

HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE  
**Request for Proposal**

08-27: LEGAL SERVICES

**Acknowledgement:** Please acknowledge receipt of this RFP by completing the information requested below and faxing to 717/780-2325 upon receipt.  
**Please also include this page with your response.**

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Check One: **We will** \_\_\_\_\_ **Will Not** \_\_\_\_\_ be responding to this RFP.

If not responding, please explain briefly: \_\_\_\_\_

**Dates:**

Date of Issue: **Friday – January 11, 2008**

Deadline for Questions: **Friday - February 1, 2008 - by 11:30AM**

Responses to the Questions: **Tuesday - February 5, 2008 - by 4:30PM**

Submit Notice of Intent to Submit Proposal Due Date: **Wednesday – February 13, 2008 - by 2:00PM**

PROPOSAL DUE DATE: **Thursday – February 14, 2008 - by 2:00PM**

BID OPENING DATE: **Thursday – February 14, 2008 - by 2:30PM**

Finalist's Interviews: **Thursday - February 28, 2008**

Board Meeting: **Tuesday, April 1, 2008** (Please note: Final official bid results will be released after this date. All vendors who respond to the RFP will receive an award notification letter in the mail within one week of this date.)

**HACC Information and Proposal Delivery:**

Address: Purchasing Office/W130

One HACC Drive

Harrisburg PA 17110-2999

Contact: Garry Crider, Director of Purchasing

Or Thomas Fogarty, Executive Director Business & Auxiliary Services

Phone: 717/780-1164 or 717/780-1930

Fax: 717/780-2325

**Request For Proposal  
HACC, Central Pennsylvania's Community College  
#08-27**

**for**

**LEGAL SERVICES**

**for**

All Campuses  
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE  
Harrisburg, PA

DEADLINE TO SUBMIT PROPOSALS:

**Thursday - February 14, 2008 - by 2:00PM**

**PROPOSALS MUST BE DELIVERED TO:  
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE  
PURCHASING AND BUSINESS SERVICES  
ONE HACC DR  
HARRISBURG, PA 17110**

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

Garry Crider, Director of Purchasing  
HACC, Central Pennsylvania's Community College  
Purchasing and Business Services  
Harrisburg PA 17110  
Telephone: 717-780-1164

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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	Friday – January 11, 2008
Deadline for Questions	Friday – February 1, 2008 - by 11:30AM
Responses to Questions due back to bidders	Tuesday - February 5, 2008 - by 4:30PM
Submit Notice of Intent To Submit Proposal Due	Wednesday - February 13, 2008 - by 2:00PM
Deadline to Submit Proposals	Thursday - February 14, 2008 – 2:00PM
Proposal Opening	Thursday - February 14, 2008 – 2:30PM
Finalist’s Interviews	Thursday - February 28, 2008
Award of Contract	After Tuesday – April 1, 2008 BOT Meeting

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. 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 – five campuses – Gettysburg, Harrisburg, Lancaster, Lebanon, and York

**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.

**N/A – Not applicable**

I. PROGRAM REQUIREMENTS

A. PURPOSE

HACC, Central Pennsylvania’s Community College formally invites responses to provide information to be used in the decision to procure Legal Services for HACC, Central Pennsylvania’s Community College. 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.

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 of Business Services and Auxiliary 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 George A. Franklin, Jr., VP Finance & College Resources - 717-780-2361.

**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.

## 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 contracting for Legal Services for all campuses.

Interested parties are invited to submit proposals to HACC, Central Pennsylvania's Community College, Purchasing and Business Services, One HACC Drive, Room W130A, Harrisburg, PA 17110. Proposals will be accepted until **2:00PM, Thursday, February 14, 2008.**

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

The Workscope for this Request for Proposal is defined in detail in Section IX: Specifications.

