

HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE

Request for Proposal

08-50: LOCAL TELEPHONE SERVICE

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.

Bidder Name:		Contact Name:	
Address (include city, state, zip):			
Phone:		Fax:	
		Email:	

Check One:	<input checked="" type="checkbox"/> We will	<input type="checkbox"/> Will Not	be responding to this RFP.
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If not responding, please explain briefly:	
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Dates:

Date of Issue: **Thursday – May 8, 2008**

Submit Notice of Intent to Submit Proposal Due Date: **Monday – May 19, 2008 – by 2:00PM**

PROPOSAL DUE DATE: **Tuesday – May 20, 2008 – by 11:00AM**

Board Meeting: **Tuesday, June 3, 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 Sue Davis, Purchasing Technician

Phone: 717/780-1164
Fax: 717/780-2325

Request For Proposal
HACC, Central Pennsylvania's Community College
#08-50

for

LOCAL TELEPHONE SERVICE

for

HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE
Harrisburg, PA

DEADLINE TO SUBMIT PROPOSALS:
Tuesday, May 20, 2008 by 11:00 AM

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: 717-780-116

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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	Thursday – May 8, 2008
Submit Notice of Intent To Submit Proposal Due	Monday – May 19, 2008 By 2:00PM
Deadline to Submit Proposals	Tuesday – May 20, 2008 By 11:00AM
Award of Contract	After Tuesday – June 3, 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 Campus, Harrisburg PA

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

Contractor shall be used herein to refer to the Bidder 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

Bidder, Bidder, Contractor, 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 is issuing this Request for Proposal ("RFP) for providing Local Telephone service for the One HACC Drive location. 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 Bidders 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 a Bidder may be grounds for rejection of the Bidders proposal. Bidder 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 Director of Purchasing shall be the authorized representative of the College for purposes of interpretation of contract requirements.

C. 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.

D. 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 Dave Shaffer, Senior Technical Analyst - 717-780-2511.

E. 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 selection of a **Local Telephone Service**.

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 VII: EVALUATION CRITERIA**.

B. MANDATORY BIDDERS CONFERENCE

None Required

C. RFP CLARIFICATION

Proposers may request an explanation of the intent or content of this RFP and clarification of procedures used for this procurement. No interpretation made to any Proposer as to the meaning of the RFP shall be binding on the College unless repeated in writing and distributed as an addendum by 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 to the attention of Garry Crider prior to April 7, 2008.

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). Oral communication with any other College employee, unit, department, or organization concerning this RFP is not binding on the College and shall in no way modify the RFP, or the obligation of the College or the Vendor, and may deem the Proposer's proposal void.

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

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

D. ADDENDA TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, HACC, Central Pennsylvania's Community College 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 PROVISIONS

A. EXAMINATION OF CONTRACT CONDITIONS

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

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

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

By submitting a response to this RFP contractor represents that:

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

B. ASSIGNMENT OR TRANSFER

This contract may not be assigned or transferred in whole or in part, without the written permission of HACC, Central Pennsylvania's Community College Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned.

C. INDEPENDENT CONTRACTOR

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

D. INSURANCE

The Contractor shall provide insurance coverage as required by this section. Certificates of insurance coverage shall be filed with HACC, Central Pennsylvania's Community College 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 the following minimum insurance:

1. Workers' Compensation Insurance Coverage. The Contractor shall provide HACC, Central Pennsylvania's Community College Purchasing Department with proof of Workers' Compensation Coverage in accordance with Pennsylvania statutory requirements
2. Comprehensive General Liability insurance, including automobile liability, personal injury and property damage with limits of not less than \$1,000,000 each claim and a combined single limit of not less than \$2,000,000 per occurrence.

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.

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 State 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 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. 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 on **Tuesday – May 20, 2008 by 11:00 AM**. Proposal Sheets showing all costs must be in a sealed container, clearly marked "**Proposal RFP # 08-50 – LOCAL TELEPHONE SERVICE**" and handed to the Purchasing Department's representative.

E. NUMBER OF COPIES AND MAILING OF PROPOSAL

Four (4) copies of the General Cost Proposal Sheet will be submitted in a sealed container clearly marked with the name of the Proposer and labeled "**LOCAL TELEPHONE SERVICE - RFP #08-50**". 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.

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 Contractor'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: X. COST PROPOSAL SHEET for 08-50: LOCAL TELEPHONE SERVICE

VII EVALUATION

A. PROPOSAL PROCESS

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

B. EVALUATION CRITERIA

Selection Criteria

1. The price for services
2. The ability, capacity and skill of the bidder to provide these services.
3. Recommendations of references.
4. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
5. The accuracy and completeness of your proposal.

