



**County of Prince Edward, Virginia
Request For Proposal (RFP) # 10-03**

**Business Telephone System
& Voice Processing System Upgrades**

June 28, 2010

I. NAME OF SOLICITING PUBLIC BODY

County of Prince Edward
P.O. Box 382
111 South Street, 3rd Floor
Farmville, VA 23901

II. PURPOSE

The County of Prince Edward, Virginia is soliciting bids from reputable manufacturers and distributors of Toshiba business telephone systems and voice mail equipment. The two primary purposes of this RFP are: (1) to provide minimal equipment upgrades to an existing Strata DK424 communications system to enable it to interface with sixty-nine (69) SIP trunks that will be installed and ready to be implemented by August 1, 2010; and (2) to provide a new voice mail system to replace the aging MacroVoice external voice mail server currently in use. The telephone system must be able to expand by at least forty-six (46) additional SIP trunks, as needed for future growth. The selected vendor will be the County's primary source for the following:

- Business telephone system hardware and software and voice mail equipment to be used in courthouse offices.
- Installation and configuration services for this equipment.
- Training of users and administrators.
- Maintenance of purchased and installed equipment and software.
- Upgrades to the installed systems, as needed.

Please note that the term "PBX" or "Key" system is used throughout this RFP for brevity purposes only, and not to specify or categorize the system as anything other than a business telephone system.

III. INSTRUCTIONS TO OFFERORS

- A. This procurement shall be conducted in accordance with the Va. Public Procurement Policy.
- B. Two (2) copies of proposals shall be submitted to:
W.W. Bartlett, County Administrator
County of Prince Edward
P.O. Box 382, 111 South Street, 3rd Floor

Farmville, VA 23901

- C. All questions related to this RFP should be directed to:
W.W. Bartlett, County Administrator
County of Prince Edward
P.O. Box 382
111 South Street, 3rd Floor
Farmville, VA 23901
Phone: (434) 392-8837
Fax: (434) 392-6683
E-mail: wbartlett@co.prince-edward.va.us

Questions may also be faxed to the Prince Edward County Administrator's Office. All responses to inquiries will be in writing and will be provided via e-mail to all prospective offerors who have registered with the Prince Edward County Administrator's Office. Questions from offerors must be received at Prince Edward County by 2:00 p.m. on July 22, 2010 in order to ensure that the answers can be received by the prospective offerors for their consideration prior to the date proposals are due.

- D. All Proposals must be in a sealed envelope/box and clearly marked: "Sealed Proposal, RFP #10-03, Telephone System" Proposals not so marked or sealed shall be returned to the offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). All expenses for making Proposals to Prince Edward County shall be borne by the offeror.

All Proposals shall be received by 2:00 p.m. on July 29, 2010. Any Proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Prince Edward County Administrator's Office at the above address and by the above stated time and date. **Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Farmville, VA. Next day delivery usually arrives in mid-to-late afternoon.** If you will be using one of these services for delivery of your proposal, please take this information into consideration.

Clearly identified proprietary information will not be disclosed during the selection process.

- E. Definitions:
1. Contractor: The successful offeror who enters into a contract with Prince Edward County.
 2. County: Wherever the word "County" appears, it shall be understood to mean the Prince Edward County Government.
 3. Owner: Wherever the word "owner" appears, it shall be understood to mean the Prince Edward County Government.
- F. Offerors are responsible for familiarizing themselves with the requirements, terms, and conditions of this procurement. A pre-proposal conference will not be conducted.
- G. Prince Edward County anticipates the following timetable for selection of a Contractor.

Date Activity/Event

- June 28, 2010 – Request For Proposals Issued
- July 22, 2010 – Deadline for Questions is 2:00 p.m.

- July 29, 2010 – Proposals Due, Prior to 2:00 p.m.
- August 10, 2010 – Anticipated action by Board of Supervisors
- August 11, 2010 – Anticipated Award of Contract

IV. RFP INSTRUCTIONS

- A. Responding to the RFP: Each question requires a written response. You may attach documentation to support your answers if you wish. If you require any clarification regarding the RFP or if you need to schedule a site survey, provide questions or inquiries in writing via email to W.W. Bartlett at *wbartlett@prince-edward.co.va.us*.