### B. MANDATORY SITE VISIT / BIDDERS CONFERENCE

**NOT 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 College Purchasing and Business Services Office. Official written responses to all relevant written questions will be mailed or faxed by HACC, Central Pennsylvania's Community College Purchasing and Business Services Office.

Requests for written explanation or clarification shall be made in writing and submitted in an envelope marked "Questions Related to RFP #08-27" to HACC, Central Pennsylvania's Community College, Purchasing and Business Services Office, ATTN: Garry Crider, Director of Purchasing, One HACC Drive, Room W130A, Harrisburg PA 17110, or by Fax 717-780-2325. Email: questions are acceptable at [cgcrider@hacc.edu](mailto:cgcrider@hacc.edu). Such requests must be received no later than **Friday, February 1, 2008, 11 30:AM.**

Failure of the Proposer to make appropriate inquiries, 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 [cgcrider@hacc.edu](mailto:cgcrider@hacc.edu)). Oral communication with any other College employee, unit, department, or organization concerning their 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 Purchasing and Business Services 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 Purchasing and Business Services 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.

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 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's Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned. The Contractor(s) is an independent contractor providing services for HACC.

**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 Purchasing and Business Services 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 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 Purchasing and Business Services 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:

The term of the agreement is to be five (5) years from the first day of service.

Subject to termination at anytime by either party on written notice sent by certified mail, not less than ninety (90) days prior to the announced date of termination subject to contract extension clause below.

Extension Clause:

The College reserves the right to extend this contract or any part of this contract for an unlimited period of time. Should an extension be necessary the same terms and conditions as set forth in this document apply. This clause will be utilized to preserve continuity with any ongoing litigation that has been filed prior to actual termination date of contract.

Option to renew:

The contract may be renewed for an additional one- (1) year term by mutual written agreement between the College and the firm. If the contract is renewed the same terms and conditions as set forth in this document apply. Such renewals shall be limited to three (3), one- (1) year periods.

H. **NON-COLLUSIVE PROPOSAL CERTIFICATION**

By submission of this proposal, the law firm certifies that:

1. This proposal has been independently arrived at without collusion with any other law firm or with any competitor or potential competitor;
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this service, to any other law firm, competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit a proposal;

4. The person signing this proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the law firm as well as to the person signing on its behalf.

#### 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.

## 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. ALTERNATE PROPOSALS

A Contractor may submit an Alternate Proposal(s). The Alternate Proposal(s) may be submitted, showing in detail, where the Alternate Proposal differs from the requested specifications.

### E. PROPOSAL DEADLINE

To be considered for selection, proposals shall arrive at HACC, Central Pennsylvania's Community College Purchasing and Business Services Office, One HACC Drive, Harrisburg, PA, 17110, by **2:00PM** on or before **Thursday, February 14, 2008**. Proposals must be in a sealed container, clearly marked "**Proposal RFP #08-27 – LEGAL SERVICES**".

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 Purchasing and Business Services 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

Eight (8) complete 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 #08-27**". One (1) of the copies shall be marked "Master 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 # 08-27**  
HACC, Central Pennsylvania's Community College  
Purchasing and Business Services  
ATTN: Garry Crider, Director of Purchasing  
One HACC Drive  
Harrisburg PA 17110

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.

E. COST PROPOSAL

See Section: VIII. COST PROPOSAL SHEET for 08-27: LEGAL SERVICES

VII EVALUATION

A. PROPOSAL PROCESS / EVALUATION CRITERIA

The award of the contract to the successful bidder will be predicated on the proposal most advantageous to HACC, Central Pennsylvania's Community College, in the sole opinion of the College. The College is not bound and will not accept any proposal based on cost alone, but will make an award based on the evaluation of such factors as:

1. Experience of the firm in representing educational institutions.
2. Experience of legal experts identified to work with the college.
3. Services offered
4. Non-chargeable services
5. Billing rates & structure
6. Proposed organizational structure.

