



COUNTY OF PRINCE EDWARD

REQUEST FOR PROPOSALS

FOR

Local and Long Distance Telephone and Internet Services

May 15, 2009

County of Prince Edward
111 South Street, 3rd Floor
P.O. Box 382
Farmville, Virginia 23901
434-392-8837

I. INTRODUCTION

A. General Information

The County of Prince Edward, Virginia is requesting sealed proposals from qualified providers for an annual contract to provide telephone services, both local and long distance, and Internet and data services. The following specifications are submitted for your proposal consideration.

It is the intent of Prince Edward County to award a multi-year contact with the option to renew.

To be considered, one (1) original and five (5) copies of a proposal must be received by the Prince Edward County Administrator's Office, P.O. Box 382, 111 South Street, 3rd Floor, Farmville, Virginia 23901 and no later than 2:00 P.M., June 19, 2009. The County of Prince Edward reserves the right to reject any or all proposals submitted.

Prince Edward County shall provide the mechanism for the evaluation of all information received and reserves the right to waive informalities and irregularities and to accept or reject any or all proposals. Prince Edward County reserves the right to make a lot award or to award to more than one Offeror or to obtain service from other available programs as in the best interest of Prince Edward County. Prince Edward County is seeking vendors that can provide an integrated communications solution for telephone service, Internet access, and other data services that are compatible with its current telephone system and computer network.

As this is a request for proposals, all responses shall be opened in private with no information regarding the identity of the contents being released until after the negotiation process. Once an award has been made, all proposals will become public information.

Proposals will be evaluated once received. Informal interviews may be conducted with those firms deemed to be most fully qualified and suitable for the work. Following the informal interview process, negotiations will then begin and those offerors so selected. Should Prince Edward County determine that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

Prince Edward County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations as defined under the *Virginia Public Procurement Act* on the basis of such organization's religious or charitable character. Reasonable accommodations will be provided to person with disabilities, if requested.

The procurement of goods and/or services provided for in this Request for Proposal is being conducted pursuant to the *Virginia Public Procurement Act*, Code of Virginia 2.2-4304, 1950, as amended.

Where applicable, the meaning of a word or phrase used herein shall be the meaning given in the *Virginia Public Procurement Act*. Specifically, this procurement of professional services will follow the procedures in Sec. 2.2 of the *Code of Virginia*.

There is no expressed or implied obligation for the County of Prince Edward to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

All references to “County,” or “Prince Edward County” means “County of Prince Edward, Virginia”

During the evaluation process, the County of Prince Edward reserves the right, where it may serve the County of Prince Edward’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the County of Prince Edward, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The County of Prince Edward reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the contract between the County of Prince Edward and the firm selected.

It is anticipated the selection of the firm will be completed by August 31, 2009. Following the notification of the selected firm, it is expected a contract will be executed between both parties by September 30, 2009.

It is the intent of Prince Edward County to award an annual contract based on price, as well as the overall telephone services solution.

II. PROPOSAL REQUIREMENTS

- A. The Proposal shall provide all information necessary for the County of Prince Edward to evaluate the suitability of the proposing firm to provide the financial advisory services described herein. The proposal shall demonstrate the experience, resources, and capabilities of the proposer to perform these services. Each Proposer submitting a proposal shall include a statement that they are willing and able to provide all the financial advisory services as required by the County. The proposal evaluation criteria are set forth in greater detail in Section VII below

- B. The proposal shall contain a **CONCISE** summary of the subject items described in the proposal evaluation criteria and should include the following sections: Cost; Understanding of Scope of Work and Overall Telephone and Internet/Data Services Solution; Ability to Comply with the Technical Specifications; Capability to Provide Mandatory and Requested Features and Services; References.

