

# REQUEST FOR PROPOSALS (RFP)

BID NUMBER: IT2021

ISSUE DATE: December 10, 2021

OPENING DATE: December 30, 2021

OPENING TIME: 4:00PM

Bid Opening Location: Pineville Town Hall, 200 Dover Street, Pineville NC 28134

**PROCUREMENT FOR: Managed IT Leadership, Support and Engineering Services**

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

**Mailing Address: Town Manager, Town of Pineville, PO Box 249, Pineville NC 28134**

**Street Address: Town Manager, Town of Pineville, 200 Dover Street, Pineville NC 28134**

## IMPORTANT OFFEROR NOTES:

1. Bid Number & Title must be shown on the OUTSIDE of the delivery package.
2. SHIPPING NOTES – We do not know the time FedEx Next Day or UPS deliveries arrive at Town Hall.
3. You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

Purchasing Contacts: Town Manager

Phone: 704-889-2291

Fax: 704-889-2293

E-mail: [rspitzer@pinevillenc.gov](mailto:rspitzer@pinevillenc.gov)

*This solicitation does not commit Town of Pineville to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Town Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The Town assumes no responsibility for delivery of bids that are mailed. Town of Pineville reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.*

<i>Item</i>	<i>Date</i>	<i>Time</i>	<i>Location</i>
Advertised Date:	December 10, 2021	-	-
Deadline for Questions:	December 21, 2021	2:00PM	Mail, email, fax
Bids Must be Received on/or Before:	December 30, 2021	4:00PM	200 Dover Street PO Box 249 Pineville, NC 28134
Bid Opening:	December 30, 2021	4:15PM	

## RFP #IT2021

### IT Managed Support and Engineering Services

#### Introduction (Section A)

Town of Pineville, North Carolina is located in the western third of North Carolina, between Charlotte to the north and Fort Mill, SC to the south. The Town has a total land area of 3.6 square miles and a population of ~10,600 citizens. It provides most standard Town services including public works, police, planning and community development, finance, parks and recreation services, fire, and administrative and support functions. Uniquely, the Town also provides electric, data, and telephone services to residential and commercial customers. The Town employs approximately 100 people and has an annual budget of \$28,080,350 including the electric and telephone utilities.

#### Purpose (Section B)

1. Provide expert managed information technology (IT) support and services to the Town.
2. Provide IT leadership and direction (Software, Infrastructure and Hardware).
3. Standardize IT services across all Town departments.
4. Continually review IT status with Town Management to ensure high adoption rates of deployed technologies.
5. Minimize downtime and technical support costs.
6. Maximize return on investment in IT services.
7. Maintain appropriate refresh programs (considering security, performance and cost).
8. Standardize the IT environment where practical.
9. Work with Town staff to ensure appropriate balance in use of "Business Software" is being achieved to provide quality services to the Town's citizens, utility customers and internal customers.

#### Scope (Section C)

##### General (Section C.1)

The Town is seeking a qualified company to provide 24/7/365 managed information technology (IT) support and services.

1. The vendor must provide a virtual CIO (chief information officer) that can be onsite initially monthly to provide direction to the Town's IT Leadership Group.
  - a. On-going schedule to be determined at an agreed upon check point
2. Town of Pineville IT support Roles/Skillsets required:
  - a. Director/vCIO – Planning, Strategy, Leadership
  - b. Support Engineering Services – Network design and management; Data Backup and management; Disaster Recovery Management
  - c. Support Technical Services – Helpdesk and technical support
  - d. IT vendor management (hardware and software systems)
    - i. Vendor evaluation and performance monitoring
    - ii. Contract negotiation and maintenance
  - e. Project Management Services (as-needed) – Provide project manager services, as needed, at pre-determined rate to represent Town's interest when implementing project based solutions (Town Software, Fiber network, etc.)
3. The vendor must coordinate with the Town's management team on IT matters.
4. The vendor must provide qualified engineering support for the Town's network and other mission-critical IT infrastructure.
5. The vendor will assume overall IT responsibility for all departments in the Town.
6. Vendor must provide a plan to create and facilitate a Town Information Technology Leadership Group (ITG) responsible for making IT leadership and investment decisions.
7. Vendor must provide and manage IT helpdesk consisting of Service Level Agreement (SLA) designations, ticketing/reporting tools and clear management of service expectations.

