



351 Wagoner Drive, Suite 200, Fayetteville, NC 28303
P 910-867-9700 / F 910-867-7772 / ccpfc.org

OF CUMBERLAND COUNTY

REQUEST FOR PROPOSALS

SECTION I: ANNOUNCEMENT OF REQUEST FOR PROPOSALS

Unit: **Information Technology Service Center** Issue Date: **9/13/2020**
Title: **Copier Upgrades/ Replacement** Close Date: **10/13/2020**

Send All Proposals To:

RFP: **Information Technology Service Center – VOIP Phone System**
Partnership for Children of Cumberland County, Inc.
Attention: Anna Marie Hall, Contracts Coordinator
351 Wagoner Drive, Suite 200
Fayetteville, NC 28303

Questions may be directed to: **Rebecca Beck** at **910-826-3045**

Interested parties must submit an original proposal with original signature(s) in ink. It is the sole responsibility of the offeror to have the proposal in this office by 5:00 pm on the Close Date as specified above. LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals may be returned via Fax by the Close Date, but original proposals with original signatures must follow via mail or hand delivery within three (3) business days of Close Date.

SECTION II: SCOPE OF WORK

The Partnership for Children of Cumberland County, Inc. (hereinafter referred to as the “Local Partnership”) is soliciting proposals to establish a contract through competitive negotiations. The purpose of this Request for Proposals (RFP) is to acquire the goods and/or services of a qualified contractor (hereinafter referred to as the “Contractor”) to **replace the current phone system at the Partnership for Children of Cumberland County with a feature-rich Voice Over IP (VoIP) telecommunications system.**

The proposal will include an annually renewable service contract; December 1, 2020 through November 30, 2021 (estimated, may vary by the date of proposal acceptance)

Details of the Project

The following equipment is needed. Please include a cost analysis including; labor, equipment, accessories, and monthly service contract for each of the following:

- 1. Voice Over IP telecommunications system (VoIP) that can accommodate 3 business lines (with capacity for 100 DIDs), including;**
 - Auto attendant configuration for call routing and support services through an internal operator
 - 60 feature-rich phone sets
 - 22 standard phone sets for shared spaces, such as break rooms, conference rooms, or “common space” areas
 - 3 dedicated fax lines
 - A mobile and desktop application platform for off-site communications
 - Feature-rich add-on options, such as; visual voicemail, webconferencing, instant messaging, hunt groups, and call routing
- 2. Hosted VoIP services with an annual service agreement for moves, adds, and changes**
- 3. Additional specifications can be provided upon vendor request**

Additional Requests:

From time to time, additional requests may be made by the organization. Most requests of this type will be minor. Any major requests for additional services will be quoted to the VP of Information Technology and will be invoiced separately. The Contractor will provide an estimated cost to perform any major requests to the VP of Finance for approval prior to completion of any work.

SECTION III: EXECUTION OF PROPOSAL – The information in this section must be completed by the offeror.

By submitting this proposal, the offeror certifies the following:

- This proposal is signed by an authorized representative of the company;
- The offeror has, or can obtain, insurance certificates as required within ten (10) calendar days after notice of intent to award; The Local Partnership requires a minimum aggregate General Liability coverage of \$1,000,000.
- All labor costs, both direct and indirect, have been determined and are included in the proposed cost;
- The offeror can and will provide the specified performance bond or alternate performance guarantee (if applicable); and
- The offeror has read and understands the conditions set forth in the Request for Proposals and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within not less than ninety (90) days from the close date, to furnish the subject goods and/or services.

OFFEROR: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
TELEPHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____
FEDERAL TAX ID NO.: _____
LICENSE NUMBER(S): (if applicable) _____

****Please complete the form above in its entirety. In the event that your company is selected to provide the goods and/or services proposed, we must have your Federal Tax ID Number in order to prepare Contract Documents.***

****Attach copies of your company's insurance, bonding and workers' compensation information.***

BY: _____ TITLE: _____
(Signature)

PRINTED NAME: _____ DATE: _____

SECTION IV: COST PROPOSAL – *The information in this section must be completed by the offeror.*

Please provide your cost to provide these goods and/or services. The cost(s) provided must be good through [expiration date of the proposed contract term \[11/30/2021\]](#). Please be specific regarding the unit of cost (i.e. per square foot, per hour, per participant, etc.). If the services you are providing include workshops/trainings, please provide information related to class-size restrictions (minimum or maximum number of participants).

