



REQUEST FOR PROPOSALS

Telecommunications and Project Management Consulting Services

2010-3283-1524

October 23, 2009

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8032/Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: Provide telecommunications and project management consulting services for the City's 911 telephone system replacement project (includes the 911 telephone system, audio recording system, and console furniture). The Project Manager will work side by side with City staff in developing and directly overseeing areas including but not limited to: vendor evaluation and selection, system configuration and design, installation and implementation, testing, and cutover.

Proposal Due: November 6, 2009 @ Close of Business (COB)

Contract Officer:

Marie-Therese (Mimi) M. Gartner, CPPB, Buyer, (757) 926-8040, email: mgartner@nngov.com

AN ORIGINAL AND FIVE (5) COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certify he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

RFP Rev. 09-09-08

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
9. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
 - a. He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations 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 non-discrimination clause.
 - b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.

- 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.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

12. This public body does not discriminate against faith-based organizations.

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

For the purposes of this subsection, "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 subsection, 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

14. Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.
15. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.
16. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation 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 courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. **The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, as amended.**

Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

17. If City Hall is closed for business at the time scheduled for the proposal opening sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
18. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

19. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The offeror shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

20. Payment Terms:

- a) Payment terms shall be "**2%-20, Net 30 days**" unless otherwise stated by the offeror on this submittal form. Alternate terms may be offered by offeror for prompt payment of bills.
- b) Payment terms shall be considered in determining the low bidder/offeror.
- c) Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.
- d) The payment terms stated herein shall appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.
- e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

12. Insurance: The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the City as additional insured and as alternate employer, must be included with the Certificate of Insurance. Forms (Insurance Endorsements) are available to download from the Purchasing website (<http://www.nngov.com/purchasing/resources/purchasingforms>). **Please make sure prior to submitting a bid that all insurance endorsements forms have been reviewed by your insurance carrier.**

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

21. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may

cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.

22. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1) If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE **MBE** **WBE**

2) In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3) If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

GENERAL

The City of Newport News is interested in receiving proposals from qualified offerors to provide telecommunications and project management consultant services related to the replacement of the City's 911 telephone system, audio recording system, and console furniture.

The City seeks a vendor with a broad knowledge base of, and vast experience in, oversight of public safety telecommunications systems with emphasis on 911 telephone systems, to include voice over internet protocol (VoIP) systems; wireless public safety radio system design and installation; commercial and/or governmental telephone system design and installation, with emphasis on VoIP technology; and public safety answering point (PSAP) facility planning.

The City has short listed an existing RFP (RFP 2010-4670-1524/9-1-1 Telephone System Replacement) to an offeror that has proposed a single-source, end-to-end solution with three distinct options for the telephone system component. The intent is to contract with a project manager/consulting firm to continue the project from this point through to the total 911 system replacement.

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The nature and complexity of this project easily lends itself to numerous affiliations such as joint ventures and partnerships. The Project Management Consultant's relationship or economic interest with any vendor, contractor, or business entity pertaining to this project may inappropriately influence the Consultant's judgment or compromise the Consultant's ability to perform in the City's best interest. Potential conflict(s) of interest shall be fully disclosed prior to the final award decision.

SCOPE OF SERVICES

At a minimum, telecommunications and project management consultant services for the 911 telephone system replacement project shall include:

- Assist the City with evaluating and choosing telephone systems from the vendor short list created from proposals already submitted in response to the City's existing RFP with specific emphasis on:
 - Improving the functionality of the City's existing 911 telephone and audio recording systems;
 - Enhancing the City's preparedness for Next Generation 911 (NG911) technologies;
 - Leveraging existing interoperability opportunities and positioning the City to participate in the planned Statewide 911 network;
 - Assisting the City with identifying and enacting feasible cost containment strategies to ensure that the project is completed within budget.
 - Provide high level project management in terms of:
 - Working side-by-side with City staff to evaluate the remaining proposals to identify the solution that best suits the City's current needs and future vision;
 - Reviewing technical documents and specifications for functionality, reliability, redundancy, and fault tolerance;
 - Developing and directly overseeing project management as pertains to all areas of system design, installation, testing, and cutover; to include but not limited to:

- Working with City staff to identify necessary and desired components and functionality of chosen systems;
- Evaluating and making recommendation concerning integration of existing City systems and services;
- Implementation planning and scheduling;
- Planning and scheduling of end user, supervisor, and administrator training;
- Evaluating and making recommendation concerning ongoing maintenance and support services for the proposed systems;
- Assisting the City with contract negotiation with the chosen vendor;
- Overseeing the actual install and implementation of related systems:
 - To protect the operational status of the 911 Center during installs;
 - To ensure work is completed to specification;
 - To manage vendor contacts and coordinate vendor scheduling.

Ideally, and contingent upon annual appropriations, the City envisions consulting and project management services which will exceed the original scope of the 911 telephone system replacement project, segueing into additional phases involving upgrade to the City's existing 800MHz, non-P25 compliant radio system, upgrade of the City's existing telephone system to VoIP or similar technology, and long range telecommunications planning.

