

**REQUEST FOR PROPOSAL
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE**

**10-12
FURNITURE FOR CYTEC RENOVATION – YORK CAMPUS**

for

HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE
Harrisburg, PA

DEADLINE TO SUBMIT PROPOSALS:

**SEPTEMBER 1, 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,
Please direct questions to:

Thomas J Fogarty, Executive Director Procurement
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
Advertisement	August 12, 2009
Notice of Intent to Submit:	August 28, 2009 by 3:00PM
Pre-bid Meeting and Site Visit	N/A
Proposals Due	September 1, 2009 at 11:00am
Official Award of Contract by HACC Board of Trustees	October 6, 2009

2. PROPOSAL SUBMISSION CONTENTS

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

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

3. DEFINITIONS

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

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

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

Bidder shall be used herein to refer to the Bidder receiving the final award.

Purchaser-H 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 Campus, Harrisburg, PA

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

I. PROGRAM REQUIREMENTS

A. PURPOSE

HACC, Central Pennsylvania's Community College formally invites responses to provide information to be used in the decision to purchase, deliver, and install selected furniture (Exhibit "A") or equivalent to the Cytex Building located at HACC's York 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.

B. PROJECT PRICE CHANGES

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

HACC, Central Pennsylvania's Community College Executive Director, Procurement and Business 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 Bidder's 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, Location, and proper HACC account number.

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 Bidder's employees, subcontractors, or subcontractor's employees.

The Project Manager for this project shall be Thomas Fogarty, Executive Director, Procurement and Business Services.

The HACC York Campus Facilities Contact shall be Keith Rufalo, York Campus Facilities Director.

F. PAYMENT

The College will make payment 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.

II REQUEST FOR PROPOSAL

HACC, Central Pennsylvania's Community College formally invites responses to this Request for Proposal to provide information to be used in the acquisition to purchase, deliver, and install selected furniture (Exhibit "A") or equivalent to the Cytec Building located at HACC's York Campus.

Interested parties are invited to submit proposals to HACC, Central Pennsylvania's Community College, Central Administration Procurement Office, Whitaker Hall, Room 130, One HACC Drive, Harrisburg PA 17110. Proposals will be accepted until 11:00am on September 1, 2009.

A. PROJECT DESCRIPTION

The Project consists of providing the delivery and installation of furniture for various Classrooms, Office spaces, and Commons Area located at 2161 Pennsylvania Avenue, York, PA 17404.

Furniture specifications are included in attachment "A" by section along with provisions for alternate equivalent manufacturer furnishings. Mixed proposals using "as specified" furniture manufacturers and alternate manufacturers should be reflected on the alternate submittal form.

Alternate proposals must be provided with the COM fabric specified in the design specifications.

B. SCOPE OF SERVICES

Provide furniture and installation as specified in Exhibit "A" entitled HACC Cytec Renovation – York Campus Furniture Bid Package. The Specifications are subject to, and are a part of, the Terms and Conditions which have been established for the purposes of soliciting furniture and installation proposals.

1. Quantities may have a minimal variation based on the final customer requirements.
2. Contractor shall confirm placement of order with manufacturer to include Delivery dates within two weeks of award of this contract.
3. The Contractor shall perform services as requested and directed by Owner and/or representative. Services shall be performed during HACC's normal business hours.
4. Contractor shall provide labor, vans, and equipment capable of performing the required installation as requested and based on the drawings and specifications which shall be furnished by Business Design Solutions. Whenever possible, the Contractor shall review the project requirements with the Owner prior to the day when the actual services are to be performed.

