



A. OVERVIEW OF RFP PROCESS AND BACKGROUND

Overview of RFP Process

Wise County Virginia Board of Supervisors ("County") seeks an experienced firm to provide an IP Telephony and Voicemail System. This RFP is part of a competitive procurement process which helps to serve the County's best interests. It also provides offerors with a fair opportunity for their services to be considered. Pursuant to Virginia Code § 2.2-4303, the process of competitive negotiation for non-professional services does not require price to be the determinative factor, although it may be, but rather provides flexibility to the County to negotiate with firms to arrive at a mutually agreeable relationship. This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which Wise County proposes to govern the relationship between it and the successful offeror.

Background

This RFP is for the Wise County Courthouse Facility which includes Administration, Treasurer's Office, Commissioner of Revenue Office, Commonwealth Attorney, Circuit Court Clerk, Court Services and other offices. The projected VoIP system must be installed and operational by February 28, 2015.

Approximate count of current phones and lines:

BUILDING	CURRENT LINES	VOICE	FAX/ MODEM/ DSL/ETC.	SECURITY	FIRE	ELEVATOR	PHONES
WISE COUNTY COURTHOUSE	71	50	17	1	1	2	102
County Administration Office Building & Zoning Dept GIS Office Maintenance Dept Circuit Court Circuit Court Clerk (separate phone system) Commissioner of the Revenue Commonwealth Attorney Courthouse Security General District Court Juv. & Dom. Relations Court Law Library Treasurer Victim/Witness Protection							
WISE COUNTY JUSTICE CENTER (All on separate system)	76	49	29				
Central Dispatch Emergency Services/ Civil Defense Litter Control Magistrates Office Registrar Sheriff							



County of Wise, Virginia

WCO15-002

BUILDING	CURRENT LINES	VOICE	FAX/ MODEM/ DSL/ETC.	SECURITY	FIRE	ELEVATOR	PHONES
OTHER REMOTE SITES (consider/price separately)							
Blackwood Industrial Park	8	4	4				
Animal Shelter Public Works/County Shop/ Landfill Office/Scale House							
Convenience Centers	10	10					
Appalachia Can Site Bull Hill (St. Paul) East Stone Gap Esserville (Wise) Fairgrounds (Wise) Flatwoods (Coeburn) Indian Creek (Pound) Josephine (Norton) South Fork Can Site (Pound) Toms Creek (Coeburn)							
Juv. & Dom. Rel. Ct. Service (on separate system)	4	3	1				
Wise County Health Dept. (on separate system)	2				1	1	
VPI Extension Office	3	2	1				
Totals	176	118	52	1	2	3	102

B. STATEMENT OF WORK AND SPECIFICATIONS

Wise County is requesting proposals from qualified firms interested in providing an IP Telephony and Voicemail System. The project and specific services to be provided are described in the following sections. In general, Wise County seeks a firm that can provide an on-premise, hosted or "hybrid" Voice over Internet Protocol (VoIP) solution that best meets the needs of Wise County. This system will replace the current telephone system and needs to be compatible with, provide interoperability, and sustainability with our system at the Wise County Justice Center. In addition, Wise County requires an open standards VoIP system that provides three-digit dialing between locations, a centralized voicemail system that can be used transparently by all locations, and the ability for all locations to appear to be part of a single phone system. The equipment shall be new models and in current production. Reconditioned, remanufactured or demo models shall not be accepted.

Main locations are as follows:

Wise County Courthouse
206 E. Main Street
Wise, VA 24293



Wise County Justice Center
5605 Patriot Drive
Wise, VA 24293

** See other locations indicated on the phone line detail table presented in Section A.

Offerors should possess and use their extensive knowledge and experience within the communications industry to recommend a creative solution that will meet or exceed Wise County's requirements. Preference will be given to the vendor that provides a comprehensive, cost effective solution for current specifications, future capacity requirements, and ongoing service and support.

Offeror should be able to recommend a solution to consolidate our existing long distance providers into one long distance carrier.

Wise County's Information Technology Department provides support to the County and the goal is for them to maintain internal support of the proposed phone system. Ease of operations, management and support of the new phone system will be a critical factor in selecting a vendor.

Service contract will take effect on February 28, 2015, and continue through June 30, 2016 with three one-year renewal options beginning from July 1, 2016. All terms and conditions shall remain in force for the term of the contract and for any renewal period unless modified by mutual written agreement of both parties.