- C. The proposal shall include a description of the firm's organization and resources available to assist the County.
- D. The proposal shall include a description of key personnel to be assigned to the project, their past experience, current certifications and availability. Proposers should submit with the proposal a resume of each of the Proposer's key personnel to be assigned to the County of Prince Edward.
- E. Proposal shall be limited to twenty typewritten pages excluding illustrative material typically found in a separate Exhibit or Appendix.
- F. Proposer shall provide the following information and documentation with their proposal documents:
 - 1. Name of company (or business entity) submitting proposal.
 - 2. Type of business entity (e.g., corporation or partnership – submit certificates of good standing; articles, by-laws, etc).
 - 3. Place(s) of incorporation.
 - 4. Name, location, and telephone number of the offeror's representative to contact regarding all matters.
 - 5. Name(s), address(es), and function(s) to be performed by any and all Subcontractors, vendors, partners, or consultants to be involved in performance of the Contract work.
 - 6. Federal Tax Identification Number.
- G. The Proposer must provide a list of three (3) references for similar services, preferably with local governments, submitted to Prince Edward County in writing. The references must include names, addresses, and telephone numbers of contact person as well as a brief description of services provided.

SUBMITTAL AND RECEIPT OF PROPOSALS: Each proposal must be received in the Prince Edward County Administrator's Office, located at 111 South Street, 3rd Floor Post Office Box 382, Farmville, Virginia 23901, no later than 2:00 P.M. on June 19, 2009.

Each proposal mailed, delivered or sent by a parcel service must be addressed to:

**County of Prince Edward
Attn: W.W. Bartlett, County Administrator
111 South Street, 3rd Floor
Post Office Box 382**

Farmville, Virginia 23901
TEL: 434-392-8837

Proposal not received in the Prince Edward County Administrator's Office by the date and time requested, for any reason whatsoever, will be rejected as untimely.

Each proposal will be time stamped upon its receipt and will be retained unopened in a secure location until the time and date set for the receipt of the proposals. Each Offeror is responsible for assuring that its proposal is stamped by the County Administrator's Office personnel by the deadline indicated.

In determining whether a mailed proposal is timely, no consideration will be given to the date of the postmark. Each late proposal shall be returned unopened to the Offeror.

COMMENTS: It is Prince Edward County's intent that this RFP promote competition. Each Offeror is responsible for advising the County if any language, requirements, specifications, or other elements of this RFP inadvertently restrict or limit the requirements stated in this RFP to a single source. The notification must be received by the Prince Edward County Administrator's Office not later than seven days prior to the date set for the receipt of the proposals. A review of such notifications will be made.

Prince Edward County solicits comments from all Offerors concerning this RFP.

COMMUNICATIONS: Any communications pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications with the Prince Edward County Administrator's Office referred to in this RFP, must be made to:

W.W. Bartlett, County Administrator
 County of Prince Edward
 111 South Street, 3rd Floor
 Farmville, Virginia 23901
 (434) 392-8837
wbartlett@co.prince-edward.va.us

III. GENERAL SPECIFICATIONS AND INFORMATION

History:

1. Prince Edward County operates a Courthouse Building located at 111 South Street, Farmville, VA.
2. The Courthouse Building houses Constitutional Officers, including the Commonwealth's Attorney, Sheriff, Clerk of the Circuit Court, Treasurer, and Commissioner of Revenue, Combined Court Clerk's Office, District Court and Circuit Court Judges, County Administration, as well as other county, state and regional agencies.

3. Presently, each agency provides its own telephone and internet/data services. It is the intent of Prince Edward County to consolidate these various providers into a single source to reduce monthly costs and to simplify technical support.
4. Prince Edward County currently operates a Toshiba PBX system that routes telephone calls to each department and provides voice mail services for all departments. No other voice mail solutions are needed at this time.

