



# Request for Proposal

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PBX/ Hosted VoIP Phone System

Final Version 09/19/2016

**REQUEST FOR PROPOSAL**



**PBX / Hosted VoIP Phone System**

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**SECTION 1**

**INTRODUCTION**



## 1.1 Purpose / Overview

Mifflin County Government ("MCG") is seeking proposals for communication infrastructure services as described herein from a qualified vendor to perform the following services:

- A. VoIP Phone System:** MCG is seeking a vendor to provide a new VoIP Phone System and/or Hosted PBX Solution (VoIP System) for its offices in Lewistown, PA. The chosen vendor will work with RBA and the County Commissioners to complete the project. MCG will consider proposals for both Premise Based Systems VoIP Systems and Hosted/Cloud Based Solutions.

MCG will be replacing its current Nortel PBX system with a new VoIP System. The new VoIP System shall be sized to accommodate **Two Hundred Four (204) handsets/seats**, with the ability to increase in size to **Three Hundred (300) handsets/seats** if needed in the future. Proposed Phones/Handsets must utilize a minimum of 100 Mbps Ports with PoE. Optional Pricing for phones with GigE Ethernet Ports is also requested. PoE switches will be provisioned and managed by RBA and are NOT necessary to quote as part of the solution. Required Features and additional details for the PBX/HPBX requirements are located in Section 2.2 of this RFP.

- B. Connectivity to PSTN:** MCG will consider proposals for utilizing a combination of PRIs, SIP Trunking, and/or Dedicated Internet Access to provide connectivity to the PSTN. Telco services are currently under contract with EarthLink Communications and the proposed solution may need to operate within the existing EarthLink contract. The current contract can support both PRI and SIP delivery as well as Dedicated Ethernet Internet Access. Proposals for alternative connectivity solutions will also be considered. All connectivity solutions must include provisions for automatic failover in the event of primary carrier and circuit outage. Details for PSTN connectivity requirements are located in Section 2.3 of this RFP.

- C. High Availability and Automatic Offsite Failover:** Vendors are required to include hardware redundancy with high availability as part of the solution. Onsite hardware should be configured in a high availability cluster. A Secondary/redundant offsite solution must be provided and configured with Active/Active architecture to provide automatic failover in the event of Primary System/onsite hardware failure. The Secondary/redundant solution must be located in a secure offsite data center and must meet SSAE 16 SOC 2 Type II Data Center compliance standards. Details for Redundant System requirements are located in Section 2.4 of this RFP.

- D. Onsite Installation and Onsite Training:** Vendors are required to provide onsite installation of all hardware and to provide onsite training for MCG administration and staff. Details for Onsite Installation and Onsite Training requirements are located in Section 2.5 of this RFP.

- E. Maintenance, Software Upgrades & Support Requirements:** Vendors are required to include all maintenance and software upgrade costs for both a Three (3) year and a Five (5) year period. Vendors are also required to provide an SLA (Service Level Agreement) regarding both remote and onsite response times for support. Details for Maintenance, Software Upgrades & Support requirements are located in Section 2.6 of this RFP

- F. Financials & Total Cost of Ownership:** Vendors must quote options for both Three (3) year and Five (5) year agreements. Details for Financials and Total Cost of Ownership requirements are located in Section 2.7 of this RFP



## **1.2 About MCG**

Mifflin County Government ("MCG"). **Mifflin County** is one of 67 counties in the State of Pennsylvania. Made up of 10 townships and 6 boroughs, Mifflin County is home to approximately 46,000 residents. The county seat is located in Lewistown, PA. The responsibilities of MCG include the criminal justice system, the conduct of elections, and the administration of human services. MCG maintains the following office locations:

- A. Mifflin County Courthouse** 20 North Wayne Street  
Lewistown, Pennsylvania 17044
  