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, and the ability of the Contractor 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 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 EXHIBITS / SPECIFICATIONS
FOR 08-50
LOCAL TELEPHONE SERVICE**

IX. EXHIBITS / SPECIFICATIONS

Project Identification

This RFP, issued by the HACC, Central Pennsylvania's Community College (HACC), is for providing Local Telephone service for the One HACC Drive, Harrisburg, PA NPA NXX/717-780 location. The new Local Service will consist of 2 Primary Rate Interface (PRI), 1,120 Direct Inward Dial Numbers, Unlimited Local Calling, and the rate for 12 Dial Tone Lines preferably Centrex.

Proposal responses shall follow the general format as outlined in this section of the RFP. Proposers are encouraged to describe in detail their services as related to each requirement detailed herein and any additional features or benefits related to the offering not specified in this RFP.

Proposers shall detail their experience in providing services to public and private institutions. Bidders should complete the attached proposal response sheet and provide supporting information and program literature. Bidders may submit an addendum with additional information that does not fit on the bid response sheet.

If programs/services do not exactly meet these requirements bidders should provide an appendix and explain these differences.

Background Information

Currently HACC has a Rolm 9751 Model 40 System.

HACC utilizes 32 Direct Inward Dial Trunks (DID), 1,120 DID numbers, 8 Centrex and 26 Plain Old Telephone Service (POTS) dial tone lines.

Project Scope of Services

CONTRACT

Each service provider shall include a proposed contract for the services it offers that includes all the terms and conditions that it will request in a contract between it and HACC and incorporates the Terms and conditions of this RFP.

QUALITY

Supplier must indicate what type of network redundancy is available in their network, the average down time documented for the proposed network in the last two years, and the methods and time frames involved in restoring or re-routing network traffic. Supplier should also include their service level agreement. Supplier must describe the disaster recovery plan for the network.

In the event the supplier's network experiences an outage, how soon will the College be notified? How will the College be notified?

COST

Proposal shall include cost of program to HACC.

Provide a sample of a bill. Include Local Telephone service cost and any costs or fees associated with such.

Describe your billing dates, including when bills are delivered each month and what period of time each billing covers. Billing dates need to be arranged so that the billing is received by the 20th of each month.

INSTALLATION

Each Service Provider shall include their ability to provide service within 60 days of the services being awarded. If the selected provider fails to install and have operational all of the services within this time, HACC may cancel the agreement with the selected provider and proceed to contract with another proposer or reject all remaining proposals with absolutely no obligation or cancellation charges from the selected provider.

REFERENCES

Companies must provide as part of this bid a complete description of capabilities to provide a Local Telephone service. This profile must include company name and address, a list of names of all owners of the company or officers of the corporation, the duration and extent of experience providing this Local Telephone service.

Provider shall provide three (3) references of a similar size and nature. Include contact name, address and telephone number.

Selection Criteria

1. The price for services
2. The ability, capacity and skill of the bidder to provide these services.
3. Recommendations of references.
4. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
5. The accuracy and completeness of your proposal.

**X. COST PROPOSAL SHEET FOR
08-50 - LOCAL TELEPHONE SERVICE**

The Bidder shall propose the costs to furnish the services in accordance with this RFP. Award will be made to the Contractor(s) whose proposal is most advantageous to the College.

RESPONSE SUBMISSIONS TO THE FOLLOWING CRITERIA. THESE POINTS SHOULD BE DETAILED WITHIN THE RFP RESPONSE.

1. The price for services
2. The ability, capacity and skill of the bidder to provide these services.
3. Recommendations of references.
4. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
5. The accuracy and completeness of your proposal.

Company Name: _____

Authorized Name (print): _____

Authorized Signature: _____

Date: _____

XII. Notice of Intent to Attend the Bidder's Conference

NONE REQUIRED

**HACC, Central Pennsylvania's Community College
Request for Proposal**

08-50 – LOCAL TELEPHONE SERVICE

HACC, Central Pennsylvania's Community College is requesting quotes for **LOCAL TELEPHONE SERVICE**. A copy of **RFP # 08-50** may be obtained at: www.hacc.edu (click on "Business & Community" – under "Purchasing", click on "Request for Proposals") beginning **Thursday – May 8, 2008**. Responses due on **Tuesday, May 20, 2008 by 11:00 AM**. 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.