Local Telephone Service:

1. Minimum of three (3) two-way (unlimited use) PRI lines (or equivalent) with potential to expand to 5 or more. All PRI's must include Caller ID and features including 900 block, deny *69, etc. Prince Edward County wishes to reserve the right to purchase additional DID numbers for PRI's. Also include price of Caller-ID Deluxe as an option.
2. A to be determined number of Centrex (analog) lines or equivalent. The winning vendor will be required to identify the existing analog lines and ensure compatibility with the existing local Centrex service. These lines serve as data/fax lines and require features including, but not limited to:
 - a. Alarms
 - b. Dial-up data
 - c. AS 400
 - d. VICINs
3. Prince Edward County requires that the winning vendor must provide full number portability to ensure that all current listed and non-listed phone numbers are protected if so desired.
4. All proposals shall list all phone books (directories) that Prince Edward County numbers will appear. All current listings shall be examined by Prince Edward County and authorized for printing, with corrections, additions, or removals possible.
5. Winning vendor shall provide and install all equipment needed to connect telephone service to Prince Edward County equipment. This includes all installation, services and equipment for Network Interface Device (NID)
6. Prince Edward County requests the ability to mark each DID for 911 purposes.
7. Winning Vendor shall provide a single point of contact for all service issues. Vendor must have an Operations Center with the ability to correct any service issue on a 24x7 schedule.
8. Prince Edward County prefers the winning vendor to have a support team for service, support, billing issues, etc.

Long Distance Service

1. Service Provider shall provide capability for long distance service for all proposed lines, Centrex, analog, and PRI. Current supplier is AT&T and Embarq. Please specify conversion charges per line and a per minute long distance rate. Prince Edward County reserves the right to make a lot award or to award to more than one Offeror or to order from State Contract or other Government sources available as in the best interest of Prince Edward County. Prince Edward County reserves the right to award long distance, local service, and internet/data services separately.
2. Prince Edward County retains the right to purchase additional telephone services and add or remove locations as needed. As technology improves, Prince Edward County also reserves the right to add or remove features or products as needed.
3. All installation charges, if any, shall be included in the proposal.
4. Prince Edward County retains the right to award to one or more than one bidder or to cancel and order from other available sources offering lower prices such as Virginia State Contract or other Government contract as is in the best interest of Prince Edward County.

Internet Access Service:

1. Service must include the hosting for DNS records. The vendor must state where records will be hosted and how Prince Edward County will have access to records to make any necessary changes.
2. Vendor must provide a single point of contact for network trouble reporting that is available twenty-four (24) hours a day, seven (7) days a week.
3. Vendor shall provide the following information: what entity provides the uplink service and what is its capacity; what is the vendors backbone uplink speed; reliability statistics for the vendor's services and what are the vendor's failure recovery procedures; what, if any, equipment must be provided by Prince Edward County; what transport medium will be used, fiber or copper (fiber is preferred).
4. Provide on the Internet/Data Services "Bid Pricing Form" a cost for the following:
 - a. 5MB for a 1,3, and 5 year to include installation
 - b. 10MB for a 1, 3, and 5 year to include installation
 - c. Pricing for bandwidth as determined by the vendor based upon the current needs of Prince Edward County for 1, 3, and 5 year to include installation.
 - d. All of the above listed communications speeds must be synchronous.
5. Vendor shall provide bandwidth utilization reports upon request.
6. Vendor must be able to provide a monthly billing for the service and enter into an annually renewable contract with Prince Edward County, which shall include a provision for unilateral termination of the contract for Prince Edward County in the event the vendor is unable to provide stable Internet access/data services to the satisfaction of Prince Edward County.

TECHNICAL SPECIFICATIONS:

ITEM	COMMENT	YES	NO
Single point of contact for services issues			
Single point of contact for billing			
Ability to provide customized billing for Prince Edward County			
Network Operations Center providing 24x7 service			
Local sales, service, and support team			

*The above chart will become part of the basis of award. Please provide Prince Edward County with average response time for service calls and the maximum response time for service calls

IV. TIME REQUIREMENTS**A. Proposal Calendar**

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposal issued	May 15, 2009
Proposals Due, Before	June 19, 2009 at 2:00 P.M.
Selected Firm notified/interviewed	July, 2009
Anticipated Contract Date	September, 2009

V. GENERAL TERMS CONDITIONS AND INSTRUCTIONS

READ CAREFULLY – Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Any contact awarded from this solicitation may be used by Prince Edward County School Board and any other public entity for which Prince Edward County acts as a fiscal or purchasing agent.