A short list of no more than five (5) firms will be established. Those firms selected will be notified on Friday, February 22, 2008 and will be invited to interview before HACC's selection committee on Thursday, February 28, 2008.

The interview format will be provided to the firms to be interviewed at the time of notification.

It is the opinion of the College that will determine the final award. It will be made to the firm that best meets the above factor, assuring adequate service to the College.

Firms are instructed to submit their "best offer". Consideration by the College will be based on the material submitted without negotiation. However, the College will retain the right to negotiate and interview with the legal experts of the firm or firms deemed to be finalist(s).

If significant errors or omissions are found under the requirements of the RFP, the proposal will be rejected.

By submitting a proposal, the firm agrees to be governed by the terms and conditions as set forth in this document. No change or deviation from the terms set forth in this document is permitted without the approval of HACC, Central Pennsylvania's Community College.

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: the references, experience, responsibility, reputation, financial standing of the respondent, the ability of the Contractor to provide 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 Purchasing and Business Services 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.

**IX. SPECIFICATIONS / ATTACHMENTS**  
**08-27**  
**LEGAL SERVICES**

**HACC BACKGROUND:**

Established on February 14, 1964 as HACC, Central Pennsylvania's Community College, HACC is devoted to the community and the individual. HACC's devotion to the community stems directly from our mission, which is to foster educational, cultural, work force development, and economic growth of the college service areas.

**Adult Students:**

- Median range of age is 30-55 years old
- 60% are women, 40% are men
- Two-thirds live with a spouse and/or children
- Attend classes while holding a full-time or part-time job
- View education as a vehicle to success
- Interested in specific courses and programs
- Believe that HACC expands the educational opportunities of the local community
- Attend HACC to improve job skills, obtain career training and improve earning potential

**Enrollment:**

- Spring 2007: More than 15,000 students across locations including Harrisburg, Gettysburg, Lancaster, Lebanon and York studying in credit classes.
- 3,300+ in distance education - online and video courses.
- 50,000 in noncredit courses in areas such as job training, workforce and economic development, customized company contracts, public safety, technology trades, computer training, travel, and personal interest/hobbies/health.
- More than 600 veterans, the second highest in the state, attend HACC. More than 500 are using some form of the Montgomery G.I. Bill.
- More than 170 degree, certificate or diploma programs.
- 8-county primary service area and serve a total of 10 counties.
- Largest provider of nursing and allied health professionals, law enforcement and other public safety personnel.
- About half of HACC's students transfer to a large number of four-year colleges across the country. The remaining half study for a career leading to employment after earning an associate, certificate or diploma.
- 

**SPECIFICATIONS:**

**PERIOD OF CONTRACT:**

The term of the agreement is to be five (5) years from the first day of service.

Subject to termination at anytime by either party on written notice sent by certified mail, not less than ninety (90) days prior to the announced date of termination subject to contract extension clause below.

**EXTENSION CLAUSE:**

The College reserves the right to extend this contract or any part of this contract for an unlimited period of time. Should an extension be necessary the same terms and conditions as set forth in this document apply. This clause will be utilized to preserve continuity with any ongoing litigation that has been filed prior to actual termination date of contract.

**OPTION TO RENEW:**

The contract may be renewed for an additional one- (1) year term by mutual written agreement between the College and the firm. If the contract is renewed the same terms and conditions as set forth in this document apply. Such renewals shall be limited to three (3), one (1) year periods.

**PROPOSALS SUBMITTED SHOULD COVER ALL OPERATIONAL FUNCTIONS DESCRIBED HEREIN.**

**OBJECTIVE:**

The objective of this Request for Proposal is to acquire a contract for Legal Services Management for the College. The firm will provide to the College professional legal services in the areas of;

1. Real Estate Law
2. Construction Law
3. Bond Law
4. Contract review
5. Commercial Litigation
  
6. Labor & Employment Law
7. Employee Benefits and ERISA
8. Workers Compensation Law
  
9. Insurance Law
10. Technology and Intellectual Property Law
11. Representation before state and federal courts and bodies.
12. Educational Law

Additionally, firms are expected to provide representation at monthly Board of Trustee meetings as requested.

