

REQUEST FOR PROPOSAL



Unified Communications as a Service

RFP # 210706-200

Date of Issue: July 6, 2021

Questions Due: July 19, 2021 by 5 PM (EST)

Answers Issued via Addendum: 5 PM (EST)

Proposals Due: August 13, 2021 by 5 PM (EST)

Issued for:

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Table of Contents

1	STATEMENT OF WORK	3
1.1	<i>Purpose</i>	3
1.2	<i>Coverage & Participation</i>	3
2	GENERAL INFORMATION.....	4
2.1	<i>Original RFP Document</i>	4
2.2	<i>The Enterprise</i>	4
2.3	<i>Schedule of Events</i>	6
3	PROPOSAL PREPARATION INSTRUCTIONS.....	6
3.1	<i>Vendor’s Understanding of the RFP</i>	6
3.2	<i>Good Faith Statement</i>	7
3.3	<i>Communication</i>	7
3.3.1	<i>Vendors’ Inquiries</i>	7
3.3.2	<i>Informal Communications</i>	7
3.3.3	<i>Formal Communications</i>	7
3.4	<i>Proposal Submission</i>	8
3.5	<i>Method of Award</i>	8
3.6	<i>Selection and Notification</i>	9
4	SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS	10
4.1	<i>Project Approach</i>	10
4.1.1	<i>System Scalability</i>	11
4.1.2	<i>Implementation</i>	11
4.1.3	<i>Product Support</i>	12
4.1.4	<i>Business Continuity</i>	13
5	VENDOR QUALIFICATIONS & REFERENCES	13
6	BUDGET & ESTIMATED PRICING	14
7	TERMS AND CONDITIONS	16
7.1	<i>Personal Information</i>	16
7.1.1	<i>General</i>	16
7.1.2	<i>Requested Personal Information</i>	16
7.2	<i>Non-Disclosure Agreement</i>	16
7.3	<i>Costs</i>	16
7.4	<i>Intellectual Property</i>	16
7.5	<i>Trade Secret Confidentiality</i>	16
7.6	<i>Respondent’s Responses</i>	17
7.7	<i>Governing Law</i>	17
7.8	<i>No Liability</i>	17
7.9	<i>Entire RFP</i>	17
7.10	<i>Certificate of Authority</i>	17
7.11	<i>Licenses/Certifications</i>	17
7.12	<i>Insurance</i>	17
7.13	<i>Non-Discrimination</i>	18
7.14	<i>Minority Participation</i>	18
7.15	<i>Federal Uniform Guidance</i>	18
7.16	<i>Assignment of Contract or Award</i>	18
7.17	<i>Independent Contractor</i>	18
7.18	<i>Non-Exclusive Contract</i>	19
7.19	<i>Right to Waive Minor Defect</i>	19
7.20	<i>Right to Reject any/all proposals</i>	19
7.21	<i>Withdrawal of Proposal</i>	19
8	VENDOR CERTIFICATIONS	20
8.1	<i>Certificate of Authority</i>	20
8.2	<i>Non-Collusion Affidavit</i>	22
8.3	<i>AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES</i>	23

1 Statement of Work

1.1 Purpose

Pender County is Requesting Proposals regarding replacement of our current on-premise Cisco Voice over IP (VoIP) system (the system) with a Cloud-Hosted Unified Communications as a Service (UCaaS) solution. The County has identified four (4) main reasons to move from an on-premise system to a Cloud-Hosted and Cloud-Managed system: Continuity of Operations, Mobility, Cost, and Functionality. We are seeking a business partner that can help Pender meet these needs by providing a reliable and cost effective UCaaS solution.

First, the current system provides for little redundancy, no continuity of operations, nor disaster recovery. Should the County be left without operating data centers after the wake of a natural or other disaster, we would have no means of communicating with our customers or business partners. By moving to a Cloud-Hosted/Cloud-Managed Solution, County staff can continue to make and receive calls from anywhere with an internet connection.