- B. Courthouse Annex**  
101 West Third Street  
Lewistown, Pennsylvania 17044
  
- C. Correctional Facility / District  
Justice Jack Miller Office**  
103 West Market Street  
Lewistown, Pennsylvania 17044
  
- D. Domestic Relations Services**  
152 East Market Street  
Lewistown, Pennsylvania 17044
  
- E. Children and Youth Services** 144 East Market Street  
Lewistown, Pennsylvania 17044

## **1.3 Public Information**

All submitted proposals, and information included therein or attached thereto are subject to the Pennsylvania Right to Know Law, 65 P.S. §§ 67.101-3104 ("RTKL"). Pursuant to the RTKL, certain information may be subject to public disclosure. However, if the vendor believes that the requested information is a Trade Secret as defined by the RTKL, then the vendor should provide a statement signed by a representative of the vendor explaining why the requested material is exempt from public disclosure under the RTKL within the timeframe prescribed by MCG.

## **SECTION 2 RFP INSTRUCTIONS**

### **2.1 Vendor Requirements**

At the time of submission, vendors must be in good standing with all federal, state and local governments. Vendors must be able to comply with the Contracting Provisions set forth in Sections 4.1-4.7.



## **2.2 VoIP System Requirements**

### **A. Required System Features:**

Automated Attendant

Receptionist Attendant Console

Four (4) Digit Extension Dialing to all phones on system

Four (4) Digit Virtual Extensions – (Mapping a 4 Digit extension to corresponding 10 Digit DID numbers on a completely separate phone system).

Corporate Directory (Listing all User Names & Extensions)

24/7/365 Telephone & E-mail Support

Music On-Hold / Message On-Hold

Voice Mail with Message Waiting Indicator & Voice Mail to Email Functionality

Voice Mail Disabled for certain identified handsets (Administrative control - ability to deactivate voicemail feature for a select group of handsets.)

Inbound Caller ID displayed on handsets and Caller ID transferred to mobile phones when using Forwarding and Find me / Follow Me Functionality

Outbound Caller ID (Ability to out-pulse both main number and Individual DID Numbers)

Account Codes – Call Detail Records (Ability to support account codes and provide call detail by individual user)

Busy Lamp Field (line monitor)

Call Forwarding Always /Call Forward Busy

Call Forward No Answer

Call Forward Not Reachable

Call Forward Selective Call

Call Hold

Call Park

Call Pickup Groups

Call Transfers



Call Waiting

Calling Name & Number (Caller ID)

Caller ID (Name and Number)

Conference Calling (Up to 25 Participants)

Dedicated All Call Button - Clearly labeled with distinct color (preferably orange or some other color) on all Handsets and programmed to page all extensions and overhead speakers by pressing the dedicated button.

Distinctive Ringing

Do Not Disturb

Directed Call Pickup

E-911 Registration

911 Location Identification (911 operator will know what floor and office the call is coming from.)

Fax Capability / Inbound & Outbound Fax Messaging

Find Me/Follow Me (Forwarding to Cell Phone or Other Number) / One Number Reach Capability

Group Intercom Paging & **Multicast Paging** – Must include ability to convert input signal from Security System (Dry Contact Closure) and page with a recorded .wav message file.

Hunt Groups

N-Way Calling (N = 3 way, 4 way, etc.).

Open Architecture – System will employ open architecture and be expandable in order to accommodate new technologies as we move forward. This includes the ability to dry connect over to the current panic system and also interface with more advanced panic hardware.

Online Reference Materials

On-site and webinar based training

**Overhead Paging** - Must interface with existing analog paging system and include capability to expand for any future overhead paging requirements. Existing Paging System = Viking Model CPA7B paging system with Bogen 15 Watt Amplifier.

Paging – Phone to Phone (Ability to page from extension to extension in intercom/speaker mode).