Firms are expected to remain thoroughly knowledgeable of all internal college policies and procedures and their application to relevant legal matters.

The College will retain the right to contract with counsel or firms other than those of the awarded firm at its sole discretion and at anytime for, but not limited to, circumstances where there exists a conflict of interest or inadequate experience on behalf of the awarded firm. Such instances where an outside counsel agreement is entered into will not change the terms and conditions as set forth in this document.

In conjunction with our philosophy of providing excellent customer service, *HACC, Central Pennsylvania's Community College* expects to work with the Firm to achieve the best results an efficient and cost-conscious manner consistent with the Firm's ethical obligations. Nothing contained herein is intended to nor shall restrict Counsel's independent exercise of professional judgment in rendering legal services for the College or otherwise interfere with any ethical directive governing the conduct of counsel.

**Decisions to enter into an agreement with outside counsel will be disclosed to the lead counsel prior to execution of an agreement.**

**FIRM EMPLOYEES:**

The firm shall provide a complete organization chart showing the names and biographies of the principals of the firm as well as the prospective counselors to be assigned in their respective areas of expertise.

**Staffing Philosophy**

Your firm should designate one attorney to have primary responsibility for each case on which your services are requested. The case should be staffed economically and effectively. Obviously, a balance must be struck between the efficiency a more experienced lawyer at your firm brings to a given task and the advantages of having the task performed by a junior lawyer or a paralegal. Duplication of effort within the firm should be avoided.

To achieve the best efficiency and value, the role and responsibilities of the staff members should be clearly defined and appropriate to each individual's qualifications, level of experience and billing rate. Defense counsel should delegate work to subordinates wherever possible to achieve efficiency and cost-effectiveness without compromising quality.

**Lead Counsel**

The firm shall provide a Lead Counselor who must be approved by the College. The Lead Counselor will be the direct contact with college administration and be responsible for the execution of the entire program to the satisfaction and approval of the College.

**Insurance**

The firm will be expected to provide insurance naming the College as additional insured, adequate to cover the firm's and the College's legal liability against professional liability claims arising out of the firm's performance on behalf of the College.

Furthermore, the successful firm will agree to indemnify, and hold harmless the College, its officers and employees from any claim, damage, liability, expense or loss, including defense cost and attorney's fees arising out of firm's performance under the contract resulting from this proposal.

Upon award and/or (10) days prior to start of service successful firm agrees to provide insurance certificates affording protection to the College without limit to liability obligations of the successful bidder.

Forward Certificates to:

Mr. Thomas J. Fogarty  
Executive Director of Business Services and Auxiliary  
HACC, Central Pennsylvania's Community College  
One HACC Drive  
Harrisburg, PA 17110-2999  
Phone 717-780-1930  
Fax 717-236-0709

## **Financial Statements**

Monthly Billing Statements for actual legal services showing sufficient detail to track the expenses per individual activity are to be submitted to the Vice President, Finance and College Resources. These statements must be received no later than the 5<sup>th</sup> day of the month following each month's expenditures. The firm also agrees to allow its books and billing statements to be audited by the College or its accountants at anytime after a 3-day written notification of intent to do so. The firm is expected to submit yearly summary Billing Statements on a July to June schedule to the office listed above.

## **Existing Litigation**

Any active litigation the incumbent is working on will remain with the incumbent until concluded.

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## **CASE DEVELOPMENT:**

An effective and strategically sound legal defense is the responsibility of counsel and HACC and should be developed together in a timely manner. HACC expects its counsel to be free of conflicting interests and the appearance of conflict in its representation. Therefore, counsel is obligated to check for potential conflicts and discuss questionable circumstances with HACC immediately.

