

COUNTY OF AUGUSTA, VIRGINIA

PROCUREMENT OF NON-PROFESSIONAL SERVICES REQUEST FOR PROPOSAL



Issue Date: June 26, 2009

RFP #12150-09-02

Project Title: **Wireless Communication Services**

Proposals will be received subject to the Conditions attached hereto until **2:00 p.m., July 9, 2009**, from qualified firms to provide the County of Augusta with Wireless Communication Services and the necessary equipment to provide this service.

Where to submit Proposals:

Jennifer Whetzel, Finance Director
Central Accounting Office
18 Government Center Lane
Verona, VA. 24482

Copies of Request for Proposals may be obtained by contacting:

Jennifer Whetzel, Finance Director
Telephone (540) 245-5741 Ext. 6
Fax (540) 245-5742
jwhetzel@co.augusta.va.us

In compliance with this Request for Proposal, and to all the conditions imposed herein, the undersigned offers and agrees to complete all requirements and conditions in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

Date: _____
BY: _____
Title _____

Signature in Ink

Telephone (_____) _____

**COUNTY OF AUGUSTA, VIRGINIA
PROCUREMENT OF NON-PROFESSIONAL SERVICES
REQUEST FOR PROPOSAL**

PROPOSAL SCHEDULE

| | |
|--|-----------------------|
| Proposal Issued | June 26, 2009 |
| Proposals Due | July 9, 2009 |
| Distribute Proposals to Selection Committee | July 9, 2009 |
| Selection Committee Interviews with Selected Firms | Week of July 13, 2009 |
| Board of Supervisors Approval of Contract | July 22, 2009 |
| Contract Finalization | August 1, 2009 |

COUNTY OF AUGUSTA, VIRGINIA

PROCUREMENT OF NON-PROFESSIONAL SERVICES REQUEST FOR PROPOSAL

RFP #12150-09-02 DESCRIPTION AND CONDITIONS

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with a qualified firm to provide the County of Augusta with a pool of minutes for Wireless Communication Services and the necessary equipment to provide this service.

II. BACKGROUND

The County of Augusta encompasses approximately 970 square miles with a population of 71,250 residents. The County employs over 400 full-time and part-time employees and currently has approximately 250 active cellular telephones, blackberries, and data cards. The County averages approximately 50,250 minutes of wireless voice usage per month and the majority of this usage is within the County and the Cities of Staunton and Waynesboro.

III. STATEMENT OF NEEDS

A. The County requires the following services:

1. WIRELESS CELLULAR SERVICES

It is required that each Offeror acknowledge and include the following elements in their submitted proposals with supporting documentation and pricing as necessary attached:

- Augusta County has approximately 200 wireless telephones.
- Provider must offer transfer of phone numbers from existing wireless phones being utilized by the County.
- Contact lists (aka “phone book”) should be ported from existing equipment to new equipment.
- Proposals are to include all new telephones as noted.
- No activation or cancellation charges shall be required at any time.
- Phones must have digital and GPS enabled equipment fully operational.
- County must have the ability to add phones to the account at any time under the conditions that the additional phones will be concurrent with the original contract term.
- County must have the ability to terminate phones from the account at any time without additional termination costs or fees.
- Provide unlimited phone to phone minutes within the same service provider, at no charge.
- Provide options for Blackberry to include internet access and e-mail, assuming approximately 25 subscribers. The County maintains a BES.
- Include pricing method (e.g. percentage of retail) for all accessories. (Must include the minimum accessories, AC/DC Adapters, etc.)
- Provide pricing for installation of hands free vehicle services.

- Provide a description of ability to provide timely repair, replacement, etc., of phones, particularly for critical customers (e.g. Fire & Rescue, Sheriff's Department).
- Alternative service plans that fall within the provider's existing plan structure, but deviate somewhat from the plan details listed above, will be considered.
- Wireless local number portability (LNP).
- Free cell to cell calls in Virginia.
- Pool of Minutes
- 100% Secure calls
- Wide area of coverage
- Push to talk technology
- The Offeror shall be capable for providing service to two (2)- Phonecell SX4E TDMA 800 Tri-Mode phones located in the County's Mobile Command Center.
- During the evaluation of the bids, the bidder may be required to provide up to two phones, air cards and/or blackberrys to be used for up to 10 working days to evaluate the service area and quality of service.