Priority Alert

User Portal & Admin Portal

Simultaneous Ring



Selective Call Acceptance

Selective Call Rejection

Softphones

Speed Dialing (1 Digit, 2 Digits)

**B. Deactivate Call Recording, Supervisor Extension Monitoring**

There shall be no remote listening services or call recording activated on any of the handsets. Any inherent listening capability that would be covert shall not be activated or shall be deactivated.

**C. System Size Requirement:**

The new VoIP phone system shall be sized to accommodate Two Hundred Four (204) handsets/seats, with the ability to increase in size to Three Hundred (300) handsets/seats if needed in the future. The System should be sized to accommodate a minimum of Ninety (90) simultaneous call paths (Four (4) PRI's and/or Ninety (90) SIP Trunks). Connectivity to back-up/redundant hardware must also accommodate a minimum of Ninety (90) simultaneous call paths.

**D. High Availability and Automatic Offsite Failover: (See Section 2.4):**

**E. Handset Requirements:**

Proposed Phones/Handsets must have 100 Mbps Ethernet ports for PoE.

Proposals must also include optional pricing for phones/handsets with GigE Ethernet ports for PoE.

Two Hundred (204) total phones should be quoted as follows:

- Thirty (30) Basic/common area phones (Polycom VVX 310 or Equivalent)
- One Hundred Forty (140) Standard User Phones (Polycom VVX 410 or Equivalent)
- Thirty (30) Executive Phones (Polycom VVX 600 or Equivalent)
- Four (4) Polycom 6000 (or Equivalent) Conference room Phones

**F. PoE Switching**

PoE switches will be provisioned and managed by RBA and are NOT necessary to quote as part of the solution. Any specific VLAN and/or QoS requirements must be specifically noted as part of your proposal and must be approved by and coordinated with RBA.

**G. Existing LAN – Ethernet Drops to Handsets**

Cat5e Ethernet drops are currently or will be provided for each handset and not necessary to quote in this proposal. All locations listed in Section 1.2 are connected via private fiber.

**H. Administrative & User Portal Access**

Solution must include both Administrative Portal for MACD (Moves, Adds, Changes, and Disconnects) functionality. Solution must also include an End-user portal for approved end-user changes.

*Vendor Finalists will be contacted to provide onsite Portal and System Demo.*





**I. Expected Outcome:**

At a minimum, the desired outcome when the project is complete will be that each user will be able to communicate effectively with all other phones within the system as well as outside calling. Each employee will be able to conduct an 'all call' with a single button clearly labeled or colored or both. A tie-in for each phone is expected so that if a user calls 911, the operator will know what floor and office the call is coming from. This means the vendor shall have to work with 911 in order to address extensions and provide a tie-in to 911 Center. All features requested in this RFP will be tested and operational when installation is completed by Vendor.

**2.3 Connectivity to PSTN**

MCG will consider proposals utilizing a combination of PRIs, SIP Trunking, and/or Dedicated Internet Access to provide connectivity to the PSTN. Telco services are currently under contract with EarthLink Communications and the proposed solution may need to operate within the existing EarthLink contract. The current contract can support both PRI and SIP delivery as well as Dedicated Ethernet Internet Access. Proposals for alternative connectivity solutions will also be considered. All connectivity solutions must include provisions for automatic failover in the event of primary carrier/circuit outage.

**A. Voice Configuration:**

Both the Primary System AND the Secondary/Back-up Hardware must accommodate a minimum of Ninety (90) Call paths.

- Four (4) PRI's
- Ninety (90) SIP Trunks or Hosted Call Paths
- Or a combination of both
- Configuration must provide automatic failure from primary to secondary circuit(s) in the event of either carrier or circuit outage.

**B. Automatic Failover**

Vendor Solution must provide automatic failover for both Hardware Failure (see section 2.4) and PSTN circuit outages. PSTN automatic failover provisions (From PRI to SIP), and/or across multiple access methodologies must be included in the proposal as outlined in item 2.3.A above. The PSTN automatic



failover configuration is also a  
offsite hardware solution in section 2.4



requirement for the secondary/redundant  
below.