- A. A goal is to identify, timely, those claims for which there is liability, and to discuss settlement opportunities early. The activities necessary to defend a given case and bring it to appropriate resolution should be addressed early and the steps necessary to achieve that resolution should be jointly agreed upon as between HACC and defense counsel.
- B. As appropriate, informal discovery should be attempted.
- C. An early resolution of lawsuits is desirable and the use of alternative dispute resolution is encouraged.
- D. Consultation should be undertaken by counsel and HACC prior to the commencement of settlement discussions. If defense counsel is involved in settlement negotiations, settlement authority must be obtained from HACC and requests for authority should be made timely. The status of all demands and offers must be shared.

## **REPORTING REQUIREMENTS:**

### **A. Reports**

Unless otherwise requested, reporting is required for three events: Acknowledgment, Initial Evaluation, and Significant Developments. Reports should be provided to HACC and as appropriate.

#### **1. Acknowledgment:**

Upon receipt of a new case, counsel should send an acknowledgment letter regarding receipt of the file and

designating the legal team assigned to the case. Any matters of immediate concern or information that may result in early resolution of the case should be addressed in the acknowledgment letter. This letter should also endeavor to inform the College as to their role and what can be expected in the litigation process.

## **2. Initial Report:**

Within 30 days after receipt of the assignment, counsel should send an initial report with the following information:

- a. A summary of the allegations in the complaint, the factual basis for the litigation, a summary of the information developed during the preliminary investigation and a preliminary evaluation of liability and damages.
- b. A Litigation Plan providing the following:
  1. Identify each significant activity counsel proposes to initiate. (e.g., investigation, motion, discovery, legal research, etc.).
  2. Identify discovery and motions which have been or are likely to be initiated by other parties.
  3. Estimate the completion date for each activity.
4. A **litigation budget** including the estimated expenses of each activity.
- c. Discussion of the potential for early disposition of the case by settlement, and recommendations with respect to arbitration, mediation or direct settlement negotiations.
- d. Discussion of the potential success of dispositive motions prior to, or after, the commencement of discovery and when motions to dismiss or for summary judgment are appropriate.
- e. Discussion of the potential success for a favorable outcome i.e. decision or verdict.
- f. An estimate of the probable trial date or length of litigation.

## **3. Significant Development Report:**

Defense counsel should communicate and apprise of significant developments as soon as practical. This will include reports on summaries of depositions, pre-trial reports, hearing updates, and if applicable:

- a. Settlement options and/or dispositive motions.
- b. Updated evaluation of the client's liability, damages and the strengths/weaknesses of our case.
- c. An updated Litigation Plan and Budget.
- d. Pre-Trial/Arbitration/Mediation Report: If it is anticipated the case will proceed to trial, arbitration or mediation, 45 days before the scheduled date, a detailed report should be submitted, detailing the issues and an analysis of same and any other information requested by HACC.
- e. In the event of a settlement prior to or during litigation or trial, or when a case is tried to decision/verdict, a report detailing the outcome is required within five(5) working days of the

conclusion of the matter.

## **B. Documentation**

Reporting should include copies of the following documents:

1. Research Memorandum and Legal Briefs;
2. Expert Reports;
3. Medical Reports.

Reporting shall not include copies of the following documents, unless specifically requested:

1. Motion Papers;
2. Deposition Transcripts.

Counsel should provide copies of all pleadings and amended pleadings filed and Releases and Orders of Dismissal for Final Judgments. Counsel will consult with HACC on the appropriate means of communication, whether by e-mail, fax or regular mail to avoid duplication.

Counsel should comply with all reasonable requests for information and documents, provided however, that any documents or information that are privileged or intended to be confidential shall not be disclosed, absent consent.

## **C. Consultation**

After submission of the Initial Report, counsel welcomes discussion with and input and comment from the College. Counsel and HACC will endeavor to agree on the proposed activities outlined in the Litigation Plan. However, in the event of disagreement, the final decision will remain the independent professional judgment of defense counsel.