Second, the County wishes to provide for a mobile workforce. Our current system is on-premise and requires users to connect via VPN to use a softphone option. In addition, our system does not provide for mobile phone applications, nor can handsets be used outside of the County network. During the first wave of the COVID-19 pandemic, the County was challenged with continuing operations while allowing staff to Telework. Due to the lack of mobility, staff were required to forward desk phones to their mobile phones, which continuously posed challenges for both staff and ITS. The County wishes to provide users the ability to make and receive calls using smart phone applications, softphones, and handsets using any available internet connection without requiring a VPN or relying on County infrastructure.

Third, the County wishes to move from a Capital Expense model to an Operating Expense model for its Unified Communications; receiving a monthly bill, per user and/or device, rather than costly expenses to maintain an on-premise system. The County currently incurs monthly & annual costs for telco expenses (PRI and Long Distance), Hardware Support & Maintenance (Smartnet), and Software Support & Maintenance (Smartnet). In addition, upgrades to the system are costly, requires third party business partners, requires a great deal of ITS staff time, and causes downtime for end-users. Moving to the cloud would decrease required resources for our on-premise infrastructure and increase ITS staff efficiency.

Finally, the current VoIP system lacks features that the County has identified as a business need. The County's Call Manager licenses does not include a Call Center ability. Due to the countless calls about the COVID-19 vaccination, the County sought a Call Center as a Service option. This service proved itself as a critical business need for many Departments in the County. In addition, other features such as Paging, Call Recording, and Office 365 Integration would be invaluable to County Operations.

1.2 Coverage & Participation

The intended coverage of this RFP, and any agreement resulting from this solicitation, shall be for the use of all departments at Pender County along with any satellite offices. Pender County reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

This RFP is not an offer or contract for the services described in the RFP.

In addition, the RFP will be subject to the following terms and conditions:

- Your response to our RFP will become Pender County's property.
- You will not be compensated or reimbursed for costs incurred in preparing responses.
- Pender County is not obligated to contract for any of the products/services described in the RFP.
- Pender County may accept or reject any or all responses.

- Pender County may waive any anomalies in responses.
- Pender County may negotiate with any or all responders.
- Pender County may modify or cancel the RFP at any time.

2 General Information

2.1 Original RFP Document

Pender County shall retain the RFP, and all related terms and conditions, exhibits, and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

The RFP Documents (the "RFP") are:

- (a) This RFP document;
- (b) RFP Vendor Requirements from "UCaaS RFP Requirements Workbook" spreadsheet, including:
 - Requirements Scoring Sheet
 - Implementation Deliverables
 - SLA UCaaS Operations
 - CC Profiles & Volume

RFP Documents shall be read as a whole.

2.2 The Enterprise

Pender County is located on the coast of southeastern North Carolina. The estimated population in 2019 was 63,060. Extreme tropical weather events are common each year. Continuity of operations for local government services during these events is vital. A cloud-hosted and cloud-managed communication platform is key to the County's efforts to continuously improve service to citizens.

CURRENT ENVIRONMENT

The current phone system consists of three (3) virtual Cisco Unified Communications Manager (CUCM) Servers, three (3) virtual Cisco Unity Connection (CUC) server for Voicemail, one (1) IM & Presence Server for soft phone needs. The current version of Cisco Call manager is 12.5. The Current system includes 8 Voice Gateways, 4 AT&T PRI's, 580 DID's. The current system includes 487 VoIP handsets, and 13 Conference phones. The County currently uses PhonEX ONE for reporting purposes. Pender has a valid Microsoft O365 Agreement and has a combination of G3, G1, F3 and Kiosk licenses.

NETWORK

The Pender County network consists of 25 buildings located across the entirety of the County. In Burgaw, the County seat, most of the buildings are connected via private fiber to the Primary Data center. These connections are at minimum 1Gbps. Internet is currently served through the Primary Data Center. However, ITS is in the process of seeking a secondary internet connection for redundancy. Buildings outside of the County seat are connected via WAN/Interconnect services with various bandwidths.

CALL CENTER

During the Covid-19 Vaccination Roll-Out, the County opened a Covid-19 Hotline to handle the multitude of calls received daily. This Hotline uses a Cloud-Based Call Center system. The system was later expanded and a Call

Pender County RFP # 210706-200 Unified Communications as a Service

Center was setup at our Health Department; both Call Centers currently use 8 agents. This Call Center as a Service (CCaaS) has proven valuable and the County intends to expand this service to additional Departments with this need.