Invoicing Schedule: (Check one)

- At the beginning of each month for services rendered during the previous month
- At the completion of each task, deliverable, or workshop presentation
- Quarterly
- Other (*please specify*)

Please list the days and times you are available to provide the goods and/or services described in the Scope of Work.

Please provide any additional information you feel is important.

SECTION V: REFERENCES

Offeror must supply at least three references for firms for which it has done similar or related work during the past three years.

1. Agency or Firm Name _____
Business Address _____
Contact Person _____
Phone Number _____
Description of Services _____

2. Agency or Firm Name _____
Business Address _____
Contact Person _____
Phone Number _____
Description of Services _____

3. Agency or Firm Name _____
Business Address _____
Contact Person _____
Phone Number _____
Description of Services _____

4. Agency or Firm Name _____
Business Address _____
Contact Person _____
Phone Number _____
Description of Services _____

5. Agency or Firm Name _____
Business Address _____
Contact Person _____
Phone Number _____
Description of Services _____

SECTION VI: GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or such other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. OFFEROR SPECIFICALLY AGREES TO THE CONDITIONS SET FORTH IN THE ABOVE PARAGRAPH BY SIGNATURE TO THE PROPOSAL.
2. **ORAL EXPLANATIONS:** The Partnership for Children of Cumberland County, Inc. shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
3. **REFERENCE TO OTHER DATA:** Only information, which is received in response to the RFP, will be evaluated; reference to information previously submitted shall not be evaluated.
4. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
5. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offeror's sole responsibility; the Partnership for Children of Cumberland County, Inc. will not reimburse any offeror for any costs incurred prior to award.
6. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer, which may be accepted within in a period of not less than ninety (90) days.
7. **PRICES IN EFFECT:** Proposed prices shall remain in effect for the life of the contract.
8. **TITLES:** Titles and headings in the RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal, the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Partnership for Children of Cumberland County, Inc. until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the Partnership for Children of Cumberland County, Inc., from contract award. Only discussions authorized by the Partnership for Children of Cumberland County, Inc. are exempt from this provision.
10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the Partnership for Children of Cumberland County, Inc. when received.

SECTION VII: PROPOSAL SUBMISSION

1. Offerors are urged to submit a proposal for establishing, performing and/or providing the goods and/or services described herein. All proposals must be submitted strictly in accordance with the requirements for the Request for Proposal. Failure to furnish any required information with your proposal is grounds for rejection, at the option of the Partnership for Children of Cumberland County, Inc.
2. Each offeror shall demonstrate in its proposal that the firm and its management and employees are experienced and competent and that it has the background, training and experience to perform the services required by the Request for Proposal. This can be done by submitting, as an attachment, a Capability Statement of the firm.
3. Submit one original proposal to the address indicated on page 1 of this RFP.
4. All proposals must be received by the issuing agency not later than 5:00 pm on the date specified on page 1 of this RFP.
5. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
6. Proposals will be evaluated according to completeness, content, experience providing similar services, response time, the ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was most advantageous to the Partnership for Children of Cumberland County, Inc.
7. In addition to any other evaluation criteria identified in the solicitation document, the Partnership for Children of Cumberland County, Inc. shall, for the purposes of evaluating the proposal, consider the following factors to ensure that any award will be in the best interest of the Partnership for Children of Cumberland County, Inc.: total cost; level of quality information as provided by references; availability of pertinent skills; and licensing/registrations as appropriate.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and the Partnership for Children of Cumberland County, Inc. reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of the Partnership for Children of Cumberland County, Inc.
9. The evaluators reserve the right to request financial information as specified below. If requested, vendors must provide financial references in one of the forms outlined below within five (5) days from receipt of request: most recently accredited balance sheet; certified letter of credit or Performance Bond; statement from the company's financial institution indicating financial stability of the company.
10. If your firm is the successful vendor as a result of this solicitation, formal award will not be finalized until your firm has submitted all required insurance certificates.

