

**HACC — Central Pennsylvania’s Community College  
 Request for Qualification, #10-01  
 Desktop Computer Replacement – Reverse Auction**

**Acknowledgement:** Please acknowledge receipt and interest in this RFQ by completing the information requested below and faxing it to (717)780-2325 by July 16, 2009, 4:30PM.

Also, please include this page with your proposal.

Vendor Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Address (include city, state, zip): \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Check One: We will \_\_\_\_\_ will not \_\_\_\_\_ be responding to this RFQ.  
 If not responding, please explain briefly: \_\_\_\_\_  
 \_\_\_\_\_

<b>Dates</b>	
Issued:	July 8, 2009
Qualification Package Due:	July 21, 2009, 1:00 PM.
Evaluation Period End Date:	August 4, 2009, 4:00 PM
Auction Date:	TBD
<p>BOARD MEETING: AUGUST 4, 2009                      All Vendors who respond to the RFP will receive a notification letter in the mail within one week of the Board meeting. Bid results will be posted on HACC’s website: <a href="http://www.hacc.edu">www.hacc.edu</a> – Business &amp; Community – Purchasing – Bid Results – Current Bid Results FY10.)</p>	

**HACC Contact Information**  
 Tom Fogarty, Executive Director, Procurement and Business Services  
 or  
 Garry Crider, Purchasing Manager  
 Purchasing Office/W130  
 One HACC Drive, Harrisburg PA 17110-2999  
 Phone: (717) 780-1930  
 Fax: (717) 780-2325

**Terms**

- All Qualification Packages must be shipped or hand delivered in a **sealed** container clearly marked with company name and proposal number. **Faxes are not acceptable.**
- All Qualification Packages must be signed by an authorized representative of the company.
- The College reserves the right to select all or any items on the RFQ or to reject all Qualification Packages.
- Qualification Packages must include all return shipping/handling/freight instructions. HACC is tax exempt.
- Do not include a copy of this entire RFQ document with your response. Only include this page.

**HACC — Central Pennsylvania’s Community College  
Harrisburg, PA**

**Request for Qualification, #10-01  
for  
Desktop Computer Replacement – Reverse Auction**

Deadline to Submit Qualification Packages:  
Sealed Qualification Packages Must Be Delivered to:

July 21, 2009 @ 1:00 PM  
HACC, Procurement and Business  
Services  
Room 130  
One HACC Drive  
Harrisburg, PA 17110

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

Thomas J. Fogarty, Executive Director  
HACC — Central Pennsylvania’s Community College  
Procurement and Business Services  
Harrisburg PA 17110  
Telephone: (717) 780-1930  
Email: [tjfogart@hacc.edu](mailto:tjfogart@hacc.edu)

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July 8, 2009

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**Key Dates**

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

<b>Dates</b>	
Issued:	July 8, 2009
Qualification Package Due:	July 21, 2009, 1:00 PM.
Evaluation Period End Date:	August 4, 2009, 4:00 PM
Auction Date:	TBD

**Proposal Submission Contents**

Qualification Packages must include all information required by the following sections (See *Section VI, Format for Qualification Packages*):

- a. Cover Letter
- b. Vendor Qualifications Exhibit A
- c. Vendor History
- d. Project Plan
- e. (2) Identical evaluation systems per configuration

**Definitions**

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

Campus: HACC’s Campuses

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

Vendor, Proposer, Vendor: the company, vendor or corporation formally submitting a response to this RFQ

Contract: the agreement generated by the final award

Purchaser: HACC - Central Pennsylvania’s Community College

## I. Requirements

### A. Purpose

The College desires submission of Qualifications and Evaluation packages to prepare a Reverse Auction for replacement of **two thousand, one hundred and twenty-seven (2,127)** desktop computers throughout the college. The Qualification and Evaluation Packages will establish a framework for the orderly development of the reverse auction conducted through Procurex. Instructions for registration with **Procurex** can be found in **Exhibit A**. The Qualification and Evaluation Packages will include the **Vendor Qualification Forms** found in **Exhibit B**, and two **Evaluation Systems** specifications which are found in **Exhibit C** - to be shipped to the college for evaluation in college's environment. Evaluation Systems will be returned to the proponent at their request and expense.

This is a critical project in the replacement of the academic and administrative desktop computers currently being leased by a third party. The college's lease schedules will be expiring in September, October, and November of 2009 and the machines selected through this process will replace them. The college will solicit for a new lease separately from the requirements of this RFQ.