5. Contractor shall notify Eastern PCM, LLC at the following intervals:
 1. 30 days prior to installation to confirm delivery date.
 2. 7 days prior to installation with an installation schedule.
 3. Day of installation, upon arrival on site.
6. The project shall commence at the time established by the Contractor and the Owner. The Contractor's employees, agents, or subcontractors shall arrive prior to the project start time. Said personnel shall wear clothing with the Contractor's business name and/or logo for security purposes.
7. Prior to the installation of any furniture and/or equipment, the Contractor shall protect the Owner's Facilities from damage which may occur during the installation process (i.e.: masonite on floors, corner guards on walls and elevator door openings).
8. The Contractor shall receive instructions only from the Owner Representative Eastern PCM, LLC while on site.
9. Storage of uninstalled furnishing and equipment left on site must be coordinated with Owner Representative on site Eastern PCM, LLC.
10. Contractor is responsible for cleanup and trash removal daily while on the work site.
11. The Contractor shall perform the services in accordance with the drawings and specifications furnished by Business Design Solutions.
12. Any furniture which is delivered shall have all external and internal surfaces cleaned prior to final installation.
13. Any damage to furniture and equipment shall be identified prior to installation and said damage shall be conveyed to the Owner and Representative, Business Design Solutions Susan Ritter, prior to installation. The Owner and Representative shall be promptly informed of any damage to furniture or equipment which occurs during the installation process. Furniture damaged by Contractor employees shall be replaced at no cost to the Owner.
14. Replacement of damaged goods, or temporary replacements, must be accomplished by January 8, 2010.
15. The project shall be deemed completed upon the final inspection and approval of the Owner. The Contractor's employees, agents and subcontractors will be available the day following the project to perform adjustments as required.

C. SCHEDULE

Date of Issue:	August 12, 2009
Notice of Intent to Submit Proposals:	August 28, 2009 by 3:00PM
Proposals Due:	September 1, 2009 at 11:00am
Trustees Meeting:	October 6, 2009
Project Installation:	December 10-18, 2009
Project Completion	December 18, 2009

D. 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 by the College Purchasing Office.

Communication concerning the Request for Proposal can only be with The Project Manager for this project Thomas Fogarty, Executive Director, Procurement and Business Services at (717) 780-1930 or tjfogart@hacc.edu. Oral communication with any 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.

E. ADDENDA TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, HACC Procurement office, will provide addenda in writing to the Proposers. All Proposers must return the "Notice of Intent to Submit Proposal" form, Section IX, as instructed. Addenda will also be posted on HACC's Purchasing Website. Refer to Bid Advertisement. 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.

F. 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 Bidder 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 Bidder will comply with the Americans with Disabilities Act of 1990.

G. 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.

H. 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.

III GENERAL CONTRACTUAL REQUIREMENTS

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 Bidder 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 Bidder's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

By submitting a response to this RFP, the Bidder represents that:

- 1) The Bidder has read and understands the Contract specifications and conditions.
- 2) The Bidder 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 Bidder is an independent contractor providing services for HACC, Central Pennsylvania's Community College.

D. INSURANCE

The Bidder 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 Purchasing and Business Services has received the certificates.

The Bidder shall maintain the following minimum insurance:

1. Workers' Compensation:
 - (a) State: **Pennsylvania** Statutory
 - (b) Applicable Federal (e.g., Longshoremen, Harbor Work, Work at or outside U.S. Boundaries): Statutory
 - (c) Employer's Liability: Statutory
 - (d) Benefits Required by Union labor contracts: As applicable.

2. General Liability

(a) General Aggregate	\$2,000,000
(b) Products & Completed Operations Aggregate	\$2,000,000
(c) Personal & Advertising Injury	\$1,000,000
(d) Each Occurrence	\$1,000,000

3. Excess Liability \$2,000,000

4. Business Automobile Liability \$1,000,000
Per Accident

The Bidder shall name as Additional Insured, on all insurance policies, the following:

1. HACC, Central Pennsylvania's Community College

E. INDEMNIFICATION

The Bidder 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 Bidder for performance of this agreement and will indemnify the College for any costs of defense paid because of actions of the Bidder or its employees in the performance of this agreement.

F. CONTRACT MANAGER

HACC, Central Pennsylvania's Community College Central Administration Procurement 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

All work must be completed by December 18, 2009.

H. SAMPLE FORM OF CONTRACT

See attached Exhibit 'B'.

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 Bidder, 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.

