

HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE

**Request for Proposal**

09-09: APPROVED QSA & ASV VENDORS

**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: **Wednesday – August 20, 2008**

Deadline for Questions: **Tuesday – September 2, 2008 - by 11:30AM**

Responses to the Questions: **Thursday – September 4, 2008 - by 4:30PM**

Submit Notice of Intent to Submit Proposal Due Date: **Monday – September 8, 2008 - by 2:00PM**

PROPOSAL DUE DATE: **Tuesday – September 9, 2008 - by 2:00PM**

Board Meeting: **Tuesday, October 7, 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  
#09-09**

**for**

**APPROVED QSA & ASV VENDOR**

**for**

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

DEADLINE TO SUBMIT PROPOSALS:

**Tuesday - September 9, 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	Wednesday – August 20, 2008
Deadline for Questions	Tuesday – September 2, 2008 - by 11:30AM
Responses to Questions due back to bidders	Thursday – September 4, 2008 - by 4:30PM
Submit Notice of Intent To Submit Proposal Due	Monday – September 8, 2008 - by 2:00PM
Deadline to Submit Proposals	Tuesday – September 9, 2008 – 2:00PM
Award of Contract	After Tuesday – October 7, 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 an approved QSA & ASV vendor 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 Doug Davis., Director of System Services - 717-780-3260.

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 an approved QSA & ASV vendor to provide the necessary scans of the HACC network in accordance with the Payment Card Industry (PCI) Data Security Standards (DSS) as described at [https://www.pcisecuritystandards.org/pdfs/pci\\_scanning\\_procedures\\_v1-1.pdf](https://www.pcisecuritystandards.org/pdfs/pci_scanning_procedures_v1-1.pdf). Responses should include price quotes for quarterly network vulnerability scanning services and network penetration testing, assessment, development of PCI compliant plan, and provide compliance report.

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, Tuesday, September 9, 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 #09-09" 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 **Tuesday, September 2, 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 a period from the date of award through project completion and acceptance by the College.

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 Tuesday, September 9, 2008. Proposals must be in a sealed container, clearly marked "Proposal RFP #09-09 – APPROVED QSA & ASV VENDORS".

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

Four (4) 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 #9-09". 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 # 09-09

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.

E. COST PROPOSAL

Respond to all the questions found in Section: VIII. COST PROPOSAL SHEET for 09-09: APPROVED QSA & ASV VENDOR

VII EVALUATION

A. PROPOSAL PROCESS

1. After the date established for receipt of proposals, a register of proposals shall be prepared which shall include the name of each Proposer. The register of proposals shall be open to public inspection only after award of the contract. No additional proposals will be accepted after the opening date.

2. The evaluation shall be based on the evaluation factors set forth in this request for proposal. Factors not specified in the request for proposal shall not be considered.

3. For the purpose of conducting discussions, proposals shall be initially classified as:

- (a) responsive; or
- (b) non-responsive.

4. Discussions may be held with one or more Proposers to:

- (a) promote understanding of the College's requirements and the Proposers' proposals; and
- (b) facilitate arriving at a contract that will be most advantageous to the College taking into consideration all factors set forth in the request for proposals.
- (c) Discussions may include oral presentations, interviews, demonstrations, responses to specific questions, modifications, and negotiations. Proposers shall not be informed of their rank at the time of discussions. The College reserves the right to visit and inspect other sites of the potential Contractor.
- (d) Proposers must be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.
- (e) One or more Proposers may be provided an opportunity to submit a "best and final" offer.

5. References and the credit and financial responsibility of the Proposers may be verified as appropriate.

**B. EVALUATION CRITERIA**

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

**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.

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**  
**09-09**  
**APPROVED QSA & ASV VENDORS**

**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:**

- A. Median range of age is 30-55 years old
- B. 60% are women, 40% are men
- C. Two-thirds live with a spouse and/or children
- D. Attend classes while holding a full-time or part-time job
- E. View education as a vehicle to success
- F. Interested in specific courses and programs
- G. Believe that HACC expands the educational opportunities of the local community
- H. 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:**

When customers offer their bankcard at the point of sale, over the Internet, on the phone, or through the mail, they want assurance that their account information is safe. Toward that end Visa USA has instituted the Cardholder Information Security Program (CISP). Mandated since June 2001, CISP is intended to protect Visa cardholder data—wherever it resides—ensuring that members, merchants, and service providers maintain the highest information security standard. In 2004, the CISP requirements were incorporated into an industry standard known as Payment Card Industry (PCI) Data Security Standard (DSS) resulting from

collaboration between Visa, MasterCard and other credit card companies to create common industry security requirements.