The College is seeking Qualification and Evaluation Packages incorporating the minimum specifications as outlined in this RFQ. The College encourages participation by local and Woman and/or Minority owned Business Enterprises (WMBEs).

### B. Proposal Pricing Method

This will be a non-binding reverse auction. Lowest bid will be reviewed by the College for final approval before agreement will be official.

During the Reverse Auction, Bidders will be requested to supply pricing for the following:

- a) Two Thousand, One Hundred and Twenty-Seven (2,127) Pre-approved Desktop Computer Systems
- b) 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.**

Tax Exemption: HACC is a Non Profit, Tax Exempt organization. A certificate of tax-exempt status will be provided to the selected provider.

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.

The resulting low bid from the reverse auction process will be used in acquiring leasing terms and rates through a separate solicitation. Ultimately, the selected leasing company will be procuring the desktop units from the successful bidder at the price agreed to in the reverse auction process.

### C. Project Price Changes

No Price changes will be accepted.

### D. Agreement Standards

Terms and conditions found in **Exhibit D** must be agreed to and signed in accordance with instructions found therein. It will be the vendor's responsibility to coordinate, with the College's authorized leasing representatives the any additional terms and conditions as well as the smoothest delivery and ordering process.

The terms of this RFQ will take precedence over all agreements signed with respect to the product. Exceptions noted in vendor responses must be accepted in writing by both parties as being incorporated into the terms of this RFQ.

**E. Invoices and Statements**

Copies of invoices to the leasing company must be sent to HACC Procurement and Business Services and must be descriptively itemized and clearly indicate the applicable College agreement number, including the project name, quantity, and delivery location.

**F. Payment**

The College will make every effort to confirm delivery of products as quickly as possible to acknowledge acceptance for payment by the leasing company.

**II. Request for Qualification**

HACC formally invites submissions from desktop computer providers to this Request for Qualifications, to provide replacement desktop computers throughout the college.

**A. Scope of Work**

The College desires to prepare a Reverse Auction for pre-qualified desktop computer systems which will be leased through a third party selected separately from this solicitation. The College has an active and current Strategic Plan for the deployment and refresh of its computer needs and has a requirement to replace 2127 PC's between the end of September and the end of November of 2009.

The following is the proposed delivery schedule which is driven by the expiration of the current lease schedules. Delivery will be accepted during a three day window leading up to and including the dates specified below:

<b>Delivery Timetable (estimates)</b>	
<b>2009</b>	
September 16	First delivery of 769 PC's to Various campuses as listed below
October 14	Second delivery of 442 PC's as listed below
November 18	Third and final delivery 916 PC Various campuses as listed below

Delivery must be coordinated with the campus IT representative at least one week in advance with specific delivery time estimates.

The following is the quantity and destination of shipments:

Campus	9/16/2009	10/14/2009	11/18/2009	Grand Total
Gettysburg Campus	90		36	126
Harrisburg Campus	386	341	496	1223
Lancaster Campus	147	101	269	517
Lebanon Campus	73		77	150
York Campus	73		38	111
<b>Grand Total</b>	<b>769</b>	<b>442</b>	<b>916</b>	<b>2127</b>

The following is the shipping address and description of access:

Harrisburg Campus	One HACC Drive Switchgear Building Harrisburg, PA 17110 Access to a loading dock w/forklift
Gettysburg Campus	731 Old Harrisburg Road Gettysburg, PA 17325 Rear Loading Dock w/hand pallet jack
Lancaster Campus	1641 Old Philadelphia Pike Lancaster, PA 17602 Access to a loading dock w/forklift
Lebanon Campus	735 Cumberland Street Lebanon, PA 17042 Access to a loading dock w/hand pallet jack
York Center	2010 Pennsylvania Avenue York, PA 17404 Access to a loading dock w/hand pallet jack

## B. Procedure

The first step in this process will be the submission of the qualifications package and evaluation systems.

1. Vendors should review RFQ specifications and terms and conditions thoroughly.
2. Vendor submits Qualification Package including (2) Evaluation systems as outlined in this document.
3. Qualification Packages and Evaluation systems may be submitted at anytime prior to the due date. (NOTE: HACC encourages shipping units before the due date.)
4. Vendors may submit more than one (2 machine) configuration for evaluation as long as the minimum specifications are met and each system is clearly identified separately.
5. A HACC evaluation committee will evaluate Qualifications based on the criteria requested in this RFQ.
6. HACC Information Technologies staff will evaluate the systems in our environment to verify they meet the minimum specifications and can handle the normal operating parameters of the college.
7. Vendors and systems deemed eligible to participate in the online reverse auction will be notified by HACC with date, time, and details of auction. Vendors deemed ineligible will receive explanation of denial.
8. Reverse auction event is held for invited participants only.
9. **Lowest bid** will be deemed winner and used to solicit leasing options.
10. Upon Board approval an agreement and/or contract will be signed and issued to leasing vendor and the low bid vendor.