## **2.4 High Availability and Automatic Offsite Failover**

Vendors are required to include hardware redundancy with high availability as part of the solution. Onsite hardware should be configured in a high availability cluster. A Secondary/redundant offsite solution must be provided and configured with Active/Active architecture to provide automatic failover in the event of Primary System/onsite hardware failure. The Secondary/redundant solution must be located in a geographically diverse offsite data center and must meet SSAE 16 SOC 2 Type II Data Center compliance standards.

**\* Proposal must identify physical location of the Data Center (s) and proof of Compliance.**

## **2.5 Onsite Installation and Onsite Training Requirements**

Vendors are required to provide onsite installation of all hardware and include testing and conversion in their quote. The solution must also include onsite training for MCG administration and staff. Onsite training will be conducted over multiple days with individual departments. Please include a minimum of two (2) onsite personnel and Sixteen (16) training hours in your quote.

## **2.6 Maintenance & Support Requirements**

Vendors are required to include all maintenance, support, and software upgrade costs for both a Three (3) year period and a Five (5) year period. Vendors are also required to provide an SLA (Service Level Agreement) regarding both remote and onsite response times for support.

### **A. Maintenance Agreement**

On-going Maintenance costs should be quoted for both a Three (3) year period and a Five (5) year period. Proposals must include your "Scope" of work detailing specifically what is included "in Scope" and what is considered "Out of Scope" for Maintenance items. Also include hourly rate and any separate travel charges for any "out of scope" items.

### **B. Support:**

Vendors are required to 24/7/365 support. Please include your Services Level Agreement (SLA) for remote and onsite response times as well as hourly rates for any non-maintenance agreement items.

### **C. Software Upgrades**

Vendors must include costs for all software upgrades and patches for both a Three (3) year period and a Five (5) year period in their pricing quotes.

### **D. Vendor References**

Vendors must provide a minimum of Three (3) References for installed systems of at least Two Hundred (200) Seats or larger that have been installed in the past two (2) years. References must include contact information as follows:



- Company Name & Address
- System Size (Total Number of Seats)
- Contact names
- Email address
- Phone number

## **2.7 Financial Details and Total Cost of Ownership Requirements**

Vendors should include options for both Purchase and Lease pricing. As indicated in previous sections, pricing must include the Total Cost of Ownership (including maintenance, support, and software/upgrades for both a Three (3) year and Five (5) year period.



## **2.8 Project Timeline**

- A. September 21, 2016:** MCG will publish the RFP.
- B. September 30, 2016:** MCG will accept questions related to the RFP from September 21, 2016 until September 30, 2016.
- C. October 12, 2016:** Qualified vendors shall submit their final proposal to MCG no later than 2 pm on October 12, 2016.
- D. October 31, 2016:** MCG anticipates approving and making announcement of the selected vendor.
- E. November 14, 2016:** MCG and the selected vendor shall execute the Service Agreement.
- F. Implementation Date:** MCG and selected vendor will negotiate project timeline and completion to be done as quickly as possible.

## **SECTION 3 RFP SUBMISSIONS**

### **3.1 Point of Contact**

All questions and concerns related to this RFP should be submitted via email to [mis@co.mifflin.pa.us](mailto:mis@co.mifflin.pa.us). Inquiries that are not submitted to [mis@co.mifflin.pa.us](mailto:mis@co.mifflin.pa.us) shall be submitted in writing as follows:

**MIS Department**  
**20 N. Wayne Street**  
**Lewistown, PA 17044**

### **3.2 Proposal Submission**

Vendors must submit their electronic proposals no later than 2pm on October 12, 2016 to: [mis@co.mifflin.pa.us](mailto:mis@co.mifflin.pa.us) . Vendors must also submit their completed Vendor Response Checklist and Workbook. For additional information, please review the tabs on the attached RFP workbook.