The City desires the option to re-contract with the chosen consulting firm to provide telecommunications and project management services for additional projects which may include:

- Upgrade of the City's existing 800MHz radio system to a digital, P25 compliant platform;
- Upgrade of the City's existing telephone system (independent of the 911 telephone system) to VoIP technology;
- Long range planning for a new PSAP facility;
- Development of long range maintenance and enhancement plans for the City's various telecommunications systems.

SUBMITTALS

1. The **Request for Proposal** document with any addenda acknowledgements filled out and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.
2. A general description of the firm including an organizational chart. Give the address of the specific office that will have the responsibility of performing the requested scope of services. List the name, title and telephone number of the engagement manager who will serve as the point of contact. This individual should be familiar with the firms programs and procedures, and must be empowered to commit the firm on policy and contractual matters.
3. Provide information/documents indicating the number of years of project managing complex E911 Communications projects. Address all applicable areas listed below and others that may apply but are not identified.
 - Possible VOIP technology implementation.

- Standard telephony technology.
 - Possible total reconfiguration of entire dispatch center layout.
 - Change out of all required equipment without disrupting current operations. Could include planning a phased in installation process.
 - Multiple console positions, including telephone, radio, CADS, etc. technology integration.
 - Alternate dispatch location(s)
 - Possible video monitoring capabilities.
 - Possible ergonomic changes to best meet personnel working environment challenges such as: lighting, console positioning, climate control, seating, etc.
4. List all E911 projects completed over the last five years.
 5. List the size and scope of all projects over the last five years in terms of:
 - Types of E911 equipment installed.
 - Types of logging recording systems installed.
 - Types of manufacturers console furniture installed.
 - Number of console positions installed.
 6. Indicate the type and total number of resources & personnel available to be assigned to this project to ensure a successful and on-time completion.
 7. Describe qualifications of all personnel assigned to this project. Provide a 1 page resume of each.
 8. References from 9-1-1 projects listed above (use the reference form provided on page 12). Note: Failure to provide adequate references will significantly impact a favorable consideration.
 9. Deliverable Schedule - provide an estimated timeline based upon your methodology and approach indicating how long you believe each milestone will take from the date of award. This timeline is preliminary at best, but will serve to provide a better view of your understanding of the performance tasks involved in the management of this project.
 10. Proposed costs – costs must be structured so the City can accurately determine an *overall project management cost* and contingency (based on hourly wage or other as you deem appropriate) Prices shall be clearly stated/itemized so the City fully understands what will be supplied for a given figure. Any optional add-ons or additional hours (contingency) must be priced separately and clearly indicated as such.

All proposals must be sealed and labeled to show the following:

- Proposal for Project Management Consultant
- Name of Offeror
- Address of Offeror
- RFP Number (see cover)
- Receipt and Closing Date (see cover)

All proposals shall be addressed and delivered by the date and time specified to:

Mimi Gartner, Buyer
City of Newport News
2400 Washington Avenue
Newport News, VA 23607

From the time the proposal is first advertised to the time a contract is signed, all offerors or contents of any proposal must be kept confidential. All proposals submitted under this RFP (including all documents, schedules, reports, plans and other attachments) shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information* page 13).

EVALUATION CRITERIA (Listed in Order of Importance)

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. The proposal will be evaluated on the following criteria:

1. Experience and Qualifications – Past and present E911 projects that fully detail the ability of the consultant to assist or direct the City in choosing the best E911 replacement system from the already selected vendor short list that meets the City’s intended needs. To meet or exceed all of these RFP specifications in the most appropriate and professional manner.
2. Capability and Skill – Shows full competence in the ability to guide and conduct the: planning, projections, processing, organization, implementation, testing and acceptance of a completed E911, logging recorder(s), console equipment and other related systems installation in the most reliable, cost effective and time efficient manner.
3. Depth of Resources - Has access to enough resources to fully conduct all aspects of this project. The consultant is not limited by lack of personnel that will ensure total success of the project.
4. Costs
5. References

METHOD OF SELECTION

Proposals will be evaluated and interviews scheduled with selected firms in accordance with “Contracting for other than professional services” method of selection outlined in the Code of Newport News, Virginia Section 2-570-2. Details can be accessed at:

<http://www.nngov.com/purchasing/resources/purchasingcode>

AWARD

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the more advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: www.nngov.com/purchasing

QUESTIONS

Questions regarding this RFP should be directed to the Department of Purchasing, Marie-Therese (Mimi) M. Gartner by email: mgartner@nngov.com or facsimile (757) 926-8038, *not less than two (2) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the Information Technology Department or the Police Department without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri.

***REFERENCES**

Please provide a minimum of 3 similar projects successfully completed within the past 5 years.

-1- NAME AND ADDRESS OF CONTRACTING ENTITY AND A [†]BRIEF OVERVIEW OF PROJECT

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

-2- NAME AND ADDRESS OF CONTRACTING ENTITY AND A BRIEF OVERVIEW OF PROJECT

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

-3- NAME AND ADDRESS OF CONTRACTING ENTITY AND A BRIEF OVERVIEW OF PROJECT

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

* *The City reserves the right to ask for additional information.*

[†] *Attach a separate page as necessary to fully/accurately describe the project.*

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

No, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

Yes, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**