### **III. Agreement Provisions**

#### **A. Examination of Agreement Conditions**

It is HACC's intent through this Request for Qualifications and agreement conditions contained herein to establish to the greatest possible extent clarity about the requirements of both parties to the agreement resulting from the RFQ.

Before submitting a proposal, the Vendor shall be thoroughly familiar with all agreement conditions referred to in this document, and any addenda issued before the qualification submission date. Such addenda shall form a part of the RFQ and shall be made a part of the agreement. It shall be the vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the qualification submission date.

By submitting a response to this RFQ, the proposer represents that the proposer has read and understands the agreement specifications and conditions.

#### **B. Agreement Manager**

HACC's Procurement and Business Services shall be the authorized representative of the College for purposes of interpretation of the agreement requirements. Determination of adequacy of performance shall be the responsibility of the HACC Project Manager. Neither the College, nor the HACC Project Manager, nor any agent thereof, on behalf of the College, will supervise or be responsible for the actions of the Vendor's employees, sub Vendors, or sub Vendor's employees.

### **IV. Qualification Package Submission**

Any term or condition stated in this RFQ document shall be considered accepted by the vendor unless specifically objected to by the vendor. The College may accept or reject vendor's alternative Qualification Packages. A proposal may be rejected if it is incomplete or conditional.

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

#### **A. Economy of Preparation**

Qualification Packages should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFQ. 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 Qualification Packages.

Should proposers desire the return of the evaluation systems after the evaluation process, or after the reverse auction is complete, the proposer should include detailed instructions on the return of the systems and any return authorization documents pre-approved and paid for.

### **C. Signatories**

The Qualifications Packages shall include information as requested throughout the RFQ. The signature of all persons authenticating the proposal shall be printed and written in longhand in any designated area on page one (1) of the Master Copy. The proposal shall be signed with blue ink.

### **D. Qualification Deadline**

To be considered for selection, Qualification Packages shall arrive at HACC's Procurement and Business Services Office, One HACC Drive, Room Whitaker 130, Harrisburg, PA, 17110, prior to 1:00 p.m. July 21, 2009. Qualification Packages must be, clearly marked " RFQ #10-01, Desktop Computer Replacement Qualification and Evaluation Package." Allow time for normal delivery to ensure timely receipt of Qualification Packages by HACC's Procurement and Business Services Office. Qualification Packages arriving after the deadline will not be considered. All Qualification Packages documents become the property of the College.

### **E. Number of Copies and Mailing of Qualifications**

Five (5) Copies of the qualification documents will be submitted in a container clearly marked with the name of the Proposal and labeled "Qualification RFQ #10-01, Desktop Computer Replacement Qualification and Evaluation Package." One (1) of the copies shall be marked "Master Copy" and will contain original signatures. The remaining copies do not require original signatures. **No cost information is to be contained in the proposal.**

## **V. Format for Qualification**

The proposal shall be clear, concise and limited to no more than 10 pages. Use a table of contents for ease in finding necessary information. The title page accompanying the proposal shall be signed by the person or persons required and authorized to legally bind the vendor to the proposal and shall specifically state that the vendor and products comply with all specifications set forth in the proposal within the proposed time limits to the satisfaction of the College. Proposals shall be on 8 ½ x 11 paper only.

### **A. Cover Letter**

The cover letter shall contain a brief introduction of the Vendor and Qualifications. The letter shall be concise and need not repeat any of the detailed information set forth in the proposal; however, any terms or conditions of this RFQ to which the Vendor objects and/or does not accept shall be clearly stated in the cover letter along with any alternatives or further explanation. At a minimum, the cover letter page shall be on company letterhead and shall include the name and working address of the vendor submitting a proposal, the name and telephone number of the primary company representative to be contacted with reference to the proposal, and the date of submission.

### **B. Vendor Qualifications**

Each Proposal must contain a completed proposal with a description of the vendor's qualifications to perform the services specified in this RFQ. The College reserves all rights as to the evaluation of any and all responses to the proposal submitted by each vendor and to the College's determination of the vendor's qualifications.

### **C. Vendor History**

Each proposal must include a brief (one page) profile demonstrating an established, successful track record of past performance in providing services closely related to the requirements specified in this RFQ. Explain the vendor's management structure, number of years in business, and history of the vendor.