Current Call Statistics:

Health Department Call Center

Daily Average: 185

Average Maximum Wait Time: 1 Minutes

Maximum Callers in Queue: 13

Covid-19 Call Center

Daily Average: 400

Average Maximum Wait Time: 6 Minutes

Maximum Callers in Queue: 115

HANDSETS

The County is currently using the following Phone Models:

Model	Count	Lines	Type
Cisco 7937	5	1	Conference
Cisco 8831	8	1	Conference
Cisco 7811	2	1	Handset
Cisco 7911	57	1	Handset
Cisco 7821	10	2	Handset
Cisco 7940	39	2	Handset
Cisco 7941	72	2	Handset
Cisco 7942	138	2	Handset
Cisco 7945	28	2	Handset
Cisco 7841	45	4	Handset
Cisco 8811	2	5	Handset
Cisco 8841	1	5	Handset

Cisco 8961	1	5	Handset
Cisco 7960	25	6	Handset
Cisco 7961	3	6	Handset
Cisco 7961G-GE	1	6	Handset
Cisco 7962	27	6	Handset
Cisco 7965	33	6	Handset
Cisco 9971	3	6	Handset

2.3 Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization's needs or unforeseen circumstances. Changes to this schedule will be communicated by the method outlined in section 3.3 of this RFP.

Issuance of RFP	July 6, 2021
Vendor Bid Intentions	July 16, 2021
Technical Questions/Inquiries Due	July 19, 2021
Pender County Responses to Questions	July 23, 2021
RFP Closes	August 13, 2021
Target Date for Short List Selection	September 10, 2021
Presentations/Demos by short list selections	September 20 – 24, 2021
Proof of Concept by short list selections	October 4 – 15, 2021
Complete Initial Evaluation	October 18 – 22, 2021
Final vendor audit and customer references	November 1 – 12, 2021
Recommendation to BOC for Award	December 6, 2021

3 Proposal Preparation Instructions

3.1 Vendor's Understanding of the RFP

In responding to this RFP, the vendor fully accepts the responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Pender County as necessary to gain such understanding. Pender County reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, Pender County reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to Pender County.

3.2 Good Faith Statement

All information provided by Pender County in this RFP is offered in good faith. Individual items are subject to change at any time. Pender County makes no certification that any item is without error. Pender County is not responsible or liable for any use of the information or for any claims asserted therefrom.

3.3 Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

If something in this RFP is unclear, not technically feasible, or appears to preclude you from providing Pender County with your best response, by all means ask questions that will help you to shape your response according to Pender County's requirements. Pender County believes that your willingness to ask questions when the RFP is unclear and to point out what may be unwise directions in our RFP are indicators of your professionalism and future performance. Also, we accept that you are experts at performing the services described in this RFP. Therefore, unless you ask questions, we assume you fully understand and accept your role in achieving Pender County's goals, delivering specific business benefits, and building and maintaining the desired relationship with us.

3.3.1 Vendors' Inquiries

Applicable terms and conditions herein shall govern communications and inquiries between Pender County and vendors as they relate to this RFP. Vendors' inquiries, questions, and requests for clarification related to this RFP are to be directed through Pender County's contact listed below.

Attention: Trisha Newton
Telephone: 910-259-1281
Email: purchasing@pendercountync.gov

3.3.2 Informal Communications

Informal communications shall include, but are not limited to: requests from/to vendors or vendors' representatives in any capacity, to/from any Pender County employee or representative of any kind or capacity with the exception of Pender County for information, comments, and speculation.

Inquiries for clarifications and information that will not require addenda may be submitted via the email address listed in section 3.3.1 of this RFP.

3.3.3. Formal Communications

Formal communications shall include, but are not limited to:

- Questions concerning this RFP: Questions must be submitted through the method described in section 3.3.1 and be received prior to July 19th.
- Errors and omissions in this RFP and enhancements: Vendors shall bring to Pender County any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to Pender County any enhancements that might be in the best interests of Pender County. These recommendations must be submitted through the method described in section 3.3.1 and be received prior to July 19th.

