsible Contractor(s) whose proposal is the most advantageous to the College, taking into consideration all evaluation factors. No other evaluation criteria, other than that outlined in this proposal, will be used.

**HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE
IX. SPECIFICATIONS / EXHIBITS
FOR
09-59 CAPITAL LEASE OF MENTICE VASULAR INTERVENTION
SIMULATOR TRAINER (VIST) SIMULATOR**

HACC, Central Pennsylvania’s Community College is requesting proposals to enter a three (3) year Capital Lease for the below listed equipment:

MENTICE VASULAR INTERVENTION SIMULATOR TRAINER (VIST) SIMULATOR

SPECIFICATION: The following is the equipment being obtained for Capital Lease:

TOTAL AMOUNT BEING FINANCED\$98,500.00 (includes shipping and 1st year hardware and software maintenance)

Mentice VIST™ (Vascular Intervention Simulation Trainer) is a training simulator for various endovascular procedures. It facilitates the acquisition of basic and complex interventional skills and can be used as a framework for enhancing clinical knowledge and cognitive skills.

Mentice VIST™ is a hands-on training system, where the operator uses real devices (guide wires, catheters, balloons, stents, leads, etc.) and can thus practice and master real-world techniques. Synthetic X-ray images are generated in real-time as are tactile responses, which lets the operator immediately see and feel the result of his/her actions. The Mentice VIST™ comes with numerous cases of varying difficulty, and the same simulator can be used for many different procedures. The number of available procedures is constantly increasing. (See current list of procedures.)

Mentice VIST™ enables objective measurement of skills which makes it possible for hospitals to incorporate a curriculum, set benchmarks and thereby maintain a standard of quality.

Training on medical simulators has been shown to improve the performance in open surgery and endovascular procedures, as well as vascular interventions. This is believed to have a beneficial effect on patient safety.

Trainees can develop their skills at their own pace and perform the procedures over and over again without putting the patients at risk. This results in considerably reduced stress for the trainees. Trainees can practice the procedures on the simulator until proficiency and be more prepared for patient cases.



SHIPPING ADDRESS:

HACC, Central Pennsylvania Community College
Lancaster Campus
1641 Old Philadelphia Pike
Lancaster, PA 17602
Access to a loading dock w/forklift

CAPITAL LEASE STRUCTURE:

- 1) A Master Capital Lease will be negotiated. It is expected that the terms and conditions identified in this Request for Proposal will become a material part of any Master Capital Lease presented by the Lessor. If there are conflicts with any Term and Condition, the Lessor must identify and offer alternate language in there Bid Proposal.
- 2) Each “Equipment Schedule” will define each Financial Transaction. Each Schedule will clearly define the following:
 - a) Start date of Capital Lease
 - b) End date of Capital Lease
 - c) Capital Lease Term in months
 - d) Capital Lease Agreement Number / Schedule Number
 - e) Description of equipment being leased
 - f) Amount being leased
 - g) Payment will be billed annually or quarterly (TBD)
- 3) The following information must be clearly shown on all invoicing:
 - a) Time Period of invoice – i.e. October 1 thru October 31, 2009
 - b) Capital Lease Schedule Number
 - c) HACC’s Purchase Order Number
 - d) Brief description of equipment being leased

- e) Annually or Quarterly (TBD) amount being invoiced only – do not show previous balance activity on invoices. Only show past due activity on Statements if necessary.

4) Late Fee situations:

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

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

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

These two time frames must be taken into account with any Capital Lease payment terms.

- 5) Lessor will itemize all charges that will occur during the term of the Capital Lease. This will be defined in Section X: Cost Proposal Sheet.
 - 6) The Capital Lease Term **will be** for three years.
 - 7) Capital Lease will be a \$1.00 buy out.
 - 8) HACC is self-insured – **will not** require Lessor insurance.
 - 9) HACC **will not accept** “Interim Rent” charges.
 - 10) Capital Lease documentation: The Lessor who is awarded the bid will be expected to supply HACC an electronic version of all Capital Lease Documents in WORD format in order to “red-line” changes during the Legal Review.
 - 11) The Lessor must supply with the Bid Proposal a blank copy of **all** Capital Lease documents that will be required to be executed during the term of the Capital Lease. This includes documents such as Master Capital Lease, Schedules, Acceptance Certificates, Exhibits, standard letter agreements, etc.
- 12) Payment Terms:
- a) Net 30 Days
 - b) No advance payments or deposits (i.e. Last Payment at beginning of Capital Lease) **will** be allowed by the Lessor.
- 13) HACC’s financials will be supplied only upon request.