### **3.3 Vendor Selection**

MCG shall select the winning vendor at its sole discretion. MCG will review submissions for compliance with the procedural requirements contained herein and reserves the right to reject any proposals that fail to satisfy said procedural requirements. MCG reserves the right to select a vendor and solution for reasons other than price, including what the committee considers to be most practical, functional, easy to use, and cost effective.



## **SECTION 4** **TERMS AND CONDITIONS**

This RFP is not a contract offer. Acceptance of a proposal submission does not obligate MCG to award a contract to any particular vendor, nor limits our rights to negotiate in our best interests. Any contract entered into in relation to this RFP, shall be subject to this RFP. Sections 4.1-4.7 contain MCG's Contracting Provisions, which the successful vendor will be subject to. The successful vendor is responsible for ensuring that they are in compliance with all local, state and federal laws, regulations or ordinances that may impact the services contemplated by the RFP.

MCG will require that the successful vendor enter into either Three (3) Year or a Five (5) Year contract. The contract will continue on a month-to-month basis after the expiration of the initial term, with no automatic renewal clause.

### **4.1 Vendor Integrity**

A. Definitions for this section are as follows, as applicable:

1. MCG means Mifflin County Government.
2. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with MCG.
3. Consent means written permission signed by a duly authorized officer or employee of MCG, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, MCG shall be deemed to have consented by virtue of execution of this Service Agreement.
4. Vendor means the individual or entity that has entered into this Service Agreement with MCG, including directors, officers, partners, managers, key employees, and owners of more than five percent (5%) interest.
5. Financial interest means ownership of more than a five percent (5%) interest in any business or holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
6. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
7. Immediate family means a spouse and any unemancipated child.
8. Political contribution means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action



committee, made for the purpose of influencing any election in the County of Mifflin or for paying debts incurred by or for a candidate or committee before or after any election.

9. Vendor shall maintain the highest standards of integrity in the performance of this Service Agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with MCG.
10. Vendor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Vendor employee activity with the County of Mifflin and MCG employees, and which is distributed and made known to all Vendor employees.
11. Vendor, its affiliates, agents and employees shall not influence, or attempt to influence, any MCG employee to breach the standards of ethical conduct for MCG employees, or to breach any other state or federal law or regulation.
12. Vendor shall not disclose to others any confidential information gained by virtue of this Service Agreement.
13. Vendor shall not, in connection with this or any other Service Agreement with MCG, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of MCG.
14. Vendor shall not, in connection with this or any other Service Agreement with MCG, directly or indirectly offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of MCG.
15. Except with the consent of MCG, neither Vendor nor anyone in privity with it shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Service Agreement except as provided therein.
16. Except with the consent of MCG, Vendor shall not have a financial interest in any other Vendor, subcontractor or supplier providing services, labor or material on this Project, unless the financial interest is disclosed to MCG in writing and MCG consents to Vendor's financial interest prior to MCG execution of the contract. Vendor shall disclose the financial interest to MCG at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Vendor's submission of the executed contract.
17. Vendor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Vendor under this Service Agreement without the prior written approval of MCG, except as required by the *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this Service Agreement. Any information, documents, reports, data, or records secured by Vendor from MCG or a third party in connection with the performance of this Service Agreement shall be kept confidential unless disclosure of such information is:
  - a. Approved in writing by MCG prior to its disclosure; or
  - b. Directed by a court or other tribunal of competent jurisdiction unless the Service Agreement requires prior MCG approval; or
  - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - d. Necessary for purposes of Vendor's internal assessment and review; or
  - e. Deemed necessary by Vendor in any action to enforce the provisions of this Service



- Agreement or to defend or prosecute claims by or against parties other than MCG; or
- f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
- g. Otherwise required by law.

18. Vendor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify MCG in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Vendor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  - 1. obtaining;
  - 2. attempting to obtain; or
  - 3. performing a public contract or subcontract.

