

Request For Proposal

September 2011



REQUEST FOR PROPOSAL

Cellular Phone Service

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Any questions pertaining to this proposal shall be directed to Gary A. Wine, Director of Information Technology at 304-267-5113 or may be submitted via email:

cellbid@berkeleywv.org

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The County Council of Berkeley County, West Virginia (herein referred to as the “County Council” or “Council”) is requesting Qualification and Experience/Technical Proposals and Price Proposals from interested parties to provide Cellular Phone service and mobile devices

The County Council (or its designated representatives) will be evaluating submissions to this request and will ultimately select a provider judged to be both responsible and responsive to the request in every way, including having offered the most beneficial, appropriate price proposals. The County Council reserves the right to interview some or all prospective firms to discuss qualifications & Experience/Technical Proposals as well as Price Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the County Council is available from the County Council Office, 400 W. Stephen Street, Suite 201, Martinsburg, WV 25410. Inquiries should be directed to Gary A. Wine, Director of Information Technology at (304) 267-5113.

Proposals should be labeled “**RFP Cellular Phone Service**”. Proposals must be submitted and time-stamped into the County Council Office, Room 201, 400 W. Stephen Street, Martinsburg, WV, 25401 **no later than 4:00 p.m. on Wednesday, October 12, 2011.** Failure to provide the required information as requested in the RFP for Berkeley County’s review may result in disqualification of that firm/company.

Proposals will be opened and entered into public record at 11:00 AM on **Thursday, October 13, 2011** in the County Council Meeting Room, 400 W. Stephen Street, Room 205, Martinsburg, WV, 25401.

Berkeley County reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of the Berkeley County Council.

I. INTRODUCTION:

Proposals are being requested for Cellular Phone service to include phones and other devices necessary for functionality. All materials submitted shall become part of the proposal.

II. BACKGROUND:

Berkeley County currently utilizes the services of US Cellular and has 52 Cell phones and 6 Broadband Internet Cards. The current service includes 11,400 nationwide minutes available monthly and includes the following features: 10,000 minutes include free incoming calls and mobile to mobile & 1,400 minutes include free incoming, mobile to mobile and Nights and Weekends.

III. SCOPE OF REQUIRED SERVICES:

A. Minimum specifications are as follows:

a. Minimum Monthly minutes provided - 11,400

B. All vendors **must** include coverage maps of their service areas.

C. All vendors **must** provide pricing for all equipment proposed. This is to include but not be limited to: phones, smartphones, broadband cards and accessories.

D. If multiple contracts are to be utilized to reduce costs those specifics **must** be defined in the proposal.

E. Proposals are to include all fees associated to the activation of services proposed.

F. Data fees for smartphone should be listed separately.

G. Texting fees for applicable phones should be listed accordingly.

H. All features and functions of proposed contracts should be listed with applicable monthly costs.

IV. TERM OF CONTRACT:

A. The success vendor will provide service for a period of 24 months.

Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the County Council or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty. After that date, the agreement becomes of no effect and is null and void. However, the County agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

Berkeley County reserves the right to terminate the contract for its convenience, with thirty day's

written notice.

V. PAYMENT SCHEDULE:

All services shall be paid from a monthly detailed invoice.

VI. SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of Berkeley County's Purchasing Policy. Berkeley County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- B. It is the County Council's intent to open and review each firm's Qualifications & Experience/ Technical Proposal to determine a firm's qualifications, experience.

VII. PROPOSALS AND AWARD SCHEDULE:

- A. Proposals received prior to the deadline will be treated as confidential, until receipt of all proposals and opening of the same. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.
- C. Proposals may not be altered or amended after they are opened.
- D. The approval or disapproval of the Company's Proposal will be determined by its response to this request and on past performance. No assumptions should be made on the part of the Firm/Company as to this Committee's prior knowledge of their abilities.
- E. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

VIII. TERMS AND CONDITIONS:

- A. The County Council reserves the right to reject any or all proposals or to award the contract to the next recommended Company if the successful Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn up until the date and time set within this RFP for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to Berkeley County the services set forth above, in the manner and at the costs set forth.

- D. The selected Company shall be required to enter into a contract agreement with the County Council. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Berkeley County In-House Legal Director and shall contain, at a minimum, applicable provisions of this request for proposal. The County Council reserves the right to reject any agreement that does not conform to this request for proposal and any Berkeley County requirements for agreements or contracts.
- E. Selected Firm/Company shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Berkeley County Council.
- F. No reports, information or data given to or prepared by the Firm/Company under this agreement shall be made available to any individual or organization by the Firm/Company without the prior written approval of the Berkeley County Council.
- G. Firms/Companies shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County Council under the West Virginia Freedom of Information Act.
- H. Berkeley County shall not be liable for any costs incurred by the Firm/Company in regard to preparation of its proposal.
- I. Berkeley County reserves the right to request interviews.
- J. The County Council reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of the County.
- K. Berkeley County reserves the right to not hold discussions after award of the contract.
- L. By submitting a proposal, the Firm/Company agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein.
- M. The Firm/Company shall abide by and comply with the true intent of the RFP and its Scope of Work and shall not take advantage of any unintentional error, ambiguity or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein. Clarifications may be requested and dealt with at the Pre-Proposal Conference.
- N. The Firm/Company hereby represents and warrants:
 - 1. That it is now, or will be by the time its Proposal is opened, qualified to do business in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - 2. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the contract; that it shall comply with all federal, State, and

local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;

3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;
 4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- O. In addition to any other remedy available to Berkeley County, breach of any of the services contracted herein shall, at the election of the County Council, be grounds for termination. Failure of the County Council to terminate the contract shall not be considered or construed as either a waiver of such breach or as a waiver of any rights or remedies granted or available to Berkeley County.
- P. HOLD HARMLESS/INDEMNIFICATION: If a contract is awarded, the successful Firm/Company will be required to indemnify and hold Berkeley County, its agents and/or employees harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Firm's/Company's performance of the contract awarded. Any property or work to be provided by the Firm/Company under this contract will remain at the Firm's/Company's risk until written acceptance by the County Council; and the Firm/Company will replace, at Firm's/Company's expense, all property or work damaged or destroyed by any cause whatsoever.
- Q. Termination for Convenience: Berkeley County may terminate this or any contract, in whole or in part, whenever the County Council determines that such termination is in the best interest of the County, without showing cause, upon giving 30 days written notice to the Firm/Company. Berkeley County shall pay all reasonable costs incurred by the Firm/Company up to the date of termination. However, in no event shall the Firm/Company be paid any amount that exceeds the price proposed for the work performed. The Firm/Company will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- Termination for Default: When the Firm/Company has not performed or has unsatisfactorily performed the contract, Berkeley County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County Council. Failure on the part of a Firm/Company to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Firm/Company will be paid for services satisfactorily rendered prior to termination less any excess costs incurred by Berkeley County in re-procuring and completing the work.
- R. The contractual obligation of Berkeley County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.
- S. INTERPRETATION: The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

IX. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:

Should any Firm/Company find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the County Council. All necessary interpretations will be issued to all Firms/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Firm/Company to receive any such addendum or interpretation shall not relieve such Firm/Consultant from any obligation under their proposal as submitted. Berkeley County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON BERKELEY COUNTY.** Every interpretation made by Berkeley County will be made in the form of an addendum that, if issued, will be sent by Berkeley County to all interested parties.