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 – NOT APPLICABLE

E. PROPOSAL DEADLINE

To be considered for selection, proposals shall be delivered to HACC, Central Pennsylvania's Community College Central Administration Procurement Office, Whitaker Hall, Room 130, One HACC Drive, Harrisburg, PA, 17110, on or before 11:00am on September 1, 2009. Proposals must be submitted in duplicate in a sealed envelope, clearly marked "Proposal RFP for Furniture for Cyttec Renovation – York Campus, #10-12"

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.

F. NUMBER OF COPIES AND MAILING OF PROPOSAL

Two (2) copies of the Proposal will be submitted in a sealed envelope clearly marked with the name of the Proposer and labeled "RFP - Furniture for Cyttec Renovation – York Campus".

The proposals must be addressed as follows:

Proposal RFP # 10-12
HACC, Central Pennsylvania Community College
One HACC Drive
Whitaker Hall, Room W130
Harrisburg PA 17110
ATTN: Garry Crider, Purchasing Manager
Central Administration Procurement Office

*** ALL PROPOSALS MUST BE SUBMITTED ON THE WORKSHEETS PROVIDED IN EXHIBIT "A"***

VI FORMAT FOR PROPOSAL

A. INTRODUCTION

Any term or condition stated in this RFP document shall be considered accepted by the Bidder unless specifically objected to by the Bidder. The College may accept or reject Bidder'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 Bidder's ability to provide the services specified in the RFP.
2. A Statement that the Bidder 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 Bidder 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 Bidder (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 Bidder.
5. Acknowledgment and/or exceptions taken to the proposed terms and conditions.

C. DESCRIPTION OF QUALIFICATIONS

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

D. FIRM HISTORY

Bidder 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 Bidder 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.

E. FEE

See Exhibit A: Fee Proposal – All pricing is to be submitted on the forms included in Exhibit “A”.

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 Bidder.
 - (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) Total Overall Cost
- 2) Bidder Support/Responsiveness to bid
- 3) Financial Stability
- 4) Service reputation
- 5) Reference Responses

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 Bidder.

The College intends to execute a contract with the Bidder(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: the references, experience, responsibility, reputation, financial standing of the respondent, and the ability of the Bidder 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 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 Bidder(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: NOTIFICATION OF INTENT TO SUBMIT PROPOSAL
FOR
10-12 FURNITURE FOR CYTEC BUILDING RENOVATIONS
YORK CAMPUS**

Please refer to the Request for Proposal Package covering Furniture for Cytec Building Renovations at the York Campus for Proposal Number 10-12 Furniture for Cytec Building Renovations – York Campus.

If you are interested in submitting a Proposal, Please fill out the information requested below and return this form to Garry Crider, Purchasing Manager, HACC, Central Pennsylvania’s Community College, One HACC Drive, Harrisburg, PA 17110 no later than August 28, 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: _____

EXHIBIT “A” – See Adobe File

PURCHASE AND SERVICE AGREEMENT
between

and
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE

This Agreement is made between **HACC, Central Pennsylvania's Community College (HACC)**, whose primary address is One HACC Drive, Harrisburg, PA 17110 and _____, whose address is _____, is made and entered into for the Contractor to provide services as stipulated below on the Terms and Conditions set forth.

- 1) **Facilities Covered:** HACC's location(s) covered under this Agreement is noted:

York Campus, 2161 Pennsylvania Avenue, York, PA 17404

- 2) **Statement of Work:** The Contractor hereby agrees to deliver, install and provide furniture as specified in Exhibit "A" entitled Statement of Work – York Campus Furniture to the Cytec Building, 2161 Pennsylvania Avenue, York, PA 17404.
- 3) **Purchase Order:** All authorizations for the Contractor's Services will be issued by HACC to the Contractor in the form of a Purchase Order which will incorporate the Agreement by reference.

All Purchase Orders issued shall be subject to the Terms and Conditions set forth in this Agreement and any special Terms and Conditions which may be included in a Request for proposals; in the event any general terms and conditions provided with a Purchase Order conflict with any Terms and Conditions in the Agreement, the Terms and Conditions of this Agreement shall prevail.

Term of Agreement: Furniture must be delivered no later than December 18, 2009.