X. COST PROPOSAL SHEET
For
09-59 CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR
TRAINER (VIST) SIMULATOR

Bidders shall propose the costs for a three year Capital Lease billed both annually and quarterly. HACC will evaluate both the lease billed annually and billed quarterly and choose the most advantageous payment proposal to the College.

- 1) Capital Lease Factor Rate
 - a) Annual LFR(Payment due at start of lease) _____%
 - b) Quarterly LFR _____%
 - 2) Quarterly Rent Payment (must be divisible by 3): \$ _____
(i.e. quarterly rent = \$333.33 // monthly rent = \$111.11)
 - 3) Documentation Fees: \$ _____
 - 4) UCC Filing Fees: \$ _____
 - 5) Late Payment Charges: (excluding paragraph 4 – Late Fees situation in IX: Exhibits / Specifications) _____ Define
 - 6) Processing Fees: \$ _____
 - 7) Other Fees not identified: \$ _____ itemize _____
- NOTE: Any additional Capital Lease cost not identified here cannot be billed to HACC at anytime during the Capital Lease.**

Other Questions:

- 1) Do you acknowledge all the conditions discussed within this Request for Proposal.
YES _____ NO _____
- 2) A Stipulated Loss Values Schedule must accompany Proposal.
- 3) Is your firm capable of delivering the necessary information on the Equipment Schedules as defined in paragraph two (2) in Section IX: Exhibits / Specifications?
YES _____ NO _____

4) Is your firm capable of delivering the necessary information on the invoicing as defined in paragraph three (3) in Section IX: Exhibits / Specifications?

YES _____ NO _____

5) Does your firm understand and accept the Late Fee situation discussed in paragraph four (4) in Section IX: Exhibits / Specifications?

YES _____ NO _____

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

OFFER GUARANTEED FROM DATE SHOWN BELOW THROUGH THE EXECUTION OF THE LAST AGREEMENT FOR THE EQUIPMENT DELIVERED.

Company Name: _____

Authorized Signature: _____

Name (Printed): _____

Title: _____

Date: _____

09-59 Capital Lease of Mentice Vasular Intervention Simulator Trainer (VIST) Simulator

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE

**XI: NOTIFICATION OF INTENT TO ATTEND MANDATORY SITE VISIT
FOR
09-59 CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR TRAINER
(VIST) SIMULATOR**

NONE REQUIRED

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE

**XII: NOTIFICATION OF INTENT TO SUBMIT PROPOSAL
FOR
09-59 CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR
TRAINER (VIST) SIMULATOR**

Capital Lease refer to the Request for Proposal Package covering Capital Lease of a Mentice Vasular Intervention Simulator Trainer (VIST) Simulator for Proposal Number 09-59 Capital Lease of a Mentice Vasular Intervention Simulator Trainer (VIST) Simulator.

If you are interested in submitting a Proposal, Capital Lease fill out the information requested below and return this form to Garry Crider, Director of Purchasing, HACC, Central Pennsylvania’s Community College, One HACC Drive, Harrisburg, PA 17110 no later than July 13, 2009, by 2:00PM. Or fax this document to 717-780-2325 or e-mail this document to cgcrider@hacc.edu.

Name of Organization _____

Mailing Address _____

Email Address: _____

Representative’s Name _____

Representative's Title _____

Phone Number _____

FAX Number _____

We intend on doing the following: (check one)

- 1. () We will submit a Proposal
- 2. () We will NOT submit a Proposal

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

Signed: _____ Date: _____

HACC, Central Pennsylvania’s Community College
REQUEST FOR PROPOSAL
09-59 – CAPITAL LEASE OF MENTICE VASULAR INTERVENTION SIMULATOR
TRAINER (VIST) SIMULATOR

HACC, Central Pennsylvania’s Community College is requesting quotes for Capital Lease of Mentice Vasular Intervention Simulator Trainer (VIST) Simulator facility. A copy of RFP # 09-59 may be obtained at: www.hacc.edu (click on “Business & Community” – under “Purchasing”, click on “Request for Proposals”) beginning June 30, 2009. Responses due by 11:00AM on July 15, 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.