Pender County RFP # 210706-200 Unified Communications as a Service

- Inquiries about technical interpretations must be submitted through the method described in section 3.3.1 and be received prior to July 19th.
- Inquiries for clarifications/information that will not require addenda must be submitted through the method described in section 3.3.1 and be received prior to July 19th.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

Addenda: Pender County will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within seven (7) business days. Addenda will be distributed via the contact information described in section 3.3.1.

Pender County will respond at its discretion to any questions/requests for clarification that require addenda, if received by Pender County after July 19th.

3.4 Proposal Submission

Careful and complete preparation of the proposal is essential to ensure consideration and timely evaluation. Incomplete or unspecified information may hinder the evaluation process and impair the vendor's chance for success. Volume in place of conciseness will be detrimental to the vendor.

Please enter proposal information in a standalone document, except for requirements comments, which should be entered in the spreadsheet "UCaaS RFP Requirements Workbook" attached to the initial communication.

The vendor shall be exclusively responsible for costs incurred in preparing and submitting a proposal in response to Pender County's RFP. Pender County reserves the right to not take action on any vendor's proposal.

All proposals must be submitted electronically via the email address listed in section 3.3.1 on or prior to August 13th. Pender County will only consider proposals that are received via this submission method.

3.5 Method of Award

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and enterprise. The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to supply Pender County with MSP identified in the Scope of Work.

A detailed evaluation of each vendor proposal will be conducted by the Assessment Team and includes a review of all related documents. Although written proposals will provide a great deal of input the selection team will also evaluate the following:

Evaluation Criteria:

1. Capability of vendor to meet or exceed requirements set forth in Scope of Work.
2. Expressed interest in working with Pender County and ability of vendor to communicate its vision and capacity for establishing a relationship that addresses current and future needs and trends in the industry.
3. How completely and concisely you respond to this RFP. We will view your ability to follow our RFP process to be an indicator of your ability to follow Pender County's directions after contract award and of your willingness to build and maintain the type of open, professional relationship with Pender County that this effort requires.

Pender County RFP # 210706-200 Unified Communications as a Service

4. Affordability of services and solutions proposed by the vendor.
5. Overall approach and experience for implementation of managed services offerings for other similarly sized organizations and industry (Local Government).
6. Customer reference feedback for other similarly sized organizations and industry within the last 1 year.
7. Financial stability of vendor.
8. Information from formal presentations (finalists).
9. Willingness to engage in Pilot Program (finalists).
10. Input from research organizations and industry publications.
11. Longevity in the UCaaS business.
12. Flexibility when setting up and rolling out our new system, including connectivity to proprietary software.
13. Support capability pre- and post- cut both onsite and remote.
14. Dedicated and responsive project manager and software specialist/designer for the duration of the project.
15. Robust reporting capability.
16. Detailed implementation plan for both hardware (handsets, etc.), software (wherever relevant) and system provisioning; include associated costs for implementation, maintenance, security, upgrades and patching.
17. Projected timeline for meeting project completion date.

Vendors are encouraged to supply additional information that has been gained through experiences that are appropriate and that provide value to Pender County's program.

3.6 Selection and Notification

Vendors determined by Pender County to possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to these vendors via the email. Those vendors not selected for the negotiation phase will be notified via email.

Do not hold features in reserve waiting for Pender County to give you one more chance to provide us with your best and final offer. Every time you deal with us, you should act as if it is your last and final chance to win our business, because as we stated earlier: Pender County reserves the right to contract with any party at any time, without further discussion or notice to other respondents, or to not contract with any of the respondents at all. Specifically, this means that you should: always offer us personnel skilled in working with identical or similar systems and, in the event that you make it to the Negotiation Phase, have all necessary decision makers available during negotiations in order to conclude the deal.

It is Pender County's intent that after evaluating all vendor responses we will identify two or more respondents whose responses best address our requirements. These selected respondents will then enter a Negotiation Phase. During the Negotiation Phase, we will conduct concurrent (but separate) clarification discussions/negotiations over specific points with each of the selected respondents. It is our intent to award a contract(s) to the winning respondent(s) only after we have addressed all our concerns with each potential respondent that makes it to the Negotiation Phase. Notwithstanding the above, however, Pender County reserves the right to enter into a formal Agreement with any party, at any time, for any reason, or not to contract with any party at all.