- 4) **Payment Terms and Changes:** The payment for services to be provided by the Contractor will be detailed in the assigned purchase order and paid within thirty (30) days. All invoices must be mailed to Accounts Payable Department, at One HACC Drive, Harrisburg, PA 17110.

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

- 5) **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.
- 6) **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 Purchasing Manager 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 Purchasing Manager prior to commencing work.

- 7) **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.
- 8) **Conduct on HACC's Property:** The Contractor shall at all times maintain good order among its employees and persons brought upon HACC's premises. The Contractor shall confine its employees and all other persons who come onto HACC's premises at Contractor's request or for reasons relating to this Agreement, and its equipment, to that portion of HACC's premises where the work under this Agreement is to be performed, and to roads and gates leading to and from such sites, and to any other area which HACC may designate, and shall comply with all HACC's vehicle and security regulations. The Contractor must be issued ID Badges or check in and out at the designated location whenever performing work upon HACC's premises.
- 9) **Termination for Default:** HACC may, by written notice to Contractor, terminate the Agreement in whole or in part for default if Contractor fails to perform in accordance with any of the requirements of this Agreement or any related purchase order or to make sufficient progress as to endanger performance of this Agreement or any related purchase order. Any such termination will be at no cost to HACC except for completed Services delivered to and accepted by HACC, prior to said termination, and Contractor shall repay to HACC any progress payments made in excess thereof. Termination hereunder shall not relieve Contractor of performing any un-terminated portion of this Agreement or any related purchase order. In the event of termination pursuant hereto, HACC may procure or otherwise obtain, upon such terms and in such manner as HACC may deem appropriate, Services similar to those terminated, and Contractor shall be liable to HACC for any damages arising therefrom, including attorney's fees and excess costs incurred by HACC in obtaining similar services.
- 10) **Termination for Convenience:** HACC may, by written notice to Contractor, terminate all or part of this Agreement or any related purchase order for HACC's convenience. Contractor's termination claim proposal shall be based on non-recurring costs not recovered and inventories and materials not usable on other projects, and shall be received by HACC within thirty (30) days of the effective date of termination. HACC shall have the option to verify supporting detail and records of such proposals and negotiate an equitable settlement. No amount for anticipated profit on Services not performed shall be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due Contractor for the un-terminated portion of this Agreement or resultant purchase order exceed any Agreement or purchase order total price. Any termination shall not effect either party's obligation as to any un-terminated portion of the Agreement or related purchase order. Upon receipt of a termination notice, Contractor shall stop work to the extent specified in the notice and take other such action as may be necessary or as HACC may direct to minimize the cost of termination to HACC. In addition, Contractor shall take such actions as may be necessary or as HACC may direct for the transfer, protection, or preservation of property and other rights which become HACC's as a result of termination. Supplier shall promptly refund HACC any payments in excess of the sum of payments due for (a) accepted Services (b) the un-terminated portion of the Agreement or any related purchase order, and (c) termination charges hereunder.
- 11) **Insolvency:** Should Contractor become insolvent, make an assignment for the benefit of creditors, be adjudicated as a bankrupt, admit in writing inability to pay its debts generally as the same become due, or should any proceedings be instituted by Contractor under any State and Federal law for relief of debtors or

for the appointment of a receiver, trustee or liquidator of Contractor, or should a petition in bankruptcy or for a reorganization or for an adjunction of Contractor as an insolvent or as a bankrupt be filed, or should an attachment be levied upon Contractor's equipment and not be removed within five (5) days therefrom, then upon the occurrence of any such event, HACC shall thereupon have the right to cancel this Agreement and to terminate all Services then being performed by Contractor hereunder.

- 12) **Rights Upon Orderly Termination:** Upon termination or other expiration of the Agreement, or any related Agreement made hereunder, each party shall forthwith return to the other all papers, materials, and properties of the other held by such party and required to be returned by this Agreement or any such related Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.
- 13) **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 HACC, HACC 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 HACC 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 HACC's decision becoming final and binding upon HACC and Contractor.