SUBMISSION AND RECEIPT OF BIDS:

1. To be considered all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Administrative offices of Prince Edward County no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. No faxed proposals will be accepted.
2. Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by Prince Edward County. Failure to do so will be grounds for rejection of the proposal.
3. Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposed document. All quotations must either be typewritten or printed in ink.
4. The original proposal response must not be permanently bound as to allow for document scanning for internal record keeping and one (1) electronic copy on CD/DVD is preferred.
5. Each Offeror shall submit one (1) original and five (5) copies of its proposal

ACCEPTANCE OR REJECTION OF PROPOSALS

Prince Edward County reserves the right to accept or reject any or all offers. Prince Edward County also reserves the right to award the contract for any such materials, goods or services that Prince Edward County deems will serve its best interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Prince Edward County reserves the right to make a site visit to the facilities of the Offeror prior to proposal award.

PROPOSAL GUARANTY

The Offeror must guarantee no to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted they will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Prince Edward County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Prince Edward County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Prince Edward County from obtaining the lowest possible competitive price. The awards will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Prince Edward County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror. All materials submitted in response to the RFP become the property of Prince Edward County upon delivery to Prince Edward County and are subject to public inspection following the award in accordance with the Freedom of Information Act.

COMPLIANCE WITH LAWS

The Offeror is responsible for compliance with all Local, State and/or Federal Laws and regulations. Prince Edward County shall be held harmless from all liability.

The signature of the authorized agent of Offeror on this solicitation certifies compliance by the Offeror, its agents and officers, with federal, state, and local laws and regulations applicable to the performance of the services described herein.

GOVERNING LAW AND VENUE

This Request for Proposals, and any contract executed pursuant thereto, shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of laws principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the County of Prince Edward, or, in the event that jurisdiction is authorized, to the United States District Court for the Eastern District of Virginia, sitting at Richmond, Virginia.

TAX EXEMPTION

The Prince Edward County is exempt from any taxes imposed by State and/or Federal Government. Upon notification, Prince Edward County will furnish a certificate of tax exemption.

ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, the Offeror certifies that their proposals are made without collusion or fraud and that they have neither offered nor received any kickbacks or inducements from any other offereor, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

ANTI-DISCRIMINATION

By submitting a proposal, all Offerors certify to Prince Edward County they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, the *Virginia Fair Employment Act of 1975*, as amended, where applicable, and Section 2.2-4311 of the *Code of Virginia*, 1950, as amended, also known as the *Virginia Public Procurement Act*, which provides:

In every contract of more than \$10,000.00 the following provisions shall apply:

- a) During the performance of this contract the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

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 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 \$10,000.00, so that the provisions shall be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal. Said contract shall incorporate all of the terms, conditions and requirements of this Request for Proposal.

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offeror and Prince Edward County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

ASSIGNMENT OF CONTRACT

Any contract resulting from this proposal shall not be assignable in whole or in part without the written consent of Prince Edward County.

CANCELLATION OF CONTRACT

Prince Edward County reserves the right to cancel and terminate a contract resulting from this proposal, with a thirty (30) day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first (31) day after notification.

Data for cancellation of the contract will be gathered by Prince Edward County. The opinion of Prince Edward County as to lack of performance shall be final and without appeal.

INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall immediately indemnify and hold harmless Prince Edward County and their agents and employees from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible personal property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Prince Edward County cannot legally agree to any clause indemnifying the contractor for any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such contract in the resulting contract.

DEFAULT

In case of failure to provide goods/services as specified herein, Prince Edward County, after due written notice, may procure goods or services from other services and hold the contractor responsible for any and all excess cost occasioned thereby.

ANTITRUST

By entering into a contract, the Offeror conveys, sells, assigns, and transfers to Prince Edward County all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Prince Edward County under said contract.