In addition, provide one page containing data regarding college and/or university projects the vendor has been involved with during the past ten years. This description of previous projects shall include overall size of facility, value of projects, owner's name, address and telephone number.

**D. Project Cost**

Project cost will be evaluated through the reverse auction process. **DO NOT SUBMIT PRICING DATA WITH THE QUALIFICATION PACKAGE.**

**VI. Evaluation**

**A. Qualification Process**

1. After the date established for receipt of Qualification Packages, a register of Qualification Packages shall be prepared which shall include the name of each proposal. The register of Qualification Packages shall be open to public inspection only after proposal opening. No additional Qualification Packages will be accepted after the opening date.
2. The evaluation shall be based on the evaluation factors set forth in this RFQ. Factors not specified in the RFQ shall not be considered.
3. For the purpose of conducting discussions, Qualification Packages 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 vendors Qualification Package;
  - b. Facilitate arriving at an agreement that will be most advantageous to the College taking into consideration all factors set forth in the request for Qualification Packages
  - 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.
5. References and the credit and financial responsibility of the Qualification Packages may be requested and verified as appropriate.

**B. Evaluation Criteria**

All Qualification Packages must meet or exceed mandatory requirements outlined in this RFQ in order to be accepted. Those Qualification Packages meeting the minimum mandatory requirements will be considered qualified.

Information and data for qualification will come from information supplied in the Vendor's proposal, from the three references and the evaluation systems submitted.

***Vendor Qualifications & History***

Provide a brief history (ref. VI, C. above) of the firm including similar projects of this size and nature.

Provide three references from educational institutions.

Information provided by the references and in the proposal will be evaluated.

Particular attention will be given to prior experience with projects of similar size and scope.

***Warranty***

Systems must be warranted for a minimum of 3 years.

Vendor must provide detailed description of how a warranty parts direct type program will work.

1. HACC technicians must either become certified or recognized as being authorized to troubleshoot warranted PC's and have parts shipped in directly based on their evaluation.
2. Program must also include compensation on a flat rate for warranty work performed by HACC authorized technicians.

***Total Cost***

**SUBMITTED DURING REVERSE AUCTION**

The total cost of equipment and any shipping cost will be used in the evaluation of the low bidder in the reverse auction process. HACC encourages early registration once notified of Date and time of the Auction so bidders can become familiar with the process.

**VII. Award**

The College will review all Qualification Packages. 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 Vendor.

The College intends to execute an agreement with the vendor 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 Qualification Packages.

In awarding the agreement, the College may take the following 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 the proposal.

**EXHIBIT A:**



## **HACC – CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE REVERSE AUCTION INSTRUCTIONS**

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

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

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

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

1. Log in to [sourcingsystem.procurexinc.com](http://sourcingsystem.procurexinc.com) .
2. Under the Procurex pull-down menu or under 'Seller' options on the home page, click on 'Bid in an In-Process Event'.
3. Select the Event name shown above. When the bid time has arrived, the Bidding screen is activated.
4. Enter your bid in the 'Bid Price' area, click 'Preview Bid' to verify it, and finally, click 'Place Bid' to submit your bid price. Once a bid has been placed, you can not increase your bid or delete bids already submitted. If you have made a bidding error by bidding too low, you must contact the buyer (click 'View Contact') via phone to request that they suspend the Event and retract your errant bid. After you click 'Place Bid,' the Auction Status window will automatically pop up. This screen shows your bid rank and any other vendor feedback data that the buyer has decided to show such as current low bid and reserve price met/not met. The Auction Status screen also shows the time remaining and other Event status information. Return to the Bidding Screen to submit a lower bid on any items. Click 'Refresh' on the Auction Status screen at any time to see real-time updated bid feedback. The Auction Status screen will auto-refresh every 30 seconds.
5. If 'Automatic Extension' is a parameter for this Event, then any bid submitted in the last 2 minutes of the scheduled end time will cause the end time to extend 5 more minutes. This process will repeat until no additional 'late' bids are submitted.

Exhibit B:



## HACC – CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE

### 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.

Vendor Name: \_\_\_\_\_

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

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

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

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

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

- 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.