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

- 14) **Assignment or Transfer:** This contract may not be assigned or transferred in whole or in part, without the written permission of HACC's Central Administration Procurement 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.
- 15) **Compliance with Laws:** The Contractor agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and codes in the performance of this Agreement, including the procurement of permits and certificates where needed. The Contractor further agrees to and hereby does indemnify and hold harmless HACC against loss or damage that may be sustained by reason of the failure of the Contractor or its employees or agents to comply with the aforementioned federal, state, county, and local laws, ordinances, regulations, and codes.

This Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither Contractor nor its agents or subcontractors shall discriminate in its employment practices against any person by reason of handicap, race, religion, color, sex, or national origin. The Contractor agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders (including without limitation the provisions of the Americans with Disabilities Act of 1990), as well as other laws and orders relating to the employment of the handicapped, the employment of veterans, and the use of minority business enterprises, to the extent any such laws and others are applicable in the performance of work or furnishing or services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations issued thereunder shall be deemed an integral part of this Agreement to the same extent as if written at length herein.

- 16) **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.

- 17) **Right To Audit:** HACC and appropriate designated representatives reserve the right to audit HACC account records and other financial records of the Contractor, as they pertain to HACC. Auditors selected by HACC shall perform such audits.
- 18) **Criminal Background Check:** The Contractor will conduct a thorough criminal background/history check of every employee it intends to assign to work at HACC. The costs associated with conducting such checks will be born by the Contractor.
- 19) **Confidentiality:** The Contractor agrees that all information obtained by or provided to Contractor in carrying out the Services provided for hereunder, including the contents of the Agreement, will be maintained in confidence by the Contractor and the Contractor will not publish nor disclose to third persons nor otherwise make use of such confidential information except for the performance of such Services hereunder. This obligation shall not apply with respect to any information (a) which is already in the possession of the Contractor prior to acquiring the information hereunder, (b) which is or becomes in the public domain through no fault of either party, or (c) which is rightfully obtained on a non-confidential basis from a third party.
- 20) **Independent Contractor:** HACC and Contractor intend that an independent contractor's relationship shall be created by this Agreement and neither herein shall be construed as creating an employer / employee relationship. Contractor shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this agreement and shall be responsible for all reports and obligations related to Social Security, income taxes, unemployment and other withholding taxes, Workers Compensation and similar matters.
- 21) **Paragraph Headings:** All paragraph headings used are for the convenience of the parties only and shall not be considered a part of this Agreement nor used to interpret or construe the intent of the parties hereunder.
- 22) **Advertising or Publicity:** Neither HACC nor the Contractor shall use the name of the other in publicity releases or advertising without securing the prior written consent of the other, provided, however, that the Contractor may refer to HACC in any list of its customers.
- 23) **Non-Waiver:** No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waive of, or excuse for any different or subsequent breach or default.
- 24) **Serverability:** If any provision of the Agreement is in conflict with any statute or rule of law or may be determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed inoperative to the extent that it may conflict therewith or be illegal or unenforceable, and each provision not so affected will be enforced to the full extent provided by law.
- 25) **Governing Law:** 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.

26) **Entire Agreement:** This Agreement and all resultant purchase orders, supplements, attachments, and incorporations constitute Agreement and agreement between HACC and the Contractor. No conversations, understandings, or agreements varying, extending, or affecting in any way the terms or provisions of this Agreement will be binding on either party unless reduced to writing and duly executed by an authorized representative of each party.

27) **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.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year indicated on the first page hereof.

HACC, Central Pennsylvania’s Community College

By: _____

By: _____

Name: _____

Name: George A. Franklin, Jr.

Title: _____

Title: VP Finance & College Resources

Date: _____

Date: _____

HACC, Central Pennsylvania's Community College
REQUEST FOR PROPOSAL
10-12 FURNITURE FOR CYTEC BUILDING RENOVATIONS
YORK CAMPUS

HACC, Central Pennsylvania's Community College is requesting proposals for Furniture for the Cytec Building renovations at HACC's York Campus. A copy of RFP # 10-12 may be obtained at: www.hacc.edu (click on "Business & Community" – under "Purchasing", click on "Request for Proposals") beginning August 12, 2009. Responses due by 11:00AM on September 1, 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.