HACC processes transactions with RBSLynk. HACC is a Level 3 Merchant with over 20,000 Credit Card transactions annually.

### **SCOPE OF WORK:**

HACC, Central Pennsylvania's Community College is looking for a Qualified Security Assessor (QSA) and Approved Scanning Vendor (ASV) as defined by the PCI Security Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)) to perform a network security audit with a PCI focus. Based on Audit results, the QSA should develop a plan that will lead to the goal of achieving PCI compliance with timelines based on goals. The QSA will assist in the development of rules and processes that will need to be adhered to by the College to continue to maintain PCI compliance. The vendor shall furnish all material, labor and resources to provide vulnerability scans and network penetration testing in accordance with PCI DSS rules and regulations. HACC would prefer that the vendor and the representative assigned to our account have experience in the higher education arena. A baseline security audit as well as examination and recommendation of business processes and procedures as related to PCI DSS compliance will be completed and a roadmap to PCI Compliance will be developed. Based on the roadmap, HACC may need assistance in the creation or modification of policies and procedures to meet PCI compliance. HACC specific network and/or server changes that need to be made to become PCI compliant will be well defined as well as follow-up to assure the changes have been made and now are PCI compliant.

The following items must be addressed:

- A. The vendor must be on the list of approved QSA and ASV vendors on the PCI Security Council list and perform a Network Security Audit with the PCI DSS compliance as the objective of this QSA and ASV work.

Vendor should provide updates at least weekly by telephone after the initial scans are completed. The updates should identify areas of noncompliance uncovered in the scan results, develop and assist in managing a remediation plan to address the non-compliance issues and review network security infrastructure and architecture.

- B. The Vendor shall provide Vulnerability Scanning Services:

1. **Scanning:** Vendor shall provide an approved automated vulnerability-scanning service that has been tested and determined to be PCI DSS compliant. The scanning solution shall test for all known and detectable vulnerabilities and provide strong accuracy in eliminating false positives. The initial scan should include rescans of those locations that did not have a "clean" result. After the initial scans, scanning should take place at least quarterly and after any significant changes in the network.

2. **Reporting:** Vendor shall provide on-line auto-generated/preformatted reports with a high-level summary for executives and managers. The reports should include detailed results and specific remediation action for technicians. Remediation instructions include Common Vulnerabilities and Exposures (CVE) linked vulnerability checks and best practices (from VISA, MasterCard) as defined by Vendor consultants.

- C. **Network Penetration Service** shall be provided annually or upon request, but no more than every six months.

PCI DSS requirement 11 requires that penetration tests be conducted at least annually or after any significant change to your network. Vendor shall provide a service designed to satisfy these requirements and include the following:

1. **Enumeration:** A list of targeted and authorized IP addresses will be developed based on HACC provided data (domain names, network blocks and individual IP addresses). This includes intelligent domain name resolution in which dynamic, periodic name resolution is employed in order to discover load-balancing architectures that utilize multiple public IP addresses.
2. **Inventory:** Vendor determines which of the enumerated IP addresses are actually running, available and offering network services. Host inventory uses a number of techniques, including ICMP pings, common TCP service probes, and protocol-specific UDP service probes. In local, LAN-based scans, ARP queries also reveal active systems. Open services are probed by the Vendor for any information that can be used to verify the actual application layer protocol (e.g., HTTP), as well as vendor applications (e.g. Apache, IIS, Netscape, Domino) and version.
3. **System Discovery:** Vendor attempts to identify other IP addresses associated with the target IP addresses. Typical discovery methods include DNS record lookups and various dynamic port mapping techniques (e.g., DCE Endpoint Mapping and Java RMI Registry probes).
4. **Vulnerability Checks:** Vendor performs specific checks for vulnerabilities on all accessible host IP addresses and services. Network-layer penetration tests as well as application-layer penetration tests should be performed. This should include Web Application Vulnerability scans that cover at a minimum the OWASP top 10.
5. **Manual Analysis and Verification:** Vendor will conduct a manual verification and analysis of the discovered vulnerabilities on Internet facing systems to identify security holes and eliminate false positives. Upon completion of the testing, a report shall be provided by the Vendor documenting the findings and include high-level recommendations. All testing phases must be coordinated with HACC to minimize any adverse impact that may occur as a result of the services

- D. **References** from a minimum of three (3) current clients must be supplied. One of these references **MUST** be from another college or university with multiple campus sites with centralized payment card processing. Please include the name of the college or company, physical address, contact name, contact phone number and contact email address and length of time they have been your client

1. **Pricing** – List in detail the specific costs that the university would be charged for the entire scan process. If a fee is based on a per unit charge, please indicate the charge per unit and define the unit measurement. If there is a discount for signing a multi-year contract, please include that as well. **The university will not be responsible for any fees not listed in this section.**

- E. Please provide the name(s) and contact information for the person(s) responsible in your organization for electronic and paper records security.