Vendor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of any federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the Act of June 2, 1915 (P.L. 736, No. 338), known as the Workers' Compensation Act, 77 P.S. 1 et seq.
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any MCG or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Vendor acknowledges that MCG may, in its sole discretion, terminate the Service Agreement for cause upon such notification or when MCG otherwise learns that Vendor has been officially notified, charged, or convicted.

19. Vendor shall comply with requirements of the *Lobbying Disclosure Act*, 65 Pa. C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law.

20. When Vendor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, shall immediately notify MCG's Chief Counsel in writing.



21. Vendor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify MCG in writing.
22. Vendor, by execution of this Service Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that it has not violated any of these provisions.
23. Vendor shall, upon request of MCG, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of Vendor of, concerning, and referring to this Service Agreement, or which are otherwise relevant to the enforcement of these provisions.
24. Vendor shall comply with applicable breach notification laws, in the event of a security breach which involves confidential consumer information.

For violation of any of the above provisions, MCG may terminate this and any other Service Agreement with Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another facility to complete performance hereunder, and debar and suspend the Vendor from doing business with MCG. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those MCG may have under law, statute, regulation or otherwise.

#### **4.2 Insurance and Liability Requirements**

It is understood and agreed that Vendor's standard liability insurance policies shall protect, or shall be endorsed to protect, MCG, for the term of this Service Agreement, from claims of bodily injury and/or property damage arising out of any activities performed by Vendor or its employees or agents under this Service Agreement, including business and non-business invitees, and their property and all other property sustaining damage as a direct result of the execution of this project when validly present on Vendor premises, whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity rights of MCG. Upon request, Vendor shall furnish to MCG proof of insurance as required by this paragraph.

Vendor shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Service Agreement.

#### **4.3 Indemnification**

The Vendor shall indemnify and hold MCG harmless from any and all claims, demands, and actions based or arising out of the negligence or willful misconduct of its employees, agents or subcontractors under this Service Agreement and shall defend any and all actions brought against MCG based upon such claims or demands.





#### **4.4 Vendor's Responsibility**

1. Vendor certifies that it is not currently under suspension or debarment by MCG, any other state, or the federal government, and if the Vendor cannot so certify, then it agrees to submit along with the bid/proposal a written explanation of why such certification cannot be made.
2. Vendor certifies that it has no tax liabilities or other outstanding MCG debts. The Vendor's obligations pursuant to these provisions are ongoing from and after the effective date of this Service Agreement through the termination date hereof. The Vendor shall inform MCG if, at any time during the term of this Service Agreement, it becomes delinquent in the payment of taxes, or if it or any of its subcontractors are suspended or debarred by MCG, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment. The failure of the Vendor to notify MCG of its suspension or debarment by MCG, any other state, or the federal government shall constitute an event of default of this Service Agreement.
3. Vendor agrees that MCG may offset the amount of any state tax, MCG debt of the Vendor or its affiliates and subsidiaries that is owed to MCG against any payments due under this or any other Service Agreement with MCG.
4. If Vendor enters into subcontracts or employs under this Service Agreement any subcontractors/individuals who are currently suspended or debarred by MCG or the federal government or who become suspended or debarred by MCG or federal government during the term of this Service Agreement or any extensions or renewals thereof, MCG shall have the right to require the Vendor to terminate such subcontracts or employment.
5. Vendor agrees to reimburse MCG for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of Vendor's compliance with the terms of this or any other Service Agreement between Vendor and MCG which result in the suspension or debarment of Vendor. Such costs shall include, but not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Vendor shall not be responsible for investigative costs for investigations which do not result in Vendor's suspension or debarment.
6. Vendor may obtain the current list of suspended and debarred Vendors by contacting the: Department of General Services, Office of Chief Counsel, 603 North Office Building Harrisburg, Pennsylvania 17125; Phone: (717) 783-6472 and Fax: (717) 787-9138.