2. **EQUIPMENT**

Proposed rate plans shall include the replacement of all existing equipment in the 1st year of the contract and after the renewal of the 3rd year of the contract. Vendor shall define the make, model and features of "free" replacement phones. Phones must be equipped with the following minimum features:

- Voicemail
- Speakerphone
- Call forwarding
- Caller ID
- Car charger
- AC/DC charger
- Belt clip/case
- Call waiting
- Voice dialing
- Bluetooth (includes hands-free options)
- Text Messaging

In addition, pricing is requested for Blackberry and Mobile Data Services:

- Blackberrys (8300 Series or higher)
- Air modems/cards
- Describe data encryption standards

3. **DATA /MOBILE SERVICES**

- The County maintains a fleet of mobile products for staff and public safety. These platforms are Panasonic Toughbooks, CF30, CF52 and CF19 products. They utilize a mobile software combination of Netmotion, VPN, OSSI, MDT, MCT, ETI, or Firehouse. Offeror should document and demonstrate a knowledge and experience in these areas.
- Offeror should be able to provide CDMA 1xRTT and EVDO Rev A as required.
- EVDO must be compliant with Gobi integrated antennas.

- Offeror should be able to provide PCI-Express or USB wireless data cards.
- The ability to provide mobile IP to ensure complete uninterrupted coverage is required.
- Unlimited data volume is required on these devices.
- GPS/Mapping/Directional Services.

4. **COVERAGE AREAS**

- Provide a definition of local and extended calling areas.
- Complete County, regional and national coverage maps, indicating both voice and data services.
- Identification of any regional (Augusta County) areas with limited or no coverage.
- Identification of planned and in-progress improvements to coverage.
- Statement of Guarantee of Coverage must be provided.
- Offeror should document their service coverage area that is considered “local” calling.
- Offeror should identify areas that are considered roaming/long distance and the additional fees.

5. **SERVICE SUPPORT**

- A statement guaranteeing a high availability, at a minimum 99.9% of wireless services.
- List of voice and data network outages in the past twelve months.
- A detailed customer support plan, including direct points of contact and a 7 by 24 escalation list for service problems.
- The location of the corporate office and the local office that will be serving this account.
- A local customer service representative to handle new orders, equipment replacements, upgrades, training, and other on-site needs. In addition, identify your guaranteed response time.
- Equipment warranty exchange and repair procedures.
- A description of methods used to prevent fraudulent use and theft of services.
- Cost for adding additional phones.
- Cost for adding additional pool of minutes.
- Define policy for phone upgrades and replacements on a pre-determined schedule, include pricing for phone upgrades and accessories as part of this schedule.

6. **DISASTER RECOVERY/PREPAREDNESS**

- It is required that the Offeror provide details of disaster preparedness and recovery plans, including but not limited to, the following:
 - a. A description of current emergency response and recovery plans now in place. This plan shall identify how critical components of the infrastructure are protected from pro-longed power outages and how back-up equipment is available on stand-by to restore services.
 - b. Offerors shall demonstrate that their infrastructure is redundant and able to provide undisrupted services in catastrophic occurrences and natural disasters.

- c. Offerors must be willing to participate with the County in disaster planning.
- d. An offer of Pre-positioned emergency cellular telephones, transmitters and other equipment required during emergency operations at no additional costs (one required for ECC).
- e. An emergency notification list to contact in preparation for and during disasters.

7. **BILLING**

- The designation of a primary billing representative to handle all inquiries.
- Define the company policy on late fees.
- Define the company's billing terms.
- Billing should be provided monthly.
- The Offeror shall provide an itemized, customized bill for the County that includes the name of user, telephone number of unit, list of calls placed from unit that includes date, time, duration of calls, and rates applied. This centralized billing will include separate account for County departments. Please provide a sample bill.
- Provide a detailed cost breakdown which presents ALL costs which the County may incur.

8. **NEW TECHNOLOGY/UPGRADE PLANS**

- The County expects the offeror to make available new technology and innovative services in wireless communications that lead industry standards.
- The County will evaluate and introduce such new innovations and technologies at contract amendments. Offerors shall describe current and potential plans for future innovation. Include pricing or discounts offered for future equipment upgrades as they become necessary and available.