**F. Merchant Information:**

TouchNet Systems  
POS

Hardware: Dell Poweredge 2850  
Software: TouchNet Payment Gateway vers. 4.7

Nebraska Bookstore System

ICS(Inventory Control System)

Hardware: IBM RS6000  
Software: Prism (Esker Tun)  
Registers: IBM 0404W w/ 4610 SureMark printers

NetEpay System  
POS

Register Hardware: Generic PC's  
Software: ECRS Catapult

**G. Data Security**

Contractor shall treat all data that it receives from the College, or is otherwise exposed to within The College data systems, with the highest degree of confidentiality and in compliance with all applicable federal and state laws and regulations and The College policies. Contractor shall employ commercial best practices for ensuring the security of all The College electronic and paper data accessed, used, maintained, or disposed of in the course of Contractor's performance under this Agreement. Contractor shall only use such data for the purpose of fulfilling its duties under this Agreement and shall not further disclose such data to any third party without the prior written consent of HACC or as otherwise required by law. Upon termination or expiration of the contract, Contractor will either return or confirm the secure destruction of all The College documents, records and data, at The College's election.

Without limiting the foregoing, in the course of performing its duties under this Agreement Contractor may receive, or be exposed to, the following types of data: student education records; financial information as that term is defined in the Financial Modernization Act of 1999; protected health information as that term is defined in the Health Insurance Portability and Accountability Act; and various items of personal identifying information including but not limited to Social Security Numbers, credit card numbers, financial account numbers and corresponding security or access codes and passwords, drivers license numbers, and Pennsylvania state identification card numbers. Contractor shall employ sufficient administrative, physical, and technical data security measures to meet the requirements under the specific federal and state laws and credit card industry standards applicable to those data, including but not limited to:

Student Education Records: The Family Education Rights and Privacy Act (FERPA), 20 USC 1232g et seq., and related regulations at 34 CFR Part 99;

Financial Information including credit card and financial account numbers: The Financial Modernization Act of 1999, 15 USC 1681 et seq.; and the Safeguards Rule at 16 CFR Part 314.

Protected Health Information: The Health Insurance Portability and Accountability Act (“HIPAA”), 42 USC 1320d-2 (note); implementing privacy and security regulations at 45 CFR Parts 160 and 164, and related agency guidance; and the terms of any Business Associate Agreement or LDS agreement between The College and Contractor;

Social Security Numbers

Drivers License Numbers

Credit Card Numbers: the Payment Card Industry Data Security Standards.

Immediately upon becoming aware of a breach of the Contractor’s security that reasonably may have resulted in unauthorized access to The College data, Contractor shall notify The College and shall cooperate fully with The College’s investigation of and response to the incident. Except as otherwise required by law, Contractor shall not provide notice of the incident directly to the persons whose data were involved, without prior written permission from The College.

Contractor acknowledges and agrees that The College is subject to Pennsylvania’s Right-to-Know Law, and that disclosure of some or all of confidential information provided pursuant to this Agreement, or the Agreement itself, may be compelled pursuant to that law. The College agrees that, upon receipt of a request for confidential information made pursuant to the Pennsylvania’s Right-to-Know Law, it shall a) promptly notify Contractor of the fact and content of the request, b) consult with Contractor regarding any legitimate basis on which it might resist or narrow its response to the request, and c) disclose only information that The College, in the opinion of its legal counsel, is legally compelled to disclose.”

Notwithstanding any other provision of this agreement, Contractor shall reimburse the The College in full for all costs, expenses, and liabilities of any kind whatever incurred by the The College as a result of Contractor’s failure to comply with the above data confidentiality and security requirements. This obligation shall include defending, indemnifying, and holding the The College harmless from any third party claims or causes of action of any kind arising from or relating to the Contractor’s use, maintenance, or handling of The College data received in connection with its performance under this Agreement. These remedies shall be in addition to any other remedies provided within this Agreement or otherwise available under law.

**X. COST PROPOSAL SHEET**  
**09-09**  
**APPROVED QSA & ASV VENDORS**

The participant's response to this proposal should include answers to the following series of questions. So that the RFP Team can easily follow the questions and responses, please assure that the question is stated immediately before the response. Any deviation from this format and sequence may result in the proposal being immediately rejected.