Quoted prices and discounts should be guaranteed for at least sixty (60) days from the response date. **Please keep in mind, the County will retain and reuse existing Toshiba telephones in an effort to minimize the cost of these upgrades.**

- B. Offeror Contact: Name one person to be the coordinator for your RFP response and for any questions, meeting scheduling, etc., and provide the following information:

Contact Name:
 Company:
 Title:
 Mailing Address:
 Telephone: Office and Cellular
 Facsimile:
 E-mail Address:

- C. Contract: The proposal should include a contract for all proposed equipment and services. If the vendor does not wish to submit an actual contract with the proposal, due to different alternatives proposed and pending choices from those alternatives, a sample contract should be submitted with the proposal.

- D. Selection Process: A number of factors will influence Prince Edward County, Virginia's decision in selecting the product and the vendor providing it. In addition to cost considerations, proposals will be evaluated on the basis of the following factors:

1. Functionality of standard equipment and features to meet our specific needs.
2. Availability of additional optional capabilities to add as needed.
3. System growth and expansion.
4. Ease of use.
5. Ease of System administration.
6. Product quality, reliability, and warranty plan.
7. A credible commitment by the vendor to the product and to ongoing enhancement of both feature capabilities and service.
8. Vendor qualification including:
 - a. Overall experience and reputation in the industry.
 - b. Experience with the proposed system.
 - c. Service and support resources, including training of vendor installation and maintenance personnel.
 - d. Verifiable quality of service provided by vendor to area customers.

V. VENDOR BACKGROUND

A. Company Information:

1. List your company's legal name, address, and telephone number. Include parent company information if applicable.
2. How long has your company been in business?
3. How long has your company or division been providing business telephone systems and related equipment?
4. Indicate whether your company is the manufacturer or the distributor of the proposed equipment. If your company is a distributor of the product, describe the terms of your agreement with the manufacturer, the manufacturer's level of support, and what contingencies they have in place should your company fail to continue to support the product for any reason.
5. If your company is a distributor of the product, how long has your company been distributing the specific products being proposed?
6. How many employees do you have?
7. How many technicians are certified on the proposed equipment?
8. When were the models of systems you are proposing first installed at customer sites?
 - Business telephone system?
 - Voice processing system?

- B. References:** Provide a minimum of three references for customers with operations similar to ours, preferably local governments, that use the equipment being proposed. Include contact names, telephone numbers, and addresses.

VI. TELEPHONE SYSTEM REQUIREMENTS

A. General Requirements:

1. Please provide product descriptions and brochures for the proposed business telephone system, voice mail system, and any other related equipment.
2. Describe any special environmental considerations with regards to installation of hardware, such as power requirements, minimum and maximum acceptable temperature and humidity ranges, power consumption, heat dissipation, wall mounting or floor space requirements, etc.
3. The proposed system must be UL approved and listed. Please state the UL listing number of the proposed system.

- B. Telephones and Consoles:** It is the desire of the County to retain and reuse as much of the existing telephone equipment as possible. If other station options are recommended, list the different type of IP, digital, and analog telephones available with the proposed system. Include DSS consoles, data interface units, and other accessories that can be used in conjunction with these telephones. Also describe attendant consoles available for answer position use with the proposed system.

- C. Telephone System Features:** Provide a detailed list of available features of the proposed telephone system.

VII. VOICE MAIL SYSTEM REQUIREMENTS

A. General Requirements:

1. System Environmental Requirements: Indicate the environmental requirements of the proposed platform (operating temperatures, relative humidity, power considerations, grounding requirements, etc.)
2. System Registration: The proposed system must be both UL approved and FCC registered.