4 Scope of Work, Specifications & Requirements

In Scope

1. All items listed in RFP Requirements Document
2. Porting of existing County-Owned DID's to vendor's telecom system
3. End-user licenses for all affected users.
4. All business readiness activities (network readiness assessment, procedure update, tip sheets, deployment communication to impacted) will be supported by the vendor.
5. Procedures to order new VoIP phones and lines of service either at existing or new locations.
6. Microsoft Ecosystem
7. "White Glove" setup of Handsets (pre-programmed phones arrive for IT Deployment)
8. Conference phones, audio conferencing, and call recording specific to in-location users.

Out of Scope

1. No data will be transferred from the current system.
2. Management of legacy telephony CDR data.
3. Wireless voice and data (Wi-Fi).
4. Fax machines and fax lines will not be migrated to VoIP. The County currently uses a Fax as a Service system.
5. Voicemail messages from any legacy systems will not be migrated to the new VoIP voicemail system. (All previously recorded voice messages will be deleted as part of decommissioning efforts.)
6. Other non-standard VoIP features and functionality not listed as in scope or requirements document.
7. Video conferencing hardware systems.
8. Network upgrades including bandwidth upgrades.
9. Broadcast voicemail.
10. Decommissioning of legacy phones.
11. Decommissioning of legacy VoIP System and Servers
12. Historical CDR data from legacy platform will not be provided as it is not a legacy service offering
13. Installation of Handset Devices (handset devices are to be deployed by IT Staff)

4.1 Project Approach

Requirements:

- Detailed solution requirements are provided as an Excel document attached to this document, titled "UCaaS RFP Requirements Workbook".

Pender County RFP # 210706-200 Unified Communications as a Service

- All requirements must be answered by vendors using the scoring scale within the aforementioned requirements document. Any additional notes or comments can be added in the notes column within the document.

Vendor must only present solutions that are sourced from their own companies or subsidiaries portfolio. Any components of the response that include 3rd party, co-location, sub-contracting, partnering or other similar situations need to be approved by Pender County prior to engagement. In the event that you intend to subcontract the provision of any product or service to a third party, you will be deemed to be the prime contracting entity with sole responsibility for delivery. You must also identify any and all third party or parties whose efforts or products are included in your response (including their company name, point of contact's name, point of contact's phone number, fax number, email address, and the company's street address). You must explain the relationship (including detailing what services and/or products each third party will perform or provide) and, for each third party included in your response, warrant your right and ability to sell, resell, license, sub-license, and/or contract for the services to be provided by each third party. Every subcontractor approved by the vendor must be contractually obliged to conform to the Agreement between Pender County and the vendor.

The vendor will nevertheless retain full responsibility and liability for the services and deliverables delivered by any subcontractors. You must also state and demonstrate your willingness to be contractually responsible for delivery of all services and/or products necessary to fulfill the RFP requirements, notwithstanding any stated intention on your part to use a third party or parties to provide any specific services or products to Pender County.

You should expressly disclose if you intend to invite a third party to participate in further discussions and presentations with Pender County, and Pender County expects you to internally coordinate your presentations and positions. Pender County will then inform you whether, how, and when it is interested to directly meet and enter into discussions with such third party. Please let us also know in writing if you have entered into teaming or other agreements with any third party that prevents that party or yourself from making a separate response.

In addition to the above requirements, vendors should also respond to the following:

4.1.1 System Scalability

- Indicate the degree to which your solution(s) can be scaled. Indicate both the degree to which the UCaaS solution can be scaled (e.g. whether and how additional agents can be added to meet service level requirements) and the timeframe in which it could be done.
- Indicate the degree to which your solution(s) can be descaled.

4.1.2 Implementation

Implementation & Configuration

- Describe the process by which user licenses for your solution are issued.
- Describe the process by which the UCaaS solution is deployed. Include any tasks that must be performed on systems or devices already deployed (such as network configuration and third-party solution integration). Include any tasks expected to be performed by Pender County ITS or resources.
- Describe the process by which the required functionality is initially configured. Include the creation of administrative accounts, adding key features, policy creation, etc.