#### **4.5 NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the Term of this Service Agreement, Vendor agrees as follows:

1. Vendor shall not discriminate against nor intimidate any employee, applicant for employment, independent Vendor, or any other person for the manufacture of supplies, performance of work, or any other activity, under this Service Agreement or subcontract, because of race, color, religious creed, ancestry, handicap, national origin, age, or gender. Vendor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or



transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Vendor shall post in conspicuous places, that are available to employees, agents, applicants for employment, and other persons, a notice setting forth the provisions of this nondiscrimination clause.

2. Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
3. Vendor shall send each labor union or workers' representatives with which it has a collective bargaining contract or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Vendor.
4. Vendor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
5. It shall be no defense to a finding of noncompliance with this Nondiscrimination/Sexual Harassment Clause that Vendor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Vendor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factors shall be considered in mitigation in determining appropriate sanctions.
6. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority persons, so that Vendor will be unable to meet its obligations under this nondiscrimination clause, Vendor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
7. Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Vendor's noncompliance with the Nondiscrimination/Sexual Harassment Clause of this Service Agreement or with any such laws, this Service Agreement may be terminated or suspended, in whole or in part, and all money due or to become due under this Service Agreement may be forfeited. In addition, Vendor may be declared temporarily ineligible for further MCG contracts and MCG may proceed with debarment or suspension and may place the Vendor in the Vendor Responsibility File and other sanctions may be imposed and remedies invoked.
8. Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting MCG and the Department of General Services' Bureau of Service Agreement Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment clause. If Vendor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Department of General Services' Bureau of Service Agreement Administration and Business Development.
9. Vendor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
10. Vendor shall include the provisions of this Nondiscrimination/Sexual Harassment clause in every subcontract, so that such provisions will be binding upon each subcontractor.



11. Vendor's obligations under this clause are limited to Vendor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

#### **4.6 Americans with Disabilities Act**

Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., the Vendor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Service Agreement or from activities provided for under this Service Agreement. As a condition of accepting and executing this Service Agreement, the Vendor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F. R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by MCG through contracts with outside Vendors.

#### **4.7 Right-to-Know Law**

Vendor understands that this Service Agreement and records related to or arising out of the Service Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). The Vendor is required to adhere to the following requirements:

- A. The Vendor shall notify MCG in writing of any change in the name or the contact information within a reasonable time prior to the change.
- B. If the Vendor fails to provide access to, and copies of the requested information to MCG, within the period specified by MCG, the failure shall be considered an event of default and the Vendor shall pay, indemnify and hold MCG harmless for any damages, penalties, detriment or harm that MCG may incur as a result of the Vendor's failure to produce the requested information.
- C. Vendor agrees not to challenge MCG's decision to deem the requested information a Public Record as defined by the RTKL, or in any way hold MCG liable for such a decision. However, if the Vendor believes the requested information to be a Trade Secret as defined by the RTKL, then the Vendor will provide a statement signed by a representative of the Vendor explaining why the requested material is exempt from public disclosure under the RTKL within the timeframe prescribed by MCG. MCG's determination as to whether the requested information is a Public Record is dispositive of the question as between the parties to this Service Agreement.

#### **4.8 Termination of Services Agreement**

MCG may terminate the Services Agreement by providing written notice to the Vendor. MCG shall terminate the Services Agreement for default when the Vendor has failed to perform or has performed the work unsatisfactorily. If an event of default occurs, MCG may suspend payment under this agreement and



may, upon demand and upon expiration of any applicable cure period, exercise any rights and remedies available to it in law or equity, including seeking recoupment of any amounts paid in violation of this Agreement.

### **SECTION 5 MCG RIGHTS**

MCG reserves the right to:

- A.** Amend, modify, cancel this RFP or not award any contract;
- B.** Modify or add to the requirements contained in this RFP at any time after the issuance of the RFP for compliance by all vendors; and
- C.** Negotiate terms and conditions to meet requirements consistent with this RFP.