## **BILLING:**

### **A. Billing Procedure**

#### 1. Frequency of Billing

- a. Bills should be submitted monthly, except in instances where the fees and expenses for the month are below \$100.00. In those instances, the billing should be held until the next monthly billing for that file. The final bill should be processed immediately upon conclusion of the case. Special billing arrangements may be agreed upon in certain cases.

#### 2. Billing Format

- a. Heading. The first page of the bill must state: (a) the firm's IRS number; (b) the caption of the

case; (c) the name of the case; (d) the claim number; and (e) where appropriate, the specific HACC Campus for which the work is being done..

- b. Body. The bill must be prepared with daily entries showing: (a) the date the work was performed; (b) the initials of the person providing the service; (c) a description of the work performed (single activities); (d) the actual time in tenths of an hour; (e) the agreed-upon hourly rate for the timekeeper providing the service; and (f) the total charge for that individual line entry.
- c. End of Bill Summary. The bill must include: (a) the full name of each attorney/paralegal; (b) the status of each timekeeper (i.e., partner, associate, paralegal); (c) the hourly rate of each timekeeper; and (d) the total hours and total amount charged for each timekeeper during the billing period.
- d. Task Codes. Task coding is not required, unless requested. Where requested, the uniform billing codes as currently endorsed by the American Bar Association shall be used.

## **B. Charges for Service**

1. Time Charges. Actual Time in One-Tenth Increments. All charges for services by attorneys and paralegals must be recorded daily based upon their actual time in one-tenth hour increments.
2. Single Entry Timekeeping. Unless otherwise directed, the time for each activity should be separately stated. Grouping multiple activities under a single time charge greater than one-tenth of an hour (“block billing”) is not acceptable, absent authorization from HACC.
3. Information Descriptions of Services. Descriptions of services should inform of the nature, purpose or subject of the work performed, and the specific activity or project to which it relates.
4. Compensation. Counsel should consult with HACC regarding any increase in the rate of compensation.
5. In-Firm Conferences. Where counsel consults with another attorney in the firm to obtain specific advice or counsel on substantive or procedural aspects of the case that result in a more effective defense, said reasonable and necessary conference time will be reimbursed, provided that sufficient detail of the subject of the communication is set forth to demonstrate its relevance and value.
6. Multiple Attendance. Counsel should consult with HACC where it is anticipated that more than one attorney's attendance is necessary at trial, court appearances, meetings, depositions, witness interviews, inspections and other functions.
7. Depositions. Counsel should consult with HACC before initiating depositions other than that of the depositions already approved in the initial Litigation Plan or supplement thereto and shall advise HACC of upcoming depositions initiated by other parties that Counsel plans to attend.
8. Legal Research. Counsel should consult with HACC before undertaking a legal research project requiring over three hours of research. Copies of all research memoranda shall be provided to HACC upon request.
9. Motions. Counsel should consult with HACC before filing any motions not previously identified and approved in the initial Litigation Plan or supplement thereto.
10. Revising Standardized Forms/Pleadings. Only the actual time spent in personalizing standardized pleadings, documents, or discovery responses or requests to the case at hand should be billed, rather than

the time originally spent drafting standard language.