A. All proposal responses must include:

1. The name, address, phone and fax number, and email address for the duly authorized agent submitting the proposal.
2. Documentation of any intent to use another company(ies) or private individual(s) as a subcontractor(s) for any part or the whole of the services offered in response to this RFP. HACC reserves the right to approve or reject any subcontracting agent or to reject proposals based on the use of subcontracted work.
3. References from a minimum of three (3) current clients. One of these references must be from another college or university. Please include the name of the company/institution, physical address, project manager's name, project manager's phone number and project manager's email address and length of time they have been your client. Including a brief description of the related projects.

B. Describe in detail your company's capability of providing the services required in Section IX: Specifications – paragraph "G". Do not use boilerplate marketing materials, but speak very specifically to the scope in Section IX – Specifications.

C. Data Privacy and Security

In the course of performing the activities that are the subject of this RFP, your organization and personnel may receive, transmit, access, or be exposed to sensitive institutional data of HACC. The data may be in hard copy (paper) or electronic format. Please describe the measures your organization and personnel will take to ensure that:

1. all transmission, receipt, storage, use, and disposal of HACC institutional data is handled in a secure manner in order to prevent unauthorized third party access;
2. all transmission, receipt, storage, use, and disposal of HACC institutional data is handled in accordance with all applicable laws as well as prevailing commercial best practices with regard to the type(s) of data involved, including but not limited to the Payment Card Industry Data Security Standards for credit card data;

3. your organization and personnel will not disclose to any third party any Social Security Numbers received or obtained from HACC, except (i) as required by state or federal law or a valid court order or (ii) with prior written authorization from HACC;
  4. your organization will notify HACC immediately in the event of a breach of your electronic or paper records systems that reasonably appears to have resulted in the disclosure or exposure of “personal information”, and cooperate fully with HACC’s efforts to investigate the incident and to provide appropriate notice to the individuals whose data was involved and to others as required by law or deemed appropriate by HACC;
  5. HACC institutional data is only accessed and used for the purpose of performing the activities that are the subject of this RFP, and only by those personnel within your organization who require access to perform such activities; and
  6. your personnel understand and accept their obligations to handle HACC institutional data with the proper security as described above.
- D. Please provide a copy of all policies and procedures within your organization that relate to the measures described in Section IX – Scope – Section A.
- E. Please provide the name(s) and contact information for the person(s) responsible in your organization for electronic and paper records security.
- F. Below is the pricing worksheet. The worksheet, when completed, should list in detail the specific costs that the College would be charged for the entire process. If a fee is based on a per unit charge, please indicate the charge per unit and define the unit measurement. Space has been provided at the bottom of the worksheet for any additional costs that are not specifically listed within the pricing worksheet. The College will not be responsible for any fees not listed in this section.

**PRICING WORKSHEET**

<b>Network Security Assessment/Audit</b>	<b>PRICING (Total Price)</b>
Assessment/Audit Consulting	
Development of PCI Compliant Plan	
Review of Current Rules and Procedures of College and recommendation of new Rules and Procedures to meet PCI DSS compliancy regulations	
<b>Vulnerability Scanning Services</b>	
Scanning	
Reporting	
Security	
Four quarterly external vulnerability scans	
<b>Network Penetration Service</b>	
Enumeration	

	Inventory	
	System Discovery	
	Vulnerability Checks	
	Manual Analysis/Verification	
	<b>Support</b>	
	<b>Training</b>	
	<b>Miscellaneous</b>	
	<b>TOTAL</b>	

1) Estimate of total hours of consulting needed to complete the project? \_\_\_\_\_ hrs

2) Hourly Consulting Rate: \$ \_\_\_\_\_

3) Define travel costs if applicable

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

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

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

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

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

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

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

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

**NOT REQUIRED**

**XII. Notification of Intent to Submit Proposal**

**NOTIFICATION OF INTENT TO SUBMIT PROPOSAL**

Please refer to the Request for Proposal Package covering the acquisition APPROVED QSA & ASV VENDOR for the College for Proposal Number 09-09: APPROVED QSA & ASV VENDOR 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: \_\_\_\_\_

**HACC, Central Pennsylvania's Community College**  
**Request for Proposal**  
**09-09 – APPROVED QSA & ASV VENDOR**

HACC, Central Pennsylvania's Community College is requesting proposals for APPROVED ASV & QSA VENDORS for all Campuses of HACC, Central Pennsylvania's Community College. A copy of RFP # 09-09 may be obtained at: [www.hacc.edu](http://www.hacc.edu) (click on "Business & Community" – under "Purchasing", click on "Request for Proposals") beginning, Wednesday, August 20, 2008. Responses due by 2:00PM on Tuesday, September 9, 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.