12 month Minutes Usage under the County's current contract.

| Month | Total Shared Group Minutes | Local Airtime Used |
|-----------------------|---------------------------------------|-------------------------------|
| APRIL 2009 | 50958 | 75889 |
| MARCH 2009 | 40130 | 76706 |
| FEBRUARY 2009 | 52725 | 84213 |
| JANUARY 2009 | 43351 | 63190 |
| DECEMBER 2008 | 47849 | 69495 |
| NOVEMBER 2008 | 53735 | 77218 |
| OCTOBER 2008 | 52821 | 78986 |
| SEPTEMBER 2008 | 52667 | 77428 |
| AUGUST 2008 | 52893 | 78001 |
| JULY 2008 | 47314 | 67556 |
| JUNE 2008 | 55126 | 78336 |
| MAY 2008 | 53133 | 77447 |

3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

3.1 RFP SUBMITTAL: Proposals must be submitted no later than 2:00 p.m., July 9, 2009 to:

Jennifer Whetzel, Finance Director
Central Accounting Office
18 Government Center Lane
Verona, Va. 24482

Proposals must be in a sealed envelope and clearly marked:

**Request for Proposal #12150-09-02
Wireless Communication Services**

Proposals received after the closing date and time will not be accepted. Electronic proposals will not be accepted.

3.2 RFP RESPONSE: In order to be considered for selection, Offerors must submit a complete response to this RFP. **Five (5)** copies of each proposal must be submitted. The RFP Number should be clearly marked on the cover of the envelope.

3.3 PROPOSAL PREPARATION: The County intends that responses to this Request for Proposals be concise, informative, and inexpensive for the Offeror to prepare. Responses must, in any event, contain the following information:

- A. Introduction:** In this introduction section the Offeror is expected to introduce the firm to the County of Augusta. This section should contain a brief history of the firm, its geographic locations, locations of any satellite offices, a broad statement of qualifications and any other information deemed desirable by the Offeror.
- B. References:** Provide a minimum of 3 (three) references, particularly municipalities for whom you have previously provided similar services. Include names, phone numbers and contract dates.
- C. Services:** Provide a detailed "Scope of Services" as outlined in the **STATEMENT OF NEEDS** stated above. Offerors must address each item in this RFP in the order in which it appears. Offerors shall respond to each item individually with "agreed" or "will comply". The terms "noted", "considered" or "understood" will not be acceptable. Offeror is encouraged to include additional information not specifically requested which may enhance the Offeror's proposal.
- D. Cost:** Provide a detailed breakdown of costs to include a list of costs for all Replacement/Additional Equipment and Accessories.
- E. Coverage Area:** Include maps local coverage areas for Virginia and a list of Cities or Counties that your company does not have coverage in.

4. EVALUATION AND AWARD: Following the receipt of these proposals, a committee of County Employees and/or Board Members will review the proposals received and rate the proposals based on the qualifications and

directly applicable experience of the firm and individuals making up the project team. The following will also be closely evaluated:

1. Credentials and experience of Offeror to include financial reliability and organization stability. (Point Value 0-20)
2. Quality of prior work via references or past experience with the County of Augusta. (Point Value 0-20)
3. Appropriateness of services/equipment offered to include technical approach and methodology, overall support and documentation. (Point Value 0-30)
4. Cost (Point Value 0-20)
5. Completeness/responsiveness of proposal (Point Value 0-10)

When all proposals received have been reviewed and rated, the County anticipates that interviews will be conducted with the two or three top ranked firms. Once these interviews have been conducted, the two or three firms will be ranked based on proposal content and the interview. The County will then attempt to negotiate a contract with the firm ranked number one (1). If a contract cannot be negotiated with the number one (1) ranked firm, negotiations will be concluded with that firm and negotiations initiated with the next lower ranked firm. This procedure will be followed until a contract is negotiated.

The County anticipates oral presentations to be held the week of July 13th-17th 2009.

In the event that a single firm is uniquely qualified, or clearly more highly qualified than other firms offering proposals for this service, the County may so state this fact, give a reasonable explanation for this decision and enter into negotiations with the uniquely qualified firm.

The County reserves the right to reject any and all proposals and to waive any informality or technical defects if, in its judgment, the best interests of the County will be served as specified in Section 2.2-4319 of the Code of Virginia.

The County will provide public notice announcing its decision to award by posting the Notice of Intent to Award on the Augusta County Bulletin Board, by mailing the notice to all offerors submitting a proposal, and through the County website, www.co.augusta.va.us.

5. *PRE-PROPOSAL CONFERENCE:* At this time, it is believed that a pre-proposal conference by the County is not required for Offerors to provide a statement of qualifications for review. Should any potential Offerors have questions, they may submit a Pre-Proposal Question Form (Attachment A) for clarification of this proposal. In the event specific information not contained in this request for proposals is provided to any Offeror the same specific information will be provided to any other Offerors who have indicated interest in the contract with the County.