### **C. Disbursement**

1. Internal Expenses. Unless otherwise agreed, HACC will reimburse counsel for internal expenses as set forth in attachment "A".
2. External Expenses. Charges for service by outside vendors will be reimbursed at their actual cost. Expenses over \$100.00 may be forwarded to HACC for payment. Disbursements should be itemized on the law firm's statement with the following information: (a) the name of the vendor; (b) the date incurred; and (c) a specific description of the expense. Back-up documentation should be provided whenever possible.
3. Travel Expenses. Counsel should consult with HACC prior to incurring travel expenses. HACC will reimburse defense counsel for reasonable travel expenses. All expenditures of \$25 or more must be supported with receipts attached to the law firm's statement.
4. Professional Services. Counsel should consult with HACC prior to incurring expenses for experts, consultants, investigators, temporary attorneys or outside paralegals, or other professional services.
5. Secretarial and clerical activities. Secretarial and clerical work is not billable to HACC. As examples and not as a complete list, secretarial and clerical work includes receipt and distribution of mail, new file set up, maintenance of office and attorney calendars, transcribing, copying, posting, faxing, e-mailing, inserting documents into and retrieving documents from the file, maintaining order in the file, stamping documents, tabbing sub-files and assembling materials.

### **BILL AND FILE REVIEW:**

HACC reserves the right to review all charges for services and disbursements pertaining to litigation, including without limitation all charges paid by the insured with respect to such litigation, whether pursuant to self-insured retentions or deductibles under HACC insurance policies or otherwise. HACC reserves the right to conduct audits and to review the defense file and/or defense bills, consistent with the defense attorney's ethical obligations, and in a manner that will not compromise the attorney-client or work product protection accorded material in the file or communications by and between counsel, the client and HACC or otherwise interfere with any ethical directive governing the conduct of counsel. Counsel agrees to comply with all reasonable requests for information and documents, provided that such documents or information are not privileged or intended by the insured to be confidential. In such instance, HACC must obtain the consent of the Insured. HACC fully reserves all rights to decline to pay or to seek reductions and/or refunds with respect to charges that fail to comply with the requirements set forth herein, and which are not fully explained or documented by the firm after reasonable inquiry. HACC shall allow the law firm to appeal any declination of payment by HACC.

HACC will reimburse the firm's internal expenses as follows:

1. Photocopying. HACC will reimburse in-house photocopying at the actual cost to the firm, up to a maximum of ten cents (\$0.10) per page, whichever is less.
2. Postage. HACC will not reimburse for postage. Postage is considered part of the firm's overhead.
3. Telephone. HACC will reimburse for actual long distance charges directly related to the file. The

invoice must indicate the date of the telephone call, the telephone number called and the total cost. Local telephone charges are considered firm overhead and are not reimbursable. HACC will not pay for cellular telephone charges.

4. Facsimile Charges. Facsimile charges, with the exception of actually incurred long distance charges, are considered part of the firm's overhead and will not be reimbursed.
5. Messenger/Courier/Delivery/Express/Overnight Mail Services. The use of expedited delivery services is discouraged and will be reimbursed only if its use is necessary to the handling of the case.
6. Computer Assisted Research. Costs associated with computer assisted research are considered law firm overhead and will not be reimbursed by HACC.
7. Court Reporters/Other service providers. HACC will reimburse for the reasonable and necessary use of court reporters and other service providers. Counsel should consult with HACC regarding established relationships with service providers.

## **X. COST PROPOSAL SHEET**

### **08-27**

## **LEGAL SERVICES**

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 Contractor will modify any Agreement to include such conditions before submitting such contracts.

To facilitate direct comparisons, your proposal shall be submitted in the following format, listed in order, and index tabbed to match. If the proposer fails to provide any of the following information, with the exception of the mandatory proposal certification, the College may, at its' sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

- Proposer shall present evidence that the firm has been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal in an educational institution.
- A complete description of the three (3) projects you or your firm did that you consider most similar to the work requested in this Request for Proposal. Include the results obtained; the total cost of the project; and the name, title, telephone number, and e-mail address of the individual at the client organization who is most familiar with this project. Please limit each of the three (3) descriptions to a maximum of two (2) pages. Note: this may require that you obtain the client's permission to provide this information to us.
- List other educational institutions you have represented or are representing.
- A detailed proposal on how you will accomplish the requested work. Include the proposed timeline with any applicable milestones.
- List all the principals of your Law Firm and the number of years with the firm.
- List those items for which the firm will expect reimbursement from HACC.
- State the firm's policy regarding travel costs for which it will expect reimbursement.
- State the size of the firm. If the firm is geographically headquartered in another city or location other than the local area. In addition, you should state the number of attorney's employed by your firm three (3) years ago and the number of attorneys expected to be employed three (3) years from now.
- Name and brief biographical sketches of attorneys who will be generally responsible for providing related legal services to HACC.
- List the size and distribution of support staff including paralegal, law clerks and clerical staff.
- List the number of attorneys who resigned, were dismissed or otherwise left the firm during the last (4) four years.

