



351 Wagoner Drive, Suite 200, Fayetteville, NC 28303  
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OF CUMBERLAND COUNTY

## REQUEST FOR PROPOSALS

### SECTION I: ANNOUNCEMENT OF REQUEST FOR PROPOSALS

Unit: [PFC Resource Center](#)  
Title: [Generator Replacement](#)

Issue Date: [May 3, 2021](#)  
Close Date: [May 31, 2021](#)

**Send All Proposals To:**

RFP: Partnership for Children Resource Center [Generator Replacement](#) Proposals  
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: [Mike Yeager, Facility Operations Manager](#) at [910-826-3056](tel:910-826-3056) or [myeager@ccpfc.org](mailto:myeager@ccpfc.org)

Interested parties must submit a signed proposal via email to [amhall@ccpfc.org](mailto:amhall@ccpfc.org) **and** [amhallccpfc@gmail.com](mailto:amhallccpfc@gmail.com) by 5:00pm on the Close Date as specified above. LATE PROPOSALS WILL NOT BE ACCEPTED.

### 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 provide [a generator to replace the existing one for the Partnership for Children Family Resource Center, in accordance with the detailed scope of the project on Page 2.](#)

Details of the project include:

The Contractor will be expected to provide one of the following options:

1. One (1) 24KW Kohler (Liquid Cooled) Model 24RCL natural gas generator with an RDT 200B amp Automatic Transfer Switch capable of handling 24 circuits for supplying power to computer equipment at the center during electrical failure emergencies.
2. One (1) 30KW Kohler (Liquid Cooled) Model 30RCL natural gas generator with an RDT 200B amp Automatic Transfer Switch capable of handling 24 circuits for supplying power to computer equipment at the center during electrical failure emergencies.

The Contractor will be required to modify the existing or install a new concrete pad of sufficient size for anchoring the generator.

The Contractor will be responsible for all permits and inspections required for installation of the new generator.

The Contractor will be responsible for providing the Local Partnership with all literature and warranty information for the newly installed equipment.

In the event that the Contractor is a licensed electrician in the State of North Carolina, the proposal should also include cost for all labor, materials, permits, and inspections required for the electrical and communications wiring for Kohler OnCue Plus, and charging circuit connections, from the generator to the ATS and tie the ATS into the existing individual electrical circuits.

The proposal must include lead times for equipment orders and installation.

The Local Partnership will utilize its existing contractor for gas piping, connections, associated permits and inspections related to natural gas connections for the generator.

**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:

- The 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 and Workers' Compensation Coverage. Additional insurances may be required dependent upon the services being provided;
- All labor costs, both direct and indirect, have been determined and are included in the proposal 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: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

Please provide your cost to provide the goods and/or services. The cost(s) provided must be good through **December 31, 2021**.

Please detail your pricing details below: (or attach a separate proposal)

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Invoicing Schedule: (Check one)

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

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

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Please provide any additional information you feel is important.

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**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 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 signed proposal, digitally, 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; as indicated by the date/time stamp on the electronic mail message containing the proposal.
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; prior service history to the Partnership for Children of Cumberland County, Inc.; 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**

***A copy of our complete terms and conditions will be provided upon request. Below are those terms identified by our contract staff as most frequently discussed with Contractors upon award and execution of a Contract.***

**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. In the event funds are unavailable, the Local Partnership may terminate this Contract by giving written notice to the Contractor specifying the effective date of termination.

**Statement of No Overdue Tax Debts:**

The Contractor certifies that it does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State, or local level. The Contractor understands that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.

**Relationship of the Parties:**

- A. 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.
- B. 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. The Contractor shall be responsible for the performance of all of its subcontractors.
- C. No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.
- D. 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 the 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.
- E. The Contractor agrees to indemnify and hold harmless the State of North Carolina (the "State"), the Division of Child Development and Early Education of the North Carolina Department of Health and Human Services (the "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.



**Insurance:**

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms and conditions of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract.

During the term of this Contract, the Contractor shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with this Contract. At a minimum, the Contractor shall provide and maintain Workers' Compensation/Employer's Liability, Commercial General Liability, and Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of this Contract as required to protect the State, the Division, NCPC, and the Local Partnership against claims that may arise from the Contractor's performance.