B. System Requirements:

1. System Integration: The proposed voice processing system must provide extensive integration with the proposed telephone system, and both must be from the same manufacturer.
2. System Expansion: The proposed voice processing system must be expandable for future growth. Describe the expansion path of the system. Describe how expansion is packaged (i.e. by ports, mailboxes, disk storage, growth from smaller models to larger models, etc.).
3. System Capacities: The proposed system must be able to accommodate the minimum capacities shown below. Please indicate maximum capacities of the proposed system:

Capacity Criteria	Minimum Capacity	Maximum Capacity
Number of voice mail ports	12	
Number of mailboxes	500	
Length of message	Unlimited	
Amount of message storage	40 hours	

C. System Administration:

1. Security Features: Describe the security features of the voice processing system.
 - Minimum/maximum password length? Who controls the length?
 - Can they be viewed by the system administrator?
 - Can passwords be reset? By who?
 - Can they be locked after a certain number of invalid attempts?
2. Internal Maintenance: Describe the system's internal maintenance operations.
 - How are message indicators activated/deactivated?
3. System Volume Control
 - What measures can be taken to adjust the gain affecting the audio input and output?
4. System Alarms & Notifications: Describe what sort of notifications can be generated for the system administrator.

D. Voice Mail System Features: Provide a detailed list of features available with the proposed voice mail system.

V. PRICING

- A. Equipment & Installation:
Provide a full equipment and software listing with component pricing. If applicable, attach a copy of an Auto-Quote. Break out pre-cutover and post-cutover pricing. Break out installation costs as required.
- B. Call Accounting Software
Provide a Call Accounting software option or comparable reporting software to track call activity and allow cost allocation.
- C. Training
End user training will be required. Final pricing should include pre- and post-cutover training costs.

VI. INSTALLATION, SERVICE, AND MAINTENANCE

- A. Explain in detail the installation and warranty coverage, and time period of the warranty.
- Standard warranty
 - Extended warranty options
- B. What are your standard maintenance hours?
- C. Break down service costs as follows:
- Per call basis (Service Call without Maintenance Agreement)
 - Per call basis (Moves, Add, or Changes without Maintenance Agreement)
 - Annual Maintenance Agreement (quote should be for the year immediately following expiration of warranty)
- D. After the initial warranty period, what does your company offer in regards to service/maintenance agreements? If optional annual service agreements are subject to price increases upon renewal, please state the basis for such increases.
- E. Is preventive maintenance included during the warranty period and while the system is under a maintenance agreement?
- How often is preventive maintenance performed?
 - What, specifically, is performed during each preventive maintenance session?
- F. Does your company offer a software maintenance plan which assures the user will have the most current version of system features installed?
- G. Service Calls – What are your response times for the following? Are these response times the same during and after the initial warranty period?
- Catastrophic system malfunction or failure (define Catastrophic malfunction)
 - Major system malfunction (define Major failure)
 - Minor system malfunction (define Minor failure)
- H. Is service available 24 hours a day, 7 days per week?
- I. What is your guaranteed response time for routine “Moves, Adds, and Changes” orders? Define exceptions, if any.

- J. Do you stock adequate spare parts to meet your service agreement commitments? Explain.
- K. Does your system allow the user to perform any “Moves, Adds and Changes”? If so, who is authorized to perform these functions?

VII. TERMS AND CONDITIONS

A. RFP Proposal and Clarification

Prince Edward County reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to Prince Edward County Administrator. Prince Edward County shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum signed by the County Administration is the only official method whereby interpretation, clarification, or additional information can be given. Prince Edward County will provide electronically or by mail to all official RFP holders any addenda, which are issued to this Request for Proposal. Official RFP holders are those who obtain an RFP through the Prince Edward County Administrator’s Office or the County website and are registered with the County Administrators Office for this RFP.

B. Proposal Withdrawal

Any Proposal may be withdrawn until the time set above for the opening of the Proposal. Any Proposals not so withdrawn shall constitute an irrevocable offer for a period of 60 days to provide to Prince Edward County the equipment and services set forth in this RFP.

C. Contract Award

Prince Edward County reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or additional information. Prince Edward County reserves the right to award the contract to the most responsible and responsive offeror, resulting in a negotiated agreement, which is most advantageous to and in the best interest of Prince Edward County. Prince Edward County shall be the sole judge of the Proposal and the resulting negotiated agreement that is in the public interest, and Prince Edward County’s decision shall be final.

D. Contract Forms

The contract entered into by Prince Edward County and the Contractor shall consist of this Request For Proposal, any addendum issued, the proposal submitted by the Contractor, a Standard Form of Agreement provided by the Contractor, and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents.