DEBARMENT STATUS

By submitting their proposal, all vendors certify that they are not currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia, nor or they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia.

PERFORMANCE BOND

At the time of or prior to the execution of the contract, Prince Edward County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to Prince Edward County, in the amount of the contract price.

QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

DELIVERY POINT

Unless otherwise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the proposal price. F.O.B. destination is interpreted to mean unloading and placing in the building or are as directed by Prince Edward County.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, Prince Edward County reserves the right to refuse and return material, at seller's expense.

WARRANTY/RETURNS

The Offeror shall clearly specify its warranty of product and handling of returns, including turnaround time on faulty equipment. Information on warranties provided and other technical data are to be included in the proposal.

DELIVERY

Time is of the essence for delivery of any items, products or services procured as a result of this contract. If delivery is not made at the time specified in the Request for Proposal or any contract resulting from said Request and subsequent negotiations, Prince Edward County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future contracts with Prince Edward County.

COPYRIGHT OR PATENT RIGHTS

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that Prince Edward County shall be indemnified and held harmless from any and all liability or expense occasioned by such violations.

CERTIFICATION AND ABILITY

Prince Edward County reserves the right to request from the Offeror a separate manufacturer's certification of all statements made in the proposal. The County may request any or all suppliers to furnish proof of experience, ability and financial standing.

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for Prince Edward County pursuant to this Request for Proposal shall belong exclusively to Prince Edward 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 protections of Section 2.2-4342(F) of the Code of Virginia, 1950, as amended, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why the protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

EVALUATION PROCEDURES

The County of Prince Edward will independently read, review and evaluate each proposal and a recommendation will be made on the basis of the criteria listed below.

1. Qualifications, experience and technical capabilities of the firm relative to Virginia communication services.
2. Availability of associates to meet with County staff on an ongoing basis and communicate with appropriate County officials who are responsible for data and telecommunications services for the County.
 - a) Current workload and ability to complete the required work within respectable time constraints.
3. Quality/responsiveness of written proposal and/or oral presentation, if requested.
4. Performance record and demonstrated ability to work with a municipal organization to provide the requested telecommunications services.

5. Key personnel:
 - a) Experience, qualifications, and technical competence of personnel proposed to be assigned to the County's project team.
 - b) Proposer's commitment to provide identified personnel for the duration of the contract.
 - c) Recent and successful experience of the project team on similar projects.
6. Qualifications, experience and technical capabilities of the firm relative to Virginia local government telecommunications services.
7. Comprehension and soundness of assessing the proposal and role of the financial advisor to meet the financial objectives of the County.

Once each proposal has been read and rated, based on the criteria listed above, a preliminary evaluation rating will be developed which indicates the ranking of the highest rated proposals in a descending order. At this point, the County will conduct interviews with the two top ranked firms. During the interview process, non-binding price proposals and costing data can be discussed. Once these interviews and discussions are completed, including the non-binding estimates of cost, the County will finalize the rankings, including consideration of costs of services.

Final negotiations for a binding estimate of cost will begin with the top ranked firm. If a contract acceptable to the County cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top ranked firm and negotiations will then proceed with the next highest ranked firm until an agreement is reached. The County Administrator will conduct all subsequent negotiations and will make a recommendation to the Board of Supervisors.

VI. EVALUATION CRITERIA

1. Local and Long Distance Telephone Service
 - a. Cost
 - b. Understanding of Scope of Work and Overall Telephone Services Solution
 - c. Ability to comply with Technical Specifications
 - d. Capability to provide mandatory and requested features and services.
 - e. References
2. Internet Access/Data Services
 - a. Cost
 - b. Vendor's uplink speed and provider
 - c. Ease of access and service to County's DNS records
 - d. Reliability
 - e. References
 - f. Vendor's experience with similar size projects
 - g. Ability to provide the service in a cost effective and efficient manner within the necessary time frame and budget constraints

- h. The quality of performance of previous contracts of a similar nature and complexity.
- i. The sufficiency of vendor's financial resources and the ability of vendor to perform the contract and provide the service.