The successful offeror's proposal will be submitted to the County Administration for consideration of approval by the Wise County Board of Supervisors. The decision of the Board is final.

Purpose of RFP

Phone System Requirements

Wise County seeks to replace all of its current phone systems with an integrated, VoIP telephony solution that connects all remote offices and provides a high level of reliability and functionality. The system should act as a single system image in a multi-site environment and be scalable up to 250 users. The preferred high-level components of functionality include voicemail, conferencing, unified messaging, integrated fax service, and system administration.

Basic Features & Functionality Required

- a) Ability to function as a part of a network with a centralized voicemail system, including the ability to light message waiting indicator lights at each site.
- b) Three digit dialing from any site to any site on the network and provide interoperability and compatibility with Wise County's VoIP system.
- c) The system must have camp-on ability.
- d) The voicemail system shall provide capacity to handle a voicemail box for each extension/user. Each user must have a voicemail box with remote access and the user must be able to fast forward/interval skip message playback.
- e) The system must support Direct Inward Dialing as well as Caller-ID for all incoming calls.
- f) All staff phones must have speakerphone capabilities.
- g) The system must provide the ability to provide music or pre-recorded messages on hold at each of the sites.
- h) The system must support email integration with Google Apps for Government and provide a 'unified messaging' solution.
- i) The system is required to handle forced account code collection (and associated reporting capabilities) for long distance calls.
- j) The system must provide extension portability by allowing end users to 'log in' at any phone.
- k) In the event of outside loss of primary connectivity or power, system must be able to provide fail over dial tone and connectivity internally and externally for designated users.
- l) Proposed system shall have a method of attaching existing analog or digital phones with minimal cost and effort. Proposers shall describe their methods in their response.
- m) Access to 911 service - subscriber shall be able to obtain emergency service/assistance by dialing 911. The contractor shall administer the associated database.



- n) The system must be able to handle extension forwarding and call transfers to user defined external numbers such as the user's cell phone, home phone, or another location on the network.
- o) The proposed solution should incorporate an integrated faxing service as a component of its telephony solution.
- p) Allow for internal blocking of international calls, if possible.
- q) The system should be compatible with headsets for hands free operation.
- r) The system should be compatible with Soft Phone technology.

Conferencing Details Required Features

- a. The system must provide the ability to include a minimum of three (3) inside or outside callers in a conference call.
- b. Offeror must describe the maximum number of conference call participants and simultaneous conference calls in its proposal.
- c. Offeror shall include pricing for conference-quality phones. The number yet to be determined.

Voicemail Details Required Features

- a. Users must be required to enter a password or PIN to access their voicemail box.
- b. Ability to access voicemail remotely.
- c. System must support a 'zero out' to the system attendant.
- d. System must provide notification that the limits have almost been reached in regard to the maximum number of minutes or disk space allotted to a single voicemail box.
- e. The system must have the ability to stamp each new message with time and date.
- f. The system must assign a default password for users, and provide a mechanism to reset passwords for users that have been locked out of their mailboxes.
- g. The system must be capable of adding or modifying a class of service.
- h. The system must allow users to transfer a call directly to their own or another user's voicemail.
- i. The system should provide the ability to change greetings and passwords remotely.
- j. The voicemail system must allow users to obtain instructions through system prompts.
- k. The system must provide the ability to transfer messages to other (multiple) users and append them with their own comments, allow users to modify their own passwords, and allow users to record multiple greetings for internal and external callers, out-of-office messages, email, pagers, etc.

Phones and Attendant Console Details Required Features

- a. The proposed solution shall provide an attendant console for servicing incoming calls to the network. The console should feature a simple, uncluttered layout of call appearance keys, attendant function keys and a large, easy to read display.
- b. The proposed solution shall preferably provide SIP compliant phones with flexible support for inline power, local power or closet power. User phones must feature a message waiting indicator light, bridges (multi) line appearance, intercom calling and multiple line appearances.
- c. System must offer paging through the phone system, specifically through the phone speakers. System must also offer the ability to mute the speaker so pages do not come through.
- d. The proposed phones must provide a built-in switch for PC connectivity.
- e. Attendant console and/or GUI version must display call presence and extension status for all locations extensions. Operator/attendant console must provide drag and drop call handling functionality.
- f. System shall display limited call presence information at a minimum for all GUI based user phone consoles.
- g. If the proposed phones offer programmable buttons, they must be customizable on a per extension basis, and not require a global 'map' across the enterprise.