4.1.3 Product Support

Describe how you work with clients to deliver your UCaaS solution.

1. Customer support

- Do you provide toll-free customer support 24 hours a day, seven days a week? Please specify all paid and unpaid support options.

2. Geographic and language support

- Do you provide North American, English speaking based support?
- Is your support provided from within the United States? What other countries is your support based?

3. User manuals

- Do you provide a complete set of user manuals (either in hardcopy, softcopy, or via a searchable software/web interface) for all software applications to document and explain system features and functions?
- How often are manuals updated?

4. Implementation support

- Provide a timeline and step-by-step process for implementation, including the project management duties and responsibilities. We want the same project manager and software designer/specialist dedicated to our project throughout the planning and implementation.
- Do you provide complete turnkey, onsite implementation, and project management support? Please specify which support will be included and which is provided for an additional fee. Also specify whether support is available direct from the vendor or provided through a partner.
- Describe the vendor's approach for enabling remote workers; to include remote call center agents and supervisors.
- Describe how administrator profiles are established, the steps involved configuring and connecting the UCaaS solution, setting up a new user, the system tools available for proactive monitoring and end-to-end performance, all third-party tools needed for end-to-end service management, all reporting tools for performance and usage reporting per user, and how administration can be performed remotely.
- Describe the maintenance support for the UCaaS solution, pre- and post-cut-over.

5. Training

- Describe the type of training provided to administrators. Specify whether training is available direct from the vendor or provided through a partner.
- Outline the vendor's knowledge transfer approach between Pender County's subject matter experts and vendor's subject matter experts.

6. Software updates

- Do you provide future software releases and updates to all applications as part of regular software maintenance fees?
- Please specify the software update process and typical time between releases.

7. Performance monitoring

- Do you provide remote software monitoring to identify anomalies and provide automatic upgrades?

4.1.4 Business Continuity

- Please describe your business continuity plan to ensure these above service level requirements are upheld by the vendor, should the vendor come into difficulty (such as, but not limited to, financially, through natural disaster, or pandemic).
- Describe the process for how the vendor successfully helped their clients to respond to COVID-19 and/or COVID-19 Vaccinations with a case study, between March 2020 – July 2021.
- The vendor understands that they will be liable for any punitive or financial measures Pender County faces as a direct result of UCaaS service level requirements not being met.

5 Vendor Qualifications & References

All vendors must provide the following information in order for their proposal to be considered:

Vendors must address all information specified by this RFP. The County reserves the right to verify any information contained in the vendor's RFP response, and to request additional information after the RFP response has been received. Any supplemental information provided must be in writing and will become part of the proposal.

Marketing brochures included as part of the main body of the bid response will not be considered. Such material must be submitted only as attachments and must not be used as a substitute for written responses. In case of any conflict between the content in the attachments and a vendor's answers in the body of the proposal, the latter will prevail.

A vendor must provide the following information in order for its proposal to be considered:

- Full legal name of the company, year business was established, number of people currently employed, and income statement and balance sheet for each of the two most recently completed fiscal years certified by a public accountant.
- Capability to fulfill the County's project requirements
- An outline of the product line-up and/or services the vendor current supports.
- A sample project implementation plan (based on County's current user and handset count).
- A description of its geographic reach and market penetration.
- An outline of its partnerships and relationships to date.
- An outline of its current and future strategies in the marketplace to include roadmap, future initiatives and plans.
- Information on current clients, including total number of current clients, a list of local government clients, and evidence of successful completion of a project of a similar size and complexity.
- Pricing for solution, licensing, and implementation.
- Description of pilot and/or sandboxing of solution available to the County; Included but not limited to:
 - Costs of provisioning Pilot program
 - Number of users included in pilot

Pender County RFP # 210706-200 Unified Communications as a Service

- Duration of pilot
- Extent of the features included in the pilot
- Point of contact, method of support request and support escalation path(s)
- Three (3) local government customer references, of a similar size, within the United States.
- Standard Master Services Agreement and SOW format documenting the services being provided. The vendor’s standard template of governing terms and conditions should be submitted with an Order Form outlining the services custom to the County.
 - This in no way binds the County to purchase recommended services. It is to be used as an evaluation tool of the overall proposal.