6. *GENERAL TERMS AND CONDITIONS:*

6.1 PRECEDENCE OF TERMS: In the event there is a conflict between the general terms and conditions and any special terms and conditions which may be included in this solicitation for use in a particular procurement, the special terms and conditions shall apply.

6.2 CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should submit the questions using the Pre-Proposal Question Form (Attachment A) by submitting it to the person whose name appears on the face of the Request For Proposal, no later than five (5) days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the County.

6.3 PAYMENT TERMS: Payments will be made on a monthly basis.

6.4 QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offerors physical facilities prior to award to satisfy questions regarding the Offerors capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

6.5 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Offeror in whole or in part without the written consent of the County.

6.6 ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal.

6.7 ANTI-DISCRIMINATION: By submitting their proposals, all Offerors certify to the County of Augusta that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the Offeror agrees as follows:

A. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Notices, advertisements and solicitations placed by or on behalf of the Offeror will state that such contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Offeror will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.8 DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in

the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.9 PUBLIC INSPECTION OF PROCUREMENT RECORDS: Proposals submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342.

6.10 COSTS OF PROPOSAL PREPARATION: Any costs incurred by the Offerors in preparing or submitting proposals are the Offerors' responsibility. The County will not reimburse any Offeror for any costs incurred as a result of a response to this Request for Proposal.

7. SPECIAL CONDITIONS:

7.1 OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

7.2 CANCELLATION OF CONTRACT: The County reserves the rights to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor.

7.3 INSURANCE COVERAGE: Prior to the execution of the Contract, the Contractor shall furnish the County with a Statement of Insurance coverage from his agent indicating effective dates and limits of coverage for professional liability, workers compensation and automobile insurance.

7.4 OBLIGATION OF OFFEROR: By submitting a proposal, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

7.5 USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS: The Contractor is advised that the resultant contract will be extended, with the authorization of the Contractor and subject to receipt of necessary approvals to the City of Staunton, Virginia, and the City of Waynesboro, Virginia, to permit their ordering of services at the prices and terms of the resultant contract. If either of such localities decides to use the resultant contract, the Contractor must deal directly with such locality concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for such localities. Failure to extend a contract to either locality will have no effect on consideration of a bid. It is the Contractor's responsibility to notify the localities of the availability of the resultant contract.

Each locality has the option of executing a separate contract with the Contractor. Contracts entered into with another locality may contain general terms and conditions unique to such locality covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a locality are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to such locality.

The County shall not be held liable for any costs or damages incurred by another locality as a result of any award extended to such locality by the Contractor.

7.6 TERMS OF CONTRACT: The successful Offeror shall provide wireless communication equipment and services for a term of one (1) year. The right is reserved by the County of Augusta to renew this contract for three (3) additional one (1) year terms on the anniversary date. If agreement is reached to extend this contract for additional terms, the successful Offeror may not increase prices but may offer pricing decreases with the same terms and conditions upon mutual consent of the Offeror and the County of Augusta. The County of Augusta reserves the right to cancel this contract immediately for cause upon written notice. Notwithstanding these provisions, it is further agreed that this contract shall be construed to run from year to year, and in the event that the aforesaid notice has not been given by either party, this contract shall automatically renew itself at the first anniversary date and at each subsequent anniversary date through August 1, 2013, subject to the availability of funding.

7.7 CONTRACT QUANTITIES: The quantities specified in this Request for Proposal are estimated only, and are given for the information of the bidders. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the County.

NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT AUGUSTA COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

Augusta County, Virginia
Pre-Proposal Question Form

Attachment A

Project Title: **Wireless Communication Services**

ITB #: **12150-09-02**

The undersigned potential Offeror would like to request a written clarification, interpretation, or explanation to the following question or question(s):

Please note that all questions should be directed to the Officer designated on the Notice of Request for Proposal and should be received at least six (6) business days prior to the time set for the receipt of proposals to allow for sufficient time for an addendum to reach all Offerors. If there are two (2) weeks or less between the issuance of the Request for Proposal and the time set for receipt of proposals, then Offerors may continue to submit questions up until three (3) business days prior to the time set for receipt of proposals.

The County will endeavor to respond to all inquiries in the most timely manner possible. However, if in their discretion they determine the inquiry to be inappropriate for any reason, the County may refuse to respond. Multiple inquiries of substantially the same question may be answered in one addendum.

Firm Name and Address:

Telephone: () _____

Fax: () _____

Signature: _____

Date: _____

Title: _____