Optional Features:

- a. Include or attach a picture of each type of proposed phone along with a user's guide.
- b. Phones should have the option to turn volume on handset up or down.
- c. Ability to access a directory of phone numbers/extensions via the phone set.
- d. Provide support for custom 'note' fields in attendant GUI call presence application so users would be able to leave customized 'presence' messages.
- e. Ability to support IP soft-phones.

User Administration and Productivity Details Required Features



- a. Preferred solutions will incorporate integration with Google Apps and dialing integration with Google contacts.
- b. Users must be able to login/logout via both the phone set and GUI.
- c. Preferred solutions will incorporate a local, workstation-based GUI which allows users all of the call control capabilities available via the telephone set. The GUI shall also allow users to configure call control and voicemail preferences. Preferred solutions will be able to provide dynamic, on-line directories for internal and external users via both phone sets and GUI's.

System and Software Administration Details Required Features

- a. Vendor must describe the administration/management interface used with the proposed solution. Please note if the interface is command line driven or a GUI environment.
- b. The proposed system must provide the ability to administer multiple remote sites through a centralized workstation.
- c. The system must provide for the ability to perform self-administration and moves, adds, or changes (MAC) with nominal training.
- d. The proposed solution must require the administrator to provide a password for access.

Optional Features:

- a. Allow for multiple levels of administrators each having different capabilities or roles with regard to system access, and each with a unique password.
- b. The ability to track administrator activity in detail.

Additional Questions:

- a. Is the system administration application accessible from any workstation on the LAN (Land Area Network)?
- b. How many levels of security can be defined? Can some administrative users be defined with 'view-only' permissions?
- c. What type of support is provided with the administration system (help desk, online, etc.)?
- d. Are there additional costs associated with support?
- e. Can a single instance of the administration tool be used to manage all systems within an enterprise simultaneously? All PSTN connections?
- f. How are administration module upgrades performed? Must the system be shut down, or can these types of activities take place in an on-line environment?
- g. Does the proposed solution provide an easy way to backup system configuration data?
- h. How frequently does your company recommend backing up the system software and data?
- i. What changes can the user make as opposed to requiring the system administrator?

Required Features:

- a. Vendor shall coordinate and negotiate on behalf of Wise County acquisition of WAN, PRI or other proposed communication services necessary to successfully implement the proposed telephony solution. Wise County will provide necessary letters of authorization allowing vendor to act on its behalf. Acceptable price ranges will be established by the County Finance Administrator.
- b. The proposed system must be IP compatible.
- c. The proposed system must give the appearance of one large system, rather than many separate systems, to the internal and external callers.
- d. The solution must provide the ability to access and utilize voicemail features among all users independent of the user's location.
- e. The solution must provide the ability to transfer calls transparently to any location on or outside the network.

System Monitoring and Diagnostics

Required Features:

- a. Proposed system must provide basic monitoring reports.
- b. System monitoring must be scalable to support 100 to 300 users.
- c. The proposed system must include basic alarms and alarm notifications.

System Reliability and Availability



Although none of Wise County's offices (except 911 Dispatch) are open 24 hours/7 days per week, it is critical during business hours for citizen and other stakeholders to be able to contact Wise County staff should system problems occur. Preference will be given to solutions that minimize call processing issues regardless of the state of the wide area network or localized power outages. It is acceptable for peripheral functions such as voicemail or conferencing to be less functional, for a limited time, during major outages.

Required Features:

- a. Ability to keep basic telephone services should the wide area network fail.
- b. The proposed system must provide local 911 access during a power outage.
- c. Wherever possible, hardware components should be hot swappable.
- d. The proposed solution should provide 99.999% availability.
- e. Providing a system manual is not an acceptable response to this section.

Training

User training will be needed for the proposed phone, fax and voicemail system. In addition, training will be needed for VoIP system administrators. Wise County would like the option to have the vendor conduct all of the training for the system administrators and a plan to 'train the trainer' in regard to user training.

