

# Request For Proposal

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May 2011



## **REQUEST FOR PROPOSAL**

Telecommunication/Data Services

**May 2011**

**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:**

**[Telcobid@berkeleywv.org](mailto:Telcobid@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 Telecommunication and Data services.

The County Council (or its designated representatives) will be evaluating submissions to this request and will ultimately select a firm 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 System Telco/Data Services**”. 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. May 25, 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 **May 26, 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 from regulatory approved network service providers for rates and terms converting the Counties approximate 138 lines and trunks in designated locations throughout the County. **This request is for network service only and does not include telephone hardware.**

## **II. BACKGROUND:**

Berkeley County currently utilizes multiple PRI, Centrex, Analog, SIP and Broadband connections throughout the organization. All services should be a complete communication service and shall include the facilities necessary for intercommunication between lines within the Counties system and direct inward dialing.

Current configuration: *(Exact configuration may change due to line changes)*

1. (5) PRI's
2. (4) SIP Trunks
3. (20) Analog
4. (75) Centrex
5. (1) 20Mb Internet Data Circuit
6. (4) Remote BroadBand Internet Circuits

Because of the rapid changes in Telecommunications, VoIP protocol, bandwidth capabilities, etc., Berkeley County may decide during the length of this agreement to modify the communication configurations.

## **III. SCOPE OF REQUIRED SERVICES:**

- A. **Successful vendor must have the ability to provide on request line usage reports.**
- B. **Proposed network shall provide service to all Berkeley County locations, including but not limited to:**
  - i. 100 West King Street, Martinsburg
  - ii. 110 West King Street, Martinsburg
  - iii. 400 West Stephen Street, Martinsburg
  - iv. 802 Emmitt Rousch Drive, Martinsburg
  - v. 380 West South Street, Martinsburg
  - vi. 700 South Queen Street, Martinsburg
  - vii. 1224 TJ Jackson Drive, Falling Waters
  - viii. 1619 W. King Street, Martinsburg
  - ix. 4701 Gerrardstown Road, Indood
  - x. 1100 Shepherdstown Road, Martinsburg
- C. **Pricing requirements:**
  - a. Rates per line per month including all associated Federal Line Charges and PICC Fees

- b. Rate for local usage of call made
- c. Rate per line per month for selectable line features
- d. One-Time installation line charges
- e. Directory listing charges and how listing would be made available to current directory providers in Martinsburg
- f. Rate per hour for repair, adds or changes
- g. DID block charges
- h. Rates for Long distance services to include toll free intra-lata, intrastate and interstate

D. Firm Principals and Background

1. Submit the names, titles, and resumes of the "principal" staff member(s) who will be responsible for the service during the performance of the contract. Please assure that the information provided includes specialized experience and technical competence in providing relevant services to similar sized organizations during the past ten (10) years.
2. Describe in depth the operations team available to the "principal" staff member(s). Include an organizational chart of manpower, titles, qualifications, roles in contract performance, and availability for telephone consultations and on-site meetings.
3. Provide a list of at least three (3) but no more than five (5) equivalent technology projects that the firm has successfully administered over the last ten years. This information must include the business name, contact person, address, email address, and phone number.

E. All technical proposals should include any conclusions, remarks and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of proposal.

**VI. TERM OF CONTRACT:**

A. Vendor shall offer a (1) year contract with options to renew for years 2 and 3.

**VII. USE OF EXISTING SOFTWARE:**

Berkeley County will cooperate to the fullest extent by making available to the Firm/Company all processes and software pertinent to this project for review.

**VIII. PAYMENT SCHEDULE:**

All Vendors MUST provide their expectations with regard to payment schedule for the project.

**X. 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 and technical approach to the services. If it is determined that a firm's Qualifications & Experience/Technical Proposal is acceptable, then price will be considered.
- C. Since it is the County Council's desire to select the most qualified firm, we reserve the right to schedule oral presentations from those firms it deems most qualified, to take place within ten (10) business days following notification.
- D. Selection criteria to be used are:
  - 1. Responsiveness to the scope of work and these instructions;
  - 2. Past performance of the firm including timely completion of services, compliance with scope of work performed within budgetary constraints, and user satisfaction;
  - 3. Specialized experience and technical competence in performing relevant services in the past ten (10) years, including qualifications of staff members who will be involved in these services;
  - 4. Oral presentations, if required;
  - 5. Composition of the principals and staff assigned to provide these services, particularly the proposed manager and immediate staff, and their qualifications and experience with services such as that being proposed;
  - 6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
  - 7. Firm's capacity to perform the work, giving consideration to current workloads;
  - 8. Firm's familiarity with problems applicable to this type of services;
  - 9. References from previous clients, including size and scope of the services, name and telephone number of contact person.
  - 10. Price Proposal.

**XI. 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.

**XII. 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.

### **XIII. 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.** No requests received after **4:00 p.m., May 25, 2011** will be considered. 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.