E. Period of Contract Performance and Contract Completion Date

The project shall be completed in two months from date of award of contract. The final completion date shall be as negotiated with the County and the consultant.

F. Liquidated Damages

Should the contractor fail to deliver the services and equipment contained in the contract in all respects in the time specified in the Contract Documents, the contractor shall reimburse Prince Edward County for the additional expense and damage for each calendar day, Sundays

and legal holidays excluded, that the contract remains uncompleted after the Contract Completion Date. The amount of such additional expense and damage incurred by reason of failure to complete the contract is the per diem rate of \$ 50.00. Such liquidated damages are in addition to any other ascertainable damages allowable by law, which Prince Edward County sustains for the contractor's breach of the contract. Prince Edward County shall have the right to deduct liquidated damages or other such damages from any amount due, or that may become due the contractor, or the amount of such damages shall be due and collectable from the contractor or his surety.

G. Tax Exemption

The County of Prince Edward as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax.

H. Termination for Convenience

Prince Edward County shall have the right to terminate at Prince Edward County's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced, and data collected shall become the property of Prince Edward County.

I. Assignment of Interest

The Contractor shall not assign any interest in the resulting Contract and shall not transfer any interest in the same without prior written consent of Prince Edward County, of which Prince Edward County shall be under no obligation to grant.

J. Release of Data

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of Prince Edward County, which approval Prince Edward County shall be under no obligation to grant.

K. Gender Reference

Words of any gender used in any Contract resulting from this RFP shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

L. Binding Effect

The terms, provisions, covenants and conditions contained in any resulting Contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

M. Governing Law

The laws of Virginia shall govern any Contract resulting from this RFP.

N. Non-Discrimination

During the performance of any Contract resulting from this RFP, the Contractor agrees:

1. Not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor shall post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. That in all solicitations or advertisements for employees placed by or on behalf of the Contractor to state that the Contractor is an equal opportunity employer.
3. That 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 VIII, Subsection R.

The Contractor shall include the provisions of the foregoing paragraphs 1, 2, and 3 in every purchase order for vendor(s) associated with Prince Edward County.

O. 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 violations 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.

For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

P. Insurance

During the performance of any Contract resulting from this RFP, the Contractor shall have and keep current insurance whichever is greater in scope or amount as follows:

1. Worker's Compensation Insurance in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:
 - i. Bodily Injury by accident \$100,000 for each accident;
 - ii. Bodily Injury by disease, \$500,000 policy limit;
 - iii. Bodily Injury by disease, \$100,000 for each employee.
2. Public Liability insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.
3. Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned apparatus.

Q. Ethics in Public Contracting

Contractor hereby certifies that it has familiarized itself with the Virginia Public Procurement Act of the *Code of Virginia*, as amended, and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

R. Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by Prince Edward County, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this RFP, nor of any power herein reserved to Prince Edward County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of Prince Edward County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

S. Release and Ownership of Information

Prince Edward County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in Prince Edward County's possession which Prince Edward County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this Contract. Prince Edward County reserves its rights of ownership to all material given to the Contractor by Prince Edward County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this RFP.

T. Indemnity

The Contractor shall indemnify and hold harmless Prince Edward County against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law.

U. Hold Harmless

The Contractor, in any Contract resulting from this RFP, shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting Contract and shall save Prince Edward County, its officers, agents, and employees harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

V. Subcontractors and Assignments

The Contractor shall not sublet or assign this Contract or any portion thereof without the prior written consent of Prince Edward County. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by Prince Edward County to permit Prince Edward County to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to Prince Edward

County for approval. The subcontract shall incorporate by reference all provisions and conditions of the Contract resulting from this RFP.

Prince Edward County's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to Prince Edward County for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and Prince Edward County.

W. Examination of Records

The Contractor agrees that Prince Edward County or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.

X. Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

Y. Utilization of Information

As may be allowed by law, any information, ideas, or concepts that the County receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of Prince Edward County. Prince Edward County may use this information for any purpose without compensation to the offeror from whom the information was received.

W.W. Bartlett, County Administrator

Date