Required Features:

- a. Provide hands-on role based training for the proposed telephony solution. Roles must include at a minimum; System Administrators, Operators, End Users. Training must be conducted prior to cutover.
- b. Provide system administration and end user documentation. Documentation may be in hard copy, but web-based, regularly updated electronic documentation is preferred.
- c. Review the proposed training with Wise County Administration and other assigned staff prior to initial training session to fine tune material to meet specific County needs.
- d. Provide a summary of the training concepts involved for every product application proposed and, if applicable, role(s) within that application.

System Reporting and Call Detail Reporting

Required Features:

- a. Ability to use one centralized call accounting system to track calls out of all locations on the network. The call accounting system must be able to distinguish which phone originated the call regardless of the phone's physical location on the network. The system should also be able to track an outside call through its destination, including any internal transfers.
- b. Call Detail Reporting (CDR) records must be in an exportable format for external analysis. Acceptable formats include Microsoft Excel, Open Office Spreadsheet, etc.
- c. Offerors must indicate whether additional hardware, i.e., call reporting server, is necessary for implementation.

Implementation

Project Management

It is important for the selected vendor to provide support for an organized transition from the current system to the new system; ensuring internal and external communications are maintained and the ease of use through the transition is emphasized to staff and clients.

Required Features:

- a. Vendor shall assign a project manager to this project to work with Wise County or assigned personnel.
- b. Offeror is required to submit a complete description of the key activities and responsibilities required for the installation of the proposed system.
- c. A master project schedule, including a detailed timeline, must be included identifying the tasks the vendor will perform and the tasks Wise County is expected to perform to successfully implement the new system.



Installation Requirements

Wise County ultimately desires a turn-key solution with regard to the full telephony solution and is willing to entertain lease options for phones and end user devices if a lease option is in the best interests of the County. Separately, the vendor will be responsible for cable runs to individual workstations, as well as installing any networking equipment purchased by Wise County in lieu of proposed equipment.

Required Features:

- a. Vendor shall be required to work with AT&T, CenturyLink, Verizon, Cogent, Sprint, Century Link, Socket or other proposed telco to coordinate the ordering and installation of all WAN, PRI and other communication services related to this project.
- b. Vendor should include any routers, POE switches, servers and circuits required. Wise County reserves the option to seek its own pricing for equipment that meets or exceeds the vendor's specifications.
- c. Install and configure IP telephony management software at Wise County's Administration Office and other locations as necessary.
- d. Replace current phones with new IP phones.
- e. Install one (1) analog line per site for power loss dial tone connection.
- f. Install and configure IP telephony switches at each location, and provide port mapping for each line after connecting voice trunks.
- g. Configure call routing and hunt groups for each location per call routing diagram established during Call Workflow meeting.
- h. Install and configure IP telephony client software on all workstations, or provide a mechanism to 'push' client software to each workstation. Configuration includes successful integration with locally installed email client, such as, Microsoft Outlook.
- i. The contractor shall coordinate the seamless port of phone numbers with existing carriers. These numbers will be provided at time of award.
- j. The contractor shall provide porting procedures and any reason existing numbers would not be eligible for porting.

Facility Requirements

Required Features:

- a. Space – Provide the physical dimensions of the proposed equipment and/or rack space needed to house the equipment for each location.
- b. Power – Provide all power requirements, including any special conditioning, cooling or grounding requirements for each location.

System Warranty

Required Features:

- a. A complete maintenance and warranty agreement must be included as part of the offeror's proposal, including all options available for extended coverage and full pricing details for each level of coverage.
- b. Telephone system and all associated equipment in the offeror's proposal must be warranted by the offeror and the manufacturer to be free of defects in equipment, software, and workmanship for a period of at least three (3) years following system cutover.
- c. During the warranty period and any subsequent maintenance agreement, any defective components shall be repaired or replaced at no cost to Wise County.
- d. All system maintenance during the warranty period and under any maintenance agreements shall be performed by the successful bidding organization using personnel employed by the offeror and at no additional cost to Wise County other than those charges stipulated to maintain the warranty.

Support

Required Features:

- a. During the warranty period, the successful offeror must supply no more than a two (3) hour on-site response to major problems, 24 hours a day, 7 days a week.
- b. Offerors must describe their definitions of major and minor problems.