**Exhibit C:**

Minimum Hardware Specifications

- Mini/Mid Tower Case
- High Efficiency (GREEN) Power Supply E80+ Certified or better
- 2 External 5 ¼ Bays or better
- Intel Core2 Duo (E7300) or better
- DVD ROM Drive, 16x or better (CDRW Not required)
- 80 GB Hard Drive, SATA II, 7200 RPM or better
- 4GB of Memory (2GB x 2 DIMMs), 800 MHz or better
- 4 DIMM slots
- 2 available full height PCI slots or better
- PCIe Video Card with at least 256MB of video memory, UNSHARED
- 20” Widescreen LCD monitor with DVI and VGA inputs, adjustable height stand
- 6 REAR USB 2.0 ports
- 2 FRONT USB 2.0 ports
- Windows Vista Home Premium Edition with OS Media and license
- Integrated 10/100/1000 Ethernet NIC
- Integrated sound chip with line in, line out and mic
- Internal PC speaker

Vendors may submit more than one complete system for evaluation as long as it meets the minimum specifications. Each system must be clearly identified and only one machine will be qualified for the auction.

**EXHIBIT D:**



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

**TERMS AND CONDITIONS**

**ACCEPTANCE OF QUALIFICATIONS**

The College reserves the right in accepting qualification packages 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 submissions, to waive any irregularities or informalities, and to award the agreement 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 RFQ. The College may consider any deviation from this request, provided that the proponent submit an adequate explanation and justification for that deviation

**RFQ CLARIFICATION**

Proponents may request an explanation of the intent or content of this RFQ and clarification of procedures used for this procurement. No interpretation made to any proponent as to the meaning of the RFQ shall be binding on the College unless repeated in writing and distributed as an addendum by College Procurement and Business 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 RFQ #10-01", to; Thomas J. Fogarty Executive Director Procurement and business Services, Fax 717-236-0709 Email tjfogart@hacc.edu Failure of the Proponent to make appropriate inquires, evaluate any special conditions, or to verify requirements of this RFQ shall not relieve the Vendor of the responsibility of fulfilling the agreement in accordance with the terms of this RFQ. Oral communication with any College employee, unit, department, or organization concerning this RFQ is not binding on the College and shall in no way modify the RFQ or the obligation of the College or the Vendor.

**ADDENDA TO THE RFQ**

In the event that it becomes necessary to revise any part of this RFQ, HACC, Central Pennsylvania's Community College Procurement 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 Procurement and Business 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 agreement 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 agreement may not be assigned or transferred in whole or in part, without the written permission of HACC, Central Pennsylvania's Community College Procurement and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned. The Vendor(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 agreement, 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 qualification and evaluation package. 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.

#### **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 considered 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.

#### **EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

HACC, Central Pennsylvania's Community College is committed to providing opportunities for local and woman and minority owned businesses. HACC, Central Pennsylvania's Community College encourages local and 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 agreement with any vendor that is not an equal opportunity employer.

#### **EXAMINATION OF AGREEMENT**

It is the intent of HACC, Central Pennsylvania's Community College through this Request For Qualifications and agreement conditions contained herein, to establish to the greatest possible extent, complete clarity regarding the requirements of both parties to the agreement resulting from the reverse auction. Before submitting Qualification Packet, the Vendor shall be thoroughly familiar with reverse auction participation, all agreement conditions referred to in this document, and any addenda issued before the reverse auction date. Such addenda shall be made a part of the agreement. No resulting agreement shall supercede the requirements of the RFQ and resulting addenda unless specifically agreed to in writing by both parties. It shall be the Vendor's responsibility to ensure the inclusion of all addenda issued prior to the reverse auction date.

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

### **LIABILITY**

The vendor, in performance of agreement, 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 vendor. Further, the vendor 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 vendor, or any of the vendor'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 agreement, including, but not limited to liens, personal injury and loss of or damage to property of HACC, Central Pennsylvania's Community College.

### **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 agreement, 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 Vendor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$2,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect Vendor from claims for damages and personal injury, including death, which may arise from operation under this Agreement, whether such operations be by Vendor 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 Vendor shall provide statutory worker's compensation insurance for employees. The Vendor 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**

Invoicing for this agreement will be done through the selected leasing company on behalf of Harrisburg Area Community College.

**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.

**RIGHT TO AUDIT**

The College and appropriate designated representatives reserve the right to audit the College account records and other financial records of the Vendor, as they pertain to the College during reasonable business hours and with prior notification. Auditors selected by the College shall perform such audits.

**RIGHT-TO-KNOW LAW**

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

**TAX EXEMPTION**

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

**TERMINATION OF AGREEMENT**

The occurrence of any one or more of the following events shall constitute an "Event of Default," which shall entitle Buyer to terminate the Agreement:

- 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 agreement.

## VENDOR CERTIFICATION FORM

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 RFQ 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.

Vendor Name: \_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date