- Describe the firm’s research capabilities.
- Describe any actual or potential conflicts of interest, which exist within HACC.
- Describe how your firm would avoid conflicts of interest between your role as HACC’s attorney and your other clients.
- List the minimum charges, if any, for telephone calls, file review, copying, transmission, messenger services, etc.
- A detailed cost proposal

**Fee Schedule** – List the hourly fees for all personnel who will be involved in this effort and an approximation of the time each person will invest in the project. Fee schedules shall include all direct and indirect costs, including profit and overhead, and an estimate of reimbursable expenses.

<b>HOURLY RATE BY PROFESSIONAL</b>		
<b>Individual Hourly Rate: Position Title:</b>	<b>Hourly Rate</b>	<b>Percent of Hours</b>
Partner		
Associates		
Paralegal		
Other		
<b>HACC HISTORICAL HOURLY RATE BY PROFESSIONAL (2007)</b>		
<b>Individual Hourly Rate: Position Title:</b>	<b>Hourly Rate</b>	<b>Total Hours</b>
Partner	N/A	908
Associates	N/A	561
Paralegal	N/A	87
Other	N/A	2

- A completed Substitute W-9 and Vendor Authorization Form.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**XII. Notification of Intent to Attend the Mandatory Site Visit**

**Notice of Intent to Attend the Mandatory Site Visit**

**NOT REQUIRED**

## X. Notification of Intent to Submit Proposal

### NOTIFICATION OF INTENT TO SUBMIT PROPOSAL

Please refer to the Request for Proposal Package covering the acquisition LEGAL SERVICES for the College for Proposal Number 08-27: LEGAL SERVICES for HACC, Central Pennsylvania's Community College.

If you are interested in submitting a Proposal, please 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 **Wednesday, February 13, 2008, by 2:00PM**. Or fax this document to 717-780-2325 or e-mail this document to [cgcrider@hacc.edu](mailto:cgcrider@hacc.edu).

Name of Organization \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Representative's Name \_\_\_\_\_

Representative's Title \_\_\_\_\_

Phone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Email Address \_\_\_\_\_

URL Web Address \_\_\_\_\_

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, please give a brief explanation in the spaces provided.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

SECTION XIII:

**CONFLICT OF INTEREST CERTIFICATION**

\_\_\_\_\_  
(date)

The undersigned certifies that to the best of his/her knowledge: **(check only one)**

- ( ) There is no officer or employee of HACC, Central Pennsylvania's Community College who has, or whose relative has, a substantial interest in any contract resulting from this request.
  
- ( ) The names of any and all public officers or employees of HACC, Central Pennsylvania's Community College. who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(firm)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(signature required)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(fax)

\_\_\_\_\_  
(Federal)

**HACC, Central Pennsylvania's Community College**  
**Request for Proposal**  
**08-27 – LEGAL SERVICES**

HACC, Central Pennsylvania's Community College is requesting proposals for LEGAL SERVICES for all Campuses of HACC, Central Pennsylvania's Community College. A copy of RFP # 08-27 may be obtained at: [www.hacc.edu](http://www.hacc.edu) (click on "Business & Community" – under "Purchasing", click on "Request for Proposals") beginning, January 11, 2008. Responses due by 2:00PM on Thursday, February 14, 2008 in Whitaker Hall room 130. 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.