- c. During the warranty period, the successful offeror must supply and include in its pricing software assurance and other regular software upgrades.
- d. Offerors should estimate the cost of future software upgrades on an annualized basis beyond the term of the warranty.
- e. Offerors should estimate the cost of future software upgrades on an annualized basis beyond the term of the warranty.
- f. Offerors should estimate the cost of future support services on an annualized basis beyond the term of the warranty.
- g. Offerors shall provide the availability of spare parts in the area for critical hardware.

C. PROPOSAL REQUIREMENTS AND PROJECT SCOPE

The successful offeror's proposal submitted in response to this RFP will be incorporated into the final agreement between it and Wise County. The submitted proposals shall include the following:

- a. Cover Page and Executive Summary
 - a. The cover page shall be signed by an authorized representative of the company and provide Wise County acknowledgement and acceptance of the Conditions and the execution of same for any subsequent contract.
 - b. The executive summary should provide a brief summary of the proposal contents, emphasizing any unique aspects or strengths of the proposal.
- b. Proposed System
 - a. Include a textual description of the proposed system for providing the services described in Section B, "Statement of the Work and Specifications." Specifically, provide a summary description of the system's capabilities to meet the requirements set forth in Section B to ensure that Wise County has a high-level understanding of the proposed system.
- c. System Support
 - a. Include a textual description of the support available for the proposed system. Specifically provide technical support hours; and average resolution time for incidents, events, and problems.
- d. Company Background and History
 - a. Provide a comprehensive narrative history of the firm, including experience providing services similar to those described in Section B, "Statement of the Work and Specifications."
- e. Sub-Contracting
 - a. Identify any of the required services that are proposed to be subcontracted, if any.
 - b. Include: summary of service; reasons for sub-contracting; proposed sub-contractors; location and experience; and any additional relevant information.
- f. References
 - a. Provide at least three (3) municipal government or school board clients with whom the offeror has worked during the past three (3) years that are of similar size and complexity to Wise County.
- g. Exceptions to Terms and Conditions
 - a. Identify any exception that the offeror takes to the terms and conditions set forth in this RFP.
- h. Price Proposal

D. EVALUATION AND AWARD CRITERIA

Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous, "Best Value" to Wise County taking into consideration the evaluation factors set forth in the Request for Proposals. The award of a contract shall be at the sole discretion of Wise County, with an award anticipated within 45 days of receipt of proposals. The award shall be based on the evaluation of all information as Wise County may request. Wise County reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the proposal if determined to be in the best interests of the school division. Further, Wise County reserves the right to enter into a contract deemed to be in its best interest.

Evaluation of the firms responding shall be based upon the following criteria, when determining the "Best Value" proposal:



<u>Evaluation Factor</u>	<u>Weight (%)</u>
1. Vendor's cost, including unit prices, labor rates, travel/trip charges, etc.	40
2. Background and Experience.	20
3. Responsiveness of proposal in fulfilling Wise County's requirements.	15
4. References of past clients with similar size.	15
5. Preparation and responsiveness of submitted proposal	10

Evaluation Process: The Evaluation Committee will select a minimum of two (2) vendors best suited to meet the needs of Wise County based on the scoring of the evaluation criteria. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Evaluation Committee shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the Evaluation Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Wise County may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth above.

E. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

1. GENERAL

- a) RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. **Three (3) complete originals and one (1) complete electronic copy** of offeror's proposal must be submitted to Wise County. **The electronic copy of the proposal must be one inclusive document that is identical to the paper version that you submit. Do not provide separate documents on your jump drive or CD.** If there are any discrepancies between the paper copy and the electronic copy, the electronic copy takes precedence. No other distribution of the proposal shall be made by the offeror.
- b) Proposals shall be signed by an authorized representative of the offeror, sealed, and received at the Wise County Administrators' Office no later than **(4:00 p.m.) Eastern Time October 9, 2014**. Proposals should be addressed to the County Finance Administrator.

County of Wise
County Administrators' Office
206 E. Main Street
P.O. Box 570
Wise, VA 24293

All information requested in Section C of this RFP should be submitted. Failure to submit all information requested may result in Wise County requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Wise County may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. **The offeror's name and the opening date and time must be shown clearly on the face of the envelope or package containing the proposal.**

- c) Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d) Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and the subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.