SECTION VIII: CONTRACT TERMS AND CONDITIONS

The following terms and conditions are those that must be accepted as agreeable upon execution of an award/contract. Due to the possibility of changes to our Contract templates required by the State, the terms and conditions as they appear in any actual contract awarded may differ from those found below. Should changes occur, the Contractor will be notified upon award that the terms and conditions have changed.

1. Independent Contractor:

The Contractor is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure, at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Local Partnership.

4. Subcontracting:

The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from the Local Partnership. Any approved subcontract shall be subject to all conditions of this Contract. The Local Partnership shall not be obligated to pay for work performed by any unapproved subcontractor or any approved subcontractor who fails to comply with the conditions of this Contract. The Contractor shall be responsible for the performance of all of its subcontractors.

5. Assignment:

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

6. Beneficiaries:

Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Local Partnership and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Local Partnership and Contractor that any such person or entity, other than the Local Partnership or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

7. Key Personnel:

The Contractor shall not substitute key personnel assigned to the performance of this Contract without the prior written approval of the Local Partnership. The individuals designated as "key personnel" for purposes of this Contract are those specified as the Contract Administrator, the person(s) authorized to sign contract documents, and the Project Manager, if applicable.

8. Indemnification:

The Contractor agrees to indemnify and hold harmless the State of North Carolina, the Division of Child Development of the North Carolina Department of Health and Human Services (“Division”), The North Carolina Partnership for Children, Inc. (“NCPC”), the Local Partnership and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract.

9. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party. All written notices required by this Contract must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.

For the Local Partnership:

**Marie Lilly, VP of Finance
Partnership for Children of
Cumberland County, Inc.
351 Wagoner Drive, Suite 200
Fayetteville, NC 28303**

Telephone: 910-867-9700 Fax: 910-867-7772
Email: billing@ccpfc.org

For the Contractor:

**Name & Title
Name of Contractor
Street Address
Post Office Address
City, NC ZipCode**

Telephone:
Email:

Fax:

10. Choice of Law:

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Contractor, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for each purpose, that the exclusive venue for any legal proceedings shall be Cumberland County, North Carolina. The place of this Contract, and all transactions and agreements relating to it, and their situs and forum, shall be Cumberland County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

11. Precedence Among Contract Documents:

This Contract and any documents incorporated specifically by reference constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. In the event of a conflict in terms between or among the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

12. Survival of Promises:

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

13. Availability of Funds:

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Local Partnership.

14. Standards of Work:

The Contractor agrees to perform all work required by this Contract in accordance with all legal and contractual requirements, and with that degree of skill exercised under similar circumstances by reputable professionals with reputations for providing the types of services contemplated by this Contract.

15. Representations and Warranties of Contractor:

In consideration of the mutual promises and obligations of the Parties, the Contractor hereby represents and warrants as follows:

- A.** It has the staff, subcontractors, facilities and expertise to perform the services described herein competently and in the manner prescribed within the time frames described herein.
- B.** Neither the execution of this Contract nor the performance of the services on behalf of the Local Partnership conflict with any other contractual obligations of the Contractor, nor shall any such other contractual obligations or the Contractor's organizational documents prevent or interfere with the ability of the Contractor to enter into this Contract or perform the services contemplated thereby.
- C.** It shall accept such engagement and agree to render such services to the best of its ability. All services to be rendered shall be performed only when required and authorized by the Local Partnership.
- D.** It shall make available all records including general and subsidiary ledgers, reports, vouchers, books, program documentation, correspondence, or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Local Partnership, NCPC, the Division, or the North Carolina Office of State Auditor or applicable Federal agencies. The Contractor agrees that the Local Partnership or its agent may have the right to audit the records of the Contractor pertaining to this Contract both during performance and after completion.
- E.** It shall submit to the Local Partnership any other plans, reports, documents or other products that the Local Partnership may require in the form specified by the Local Partnership.
- F.** It shall attend scheduled meetings with the Local Partnership as requested.
- G.** It shall obtain approval from the Local Partnership prior to implementation of any activity changes.
- H.** It shall report suspected child abuse, neglect, or dependency as defined in N.C.G.S. § 7B-101.

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