PRICE: Pricing shall be an important factor in evaluating proposals; however, Prince Edward County reserves the right to purchase other than low bid.

VII. CONTRACT REQUIREMENTS

CONTRACT REQUIREMENTS - GENERAL: The contract documents shall consist of the contract agreement, the proposal submitted by the successful Offeror, this RFP, including the terms, conditions and required contract provisions but subject to the next paragraph, all attachments and modifications or corrections to the RFP, Insurance Certificates and the Certificate of No Collusion.

The County reserves the right to amend or waive any of the required contract provisions and the right to use the contractor's standard contract form, either with or without modifications thereof.

REQUIRED CONTRACT PROVISIONS: The contractor shall indemnify and hold harmless the County of Prince Edward, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the contractor, its subcontractors and their agents and employees.

The contractor's relationship with the County shall at all time be that of an independent contractor. The contract documents shall not be construed to designate the contractor, or any of its officers or employees, as employees or agents of the County.

Subject to the provisions below, the contract may be terminated by the County upon ninety days advance written notice to the contractor. The contractor will be paid for the reasonable value of work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the County until the work or services are completed and accepted.

In the event the contract is terminated or canceled upon request and for the convenience of the County of Prince Edward, without the required ninety days advance written notice, the County shall negotiate reasonable termination costs, if applicable.

Termination by Prince Edward County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. The ninety days advance notice requirement is waived in the event of termination for cause, default or negligence on the part of the contractor and the County shall not pay any termination cost in such cases.

During the term of the contract, the contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of the contract. The contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the contractor desires to undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Contractor's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have denied its consent if no action is taken by the County within said ten-day period.

The contractor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by the contractor on the work to be performed under the contract or in any way connected therewith. The contractor shall comply with all administrative regulations and rulings there under with respect to any of the matters. The contractor shall reimburse the County for any of the contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

The contractor shall not assign or transfer its interest in the contract or any of its respective rights hereunder without the prior written permission of Prince Edward County. The contractor acknowledges that *Code of Virginia*, sections 2.2-4367 through 2.2-4377, which are part of the *Virginia Public Procurement Act*, relating to Ethics in Public Contracting, are applicable to the contract.

The Agreement will be subject to annual funding by the Board of Supervisors of the County of Prince Edward, Virginia for services and work specified hereunder. In the event the Board of Supervisors fails to appropriate the funds necessary to perform the services and work specified in the Agreement and other contract documents, this Agreement shall be deemed canceled, with no penalty to the County, and of no effect, provided notice of such cancellation is given to the contractor within Ninety (90) days of the Board of Supervisors' Final approval of the annual County Budget. When funds are not appropriated or otherwise made available to support continuation of performance of the service or work that is subject of this Agreement in a subsequent fiscal year, the Agreement shall be canceled in accordance with this provision and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the or services delivered under the Agreement.

In accordance with the *Code of Virginia*, this contract for multiple task orders is limited as follows: The term for the Annual Services Contract shall be for an initial one (1) year term from the date of execution. Upon mutual consent, the Owner shall have the option for two additional one year periods contingent upon need and availability of funds for this purpose.

Pursuant to Section 2.2-3404 of the *Code of Virginia*, it is the intent of this Request for Proposals to foster efficiency and reduce administrative expenses and thus allow for

cooperative procurement. Accordingly, any public body in the Commonwealth of Virginia may access this purchase of services, if authorized by the Supplier.

VIII. AUTHORIZATION

This request for proposals was authorized by the Prince Edward County Board of Supervisors on November 12, 2008. Responses to this request will be appreciated.