Please respond with all of the above information in separate documents.

For shortlisted vendors, the County will ask that you provide details of three (3) customers for reference that fit with the County’s industry, organization size, and general revenues of \$100-150 million. References should include information about the contract and services provided, as well as contact information for the client’s project manager or other senior staff members familiar with the project. The County reserves the right to contact these references and discuss the client’s level of satisfaction with the vendor and its services.

6 Budget & Estimated Pricing

All vendors must fill out the following cost breakdown for the implementation of their managed service for Pender County’s project as described in this RFP. The vendor must agree to keep these prices valid for 180 (one hundred eighty) days as of August 13th.

The vendor shall submit a bid that reflects its preferred approach and philosophy toward fees and risk sharing. The vendor shall also explain additional costs or fees not included in rates and travel expense. If contingency factors are included, please explain in writing. Please include assumptions in the pricing estimates.

Do not hold features in reserve waiting for Pender County to give you one more chance to provide us with your best and final offer. We ask that you always offer us personnel skilled in working with identical or similar systems and, in the event that you make it to the Negotiation Phase, have all necessary decision makers available during negotiations in order to conclude the deal.

Five-Year Total Cost Summary						
Costs	Total	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware						
Licensing						
Installation						

Five-Year Total Cost Summary						
Costs	Total	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance						
Documentation & Training						
Project Management						
Software						
Miscellaneous						
Other						
Total:						

Cost Categories

Hardware: List, describe, and record the cost of each piece of hardware that is required. This includes costs for handsets and conference phones comparable to models outlined in section 2.2 of this RFP.

Licensing: List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed solution.

Installation: Describe any labor, equipment, supplies, design time, or other costs associated with installing your proposed solution. This includes costs for “White-Glove” service of pre-programming handsets and shipping to Pender’s desired location.

Maintenance: Describe and determine any other ongoing costs associated with the operation and maintenance of your proposed solution.

Documentation & Training: If there are fees associated with your user or technical documentation, list them here.

Project Management: If there are project management fees associated with your proposed solution, list and describe them here.

Software: List, describe, and record the cost of each piece of software that is required.

Miscellaneous: List and describe any other costs associated with your proposed solution.

The vendor must agree to keep these prices valid for 180 (one hundred eighty) days as of August 13th.

7 Terms and Conditions

7.1 Personal Information

7.1.1 General

Depending on the circumstances, Pender County may require information related to the qualifications and experience of persons who are proposed or available to provide services. This may include, but is not limited to, resumes, documentation of accreditation, and/or letters of reference. The respondent should not submit, as part of its response, any information related to the qualifications and experience of persons who are proposed or available to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation, will be returned immediately to the respondent. Pender County will treat this information in accordance with the provisions of this section 7.1.1.

7.1.2 Requested Personal Information

Any personal information that is requested from each respondent by Pender County shall only be used to consider the qualified individuals to undertake the project/services, and to confirm that the work performed is consistent with these qualifications. It is the responsibility of each respondent to obtain the consent of such individuals prior to providing the information to Pender County. Pender County will consider that the appropriate consents have been obtained for the disclosure to and use by Pender County of the requested information for the purposes described.

7.2 Non-Disclosure Agreement

Pender County reserves the right to require any respondent to enter into a non-disclosure agreement.

7.3 Costs

The RFP does not obligate Pender County to pay for any costs, of any kind whatsoever, which may be incurred by a respondent or any third parties, in connection with the response. All responses and supporting documentation shall become the property of Pender County, subject to claims of confidentiality in respect of the response and supporting documentation.

7.4 Intellectual Property

The respondent should not use any intellectual property of Pender County including, but not limited to, all logos, registered trademarks, or trade names of Pender County, at any time without the prior written approval of Pender County, as appropriate.

7.5 Trade Secret Confidentiality

Proposals submitted shall be subject to public inspection. According to General Statutes 132-1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates that which is trade secret and requests that it be kept confidential. Marking the entire proposal confidential may be grounds for rejection of the proposal.