- e) The original copy of the proposal should be bound or contained in a single volume where practical, with electronic copy placed on readable CD or Flash drive. All documentation submitted with the proposal should be contained in a single volume.
- f) Ownership of all data, materials, and documentation, originated and prepared for Wise County pursuant to the RFP shall belong exclusively to Wise 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 § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why the protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining 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 will result in rejection of the proposal.
- g) Oral Presentation: offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Wise County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Wise County will schedule the time and location of these presentations. Oral presentations are an option of Wise County and may or may not be conducted.
- h) Proposals offered by telephone, telegraph, e-mail or facsimile will not be accepted. Proposals delivered in person must be given to the County Administrators' Office receptionist. After the award is announced, proposals will be open to inspection by offerors in accordance with the Code of Virginia §2.2-4342-D.
- i) Questions and Addenda: Offerors shall carefully examine this RFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions should be addressed to the County Finance Administrator. If the answer materially affects the RFP, the information will be incorporated into an addendum and posted on www.wisecounty.org/bids. This RFP and any Addenda shall be incorporated, by reference, into any resulting contract. Offeror is responsible for checking with the Issuing Office within 48 hours prior to the proposal closing to secure any Addenda issued as part of this RFP.

The deadline for submitting questions in writing under this RFP is **4:00 p.m, October 2, 2014**. All questions regarding this solicitation shall be made directly to:

David L. Cox, CPA
County Finance Administrator
cox_d@wisecounty.org
Office 276-328-2321
Fax 276-328-9780

Oral comments and/or instructions do not form a part of this RFP. Fax and e-mail are for questions only. Proposals submitted via fax or e-mail will not be accepted.

F. GENERAL TERMS & CONDITIONS

1. ANTI-DISCRIMINATION

By submitting their bids or proposals, contractors certify to Wise County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act.

2. APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Wise County, Virginia. Wise County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual



dispute using non-binding Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366 and Wise County Vendors Manual). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of Wise County.

4. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Wise County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

5. PROPOSAL PRICE CURRENCY

Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US dollars.

6. CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

7. CLARIFICATION OF TERMS

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the buyer whose name appears on the face of the solicitation no later than September 10, 2014. Any revisions to the solicitation will be made only by addendum issued by the buyer.

8. DEBARMENT STATUS

By submitting their bids/proposals, bidders/offers certify that they are not currently debarred or otherwise declared ineligible by any public agency from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. In addition, bidders/offers further certify that no principal, officer, or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding/offering on contracts for the type of goods and/or services covered by this solicitation.

9. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Wise County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Wise County may have.

10. 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; and (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. 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, 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.

11. ETHICS IN PUBLIC CONTRACTING

By submitting their bids/proposals, bidders/offers certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or



subcontractor in connection with their bid/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.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

13. INSURANCE FOR CONSTRUCTION, SERVICE CONTRACTS, AND GOODS CONTRACTS WITH INSTALLATION

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain their insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIREMENTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify Wise County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Wise County must be named as an additional insured and so endorsed on the policy and stated on the Certificate of Insurance.
4. Automobile Liability - \$1,000,000 per occurrence. (Only required if motor vehicles are used in the contract.)

14. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless Wise County has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

15. PAYMENT

1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Wise County purchase order number.
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last.



c. All goods or services provided under this contract or purchase order, that is to be paid for with public funds, shall be billed by the contractor at the contract price.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from Wise County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

16. COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this solicitation is being conducted pursuant to §2.2-4304 of the *Code of Virginia*.

Therefore, the offeror or bidder is advised, and by submitting a response to this procurement, such offeror or bidder agrees that any resulting contract from this procurement may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful offeror or bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with §2.2-4304 of the *Code of Virginia*.

17. QUALIFICATIONS OF BIDDERS OR OFFERORS

Wise County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to Wise County all such information and data for this purpose as may be requested. Wise County reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. Wise County further reserves the right to reject any bid/proposal) if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy Wise County that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

18. TAX EXEMPT STATUS

Sales of goods to Wise County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Excise tax exemption registration number is 54-73-0076K.

19. TESTING AND INSPECTION

Wise County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

20. CANCELLATION OF THE CONTRACT

Wise County may terminate any contract resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.



21. LIABILITY AND LITIGATION

Wise County shall not indemnify or hold harmless any Contractor or other third party. Wise County does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. Wise County does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. Wise County shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.