IX. **INSURANCE REQUIREMENTS:** Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits (figures denotes minimum)
<u>X</u>	1. Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 Limit Each Occurrence
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. County named as additional insured on Auto and General Liability Policies. (This coverage is primary to all other coverage the County may possess and must be shown on the certificate.)	
<u>X</u>	10. 30 day written cancellation notice required, 15 day cancellation notice required for non-payment to Prince Edward County– Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five business days from notification of award.	
<u>X</u>	13. The Certificate Holder should be listed as: Prince Edward County, c/o Purchasing Department, 101 S. West Street, Suite 300, Prince Edward, VA 22701.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

RETURN THIS PAGE with Proposal

X. CERTIFICATE OF NO COLLUSION

County of Prince Edward, Virginia -- RFP for Telephone and Internet/Data Services

The undersigned does hereby certify that in connection with the procurement to which this Certification of No Collusion is incorporated/attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the *Code of Virginia*, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to bind the firm to all conditions and provisions thereof.

Respectfully submitted this _____ day of _____, 2009.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Address: _____

Federal I. D. # _____

Telephone Number: _____

SUBSCRIBED AND SWORN to before me by the above named
_____ on the _____ day of _____, 2009.

Notary Public in and for the State of _____

My commission expires: _____

RETURN THIS PAGE with Proposal

NOTICE OF PROPRIETARY INFORMATION

Telephone Service (Local and Long Distance) and Internet/Data Services For Prince Edward County, Virginia

Confidentiality references protection in accordance with Section 2.2-4342 of the Code of Virginia, 1950, as amended.

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in the rejection of the bid or proposal.

- A. This page contains information relating to “trade secrets” and “proprietary information,” including processes. Operations, style of work or apparatus. Identifies confidential statistical data or the amount or source of any income of any person or partnership. See Virginia Public Procurement Act, Section 2.2-4342 of the Code of Virginia, 1950, as amended. Unauthorized disclosure of such information would violate the Trade Secrets Act. 18 U.S.C. 1905.
- B. This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342 of the Code of Virginia, 1950, as amended; 5 U.S.C. 552(b)(4); 12 C.F.R. 309.5(c)(4).
- C. This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government’s ability to obtain necessary information from contractors in the future. See Virginia Public Procurement Act, Section 2.2-4342 of the Code of Virginia, 1950, as amended; 5 U.S.C. 552(b)(4); 12 C.F.R. 309.5(c)(4).

PRICING FORM FOR REQUEST FOR PROPOSAL

Telephone Service (Local and Long Distance) For Prince Edward County

VENDOR AGREES THAT BY SUBMISSION OF THIS PROPOSAL, VENDOR HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS REQUEST FOR PROPOSAL.

PRI Line Charge per line/per month

- | | | |
|----|---------------------------|-------|
| 1. | PRI | _____ |
| 2. | PRI with Caller ID | _____ |
| 3. | PRI with Caller ID Deluxe | _____ |
| 4. | DID Charge | _____ |

One-time Installation Charges (if any) _____

SMDI Link Charge (per month) _____

One-time Installation Charges (if any) _____

Centrex/Analog Line Charge (per line/per month)

- | | | |
|----|---|-------|
| 1. | Centrex/Analog with features | _____ |
| 2. | Centrex/Analog with features and Caller ID | _____ |
| 3. | Centrex/Analog with features and Caller ID Deluxe | _____ |

One-time Installation Charge Per Line (if any) _____

Long Distance Charges (per minute) _____

Carrier: _____

Conversion Charges (per line) _____

COMPANY: _____

ADDRESS: _____

SIGNATURE: _____ TITLE: _____

PRINTED NAME: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS (if available) _____

TERMS: _____ NET/30: _____

PRICING FORM FOR REQUEST FOR PROPOSAL

Telephone Service (Local and Long Distance) For Prince Edward County

VENDOR AGREES THAT BY SUBMISSION OF THIS PROPOSAL, VENDOR HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS REQUEST FOR PROPOSAL.

Item #	DESCRIPTION	Setup Fee	Recurring Monthly Fee
	All speeds must be synchronous		
1	5 Mbps 1-Year 3-Year 5-Year		
2	10 Mbps 1-Year 3-Year 5-Year		
3	Other proposals (Attach proposal sheet outlining proposal in detail)		