7.6 Respondent's Responses

All accepted responses shall become the property of Pender County and will not be returned.

7.7 Governing Law

This RFP and the Respondent's Response shall be governed by the local jurisdiction of Pender County, North Carolina and the federal laws of the United States of America. The Vendor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. The Vendor shall at all times observe and comply with all such laws, ordinances, and regulations. The venue for any legal actions arising will be brought in the local jurisdiction of Pender County, NC.

7.8 No Liability

Pender County shall not be liable to any respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the respondent responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document, or provided during the RFP process.

7.9 Entire RFP

This RFP, UCaaS RFP Requirements Workbook, any addenda to it, and any attached schedules, constitute the entire RFP.

7.10 Certificate of Authority

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

7.11 Licenses/Certifications

The successful vendor will be required to secure, at its expense, the proper occupational license and/or any other license required of the applicable work being performed. Proof of license and/or certification may be required prior to award.

7.12 Insurance

Vendors responding to this solicitation shall show appropriate insurance coverage levels for providing the types of services described above. Upon selection, the selected firm shall provide specific insurance certificates naming Pender County as an additional insured for the required insurance categories of coverage. This shall include

General Liability Insurance of not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. Additionally, Automobile Liability Insurance and Cyber Liability Insurance (for Vendors with access to the Pender County Network) may be required. Vendor shall produce an Insurance Certificate evidencing such coverage at the request of the County.

The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

7.13 Non-Discrimination

The Vendor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability, or national origin. To the extent applicable, Vendor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state, and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at County's option, in a termination or suspension of this agreement in whole or in part.

7.14 Minority Participation

Minority/women business enterprises shall have maximum opportunity to compete for and participate in its procurement and contracting activities. The County and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of its contracts.

7.15 Federal Uniform Guidance

If the source of funds for this contract are federal funds, the following federal provisions would apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324).

Pursuant to Session Law 2013-418, Bidder shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Upon execution of contract, County requires an affidavit attesting to Bidder's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

7.16 Assignment of Contract or Award

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

7.17 Independent Contractor

The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County..

7.18 Non-Exclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected Contractor. The contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources.

7.19 Right to Waive Minor Defects

Pender County reserves the right to waive informalities or minor deviations or defects in bids/proposals. Determinations will be at the sole discretion of Pender County and in the best interest of the County.

7.20 Right to Reject any/all proposals

Pender County reserves the right to reject any/all proposals.

7.21 Withdrawal of Proposal

Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the RFP prior to the time for opening bids identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request.

8 Vendor Certifications

8.1 Certificate of Authority

This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to *Request for Proposal for Unified Communications as a Service Solution* issued by Pender County. The undersigned is a duly authorized officer, hereby certifies that:

(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 180 (one hundred eighty) calendar days as of the Due Date of the RFP.

The undersigned further certify that their firm (check one):

IS

IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. In addition, the vendor does not currently present a known conflict of interest with Pender County Government and its employees, unless otherwise specified below.

The undersigned agree to notify Pender County of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate on behalf of this firm for the purposes of this RFP are:

Name:

Title:

Signature:

Date:

Pender County RFP # 210706-200 Unified Communications as a Service

Name:

Title:

Signature:

Date:

Signature of Authorized Officer:

Name:

Title:

Signature:

Date:

8.2 Non-Collusion Affidavit

State of North Carolina

County of Pender

_____, being first duly sworn, deposes and says that: _____

I. He/She is the _____ (title) of _____ (firm's name), the responder that has submitted the attached response;

2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;

3. Such response is genuine and is not a collusive or sham response.

4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Pender County or any person interested in the proposed contract.

Signature: _____

Title: _____

Date: _____

NOTARIZE

Subscribed and sworn to before me,

This _____ day of _____, 20__ (NOTARY SEAL)

Notary Public _____

My Commission Expires: _____

8.3 AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.

Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.

All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.

Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes

NOTARIZE

Subscribed and sworn to before me,

This _____ day of _____, 20____ (NOTARY SEAL)

Notary Public _____

My Commission Expires: _____

■ END ■