## **Expected IT Environment (Section C.2)**

The selected vendor provides full managed care services, and is responsible for the day-to-day IT operations for the Town; help desk staff report to the virtual CIO, who provides guidance based on knowledge of the Town's organizational design and service goals:

### ***(Section C.2.a)***

1. Vendor Help Desk and onsite techs are responsible for the support of desktop PCs, notebooks, tablets, office automation equipment, cell phones, network equipment, video conferencing, in-car IT equipment for Police and security cameras. The availability of VoIP device support is preferred.
2. Vendor Engineering is responsible for Town and Police server management and general network administration in compliance with accepted best practices for Microsoft Active Directory networks, and CJIS guidelines as applicable.
3. Vendor Engineering is responsible for designing, planning, and implementing project work with the assistance and input of the Town's IT Leadership Group.
4. Vendor Engineering is responsible for monitoring Town systems and at minimum monthly reporting using acknowledged industry-standard metrics.
5. Vendor is responsible for designing and managing data backup solutions and disaster recovery solutions

6. Vendor is responsible for managing SLA requirements using acknowledged industry-standard metrics based on a service desk (“Help Desk”) ticketing system provided by the vendor; the system in use should be specified in the response.

The primary IT infrastructure is distributed at (3) different locations in the Town and consists of:

***(Section C.2.b)***

1. Currently (2) unassociated domains, (1) containing Town/Utilities OUs, the other containing Police Department OUs. These should be integrated for centralized security management.
2. The Town infrastructure consists of (9) VMware instances on (2) Dell servers plus (1) server offsite on fiber for Veeam backup. There ~30 PCs in use; minimal mobile devices are in use. Facilities interconnections mostly DSL, with the possibility of a move to Town-owned fiber in the future.
3. The Town/Utilities network core employs Cisco infrastructure; other facilities currently use the DSL modem/router/switches provided by Pineville Telecommunications. There is no VPN connectivity configured at this time.
4. The Pineville Police infrastructure consists currently of (4) 2003 servers that must be planned for replacement. A server loading analysis should be conducted to provide data for an appropriate virtualization plan. There ~20 PCs in use, and ~35 MDTs in use; monitoring is required for these non-domain laptops.
5. The Pineville Police network core consists of D-Link switches, and Verizon air cards in the patrol cars. This network approach should be evaluated for proper throughput and manageability, with an upgrade plan developed as appropriate.
6. Pineville Police Department also operates a PSAP using Southern Software’s CAD system.
7. Pineville Police has a reciprocal agreement with the Town of Cornelius; (1) domain controller (“BDC”) for the each organization is located in the other’s data center.
8. The Town has camera devices throughout Town facilities, and associated DVRs, that will need to be monitored and maintained.
9. The Town has WiFi devices in all facilities that should be monitored and maintained by the vendor.
10. Telephony is currently not inter-facility, and is based on POTS service from Pineville Telecommunications.

The IT applications and support services include, but are not necessarily limited to:

***(Section C.2.c)***

1. eLation telephony service software (direct support provided by Innovative Systems Inc.)
2. Windows 7/10, Server 2008/2008R2/2012R2 and Microsoft Office 2010 and above
3. Southern Software RMS and CAD
4. Rackspace-hosted Exchange mail service at this time; Migrating to Office 365 and experience is preferred
5. SEP Cloud

## Vendor Responsibilities (section C.3)

1. The selected vendor(s) must be able to provide a virtual CIO for both onsite and as-needed services to oversee the successful management of the Town's IT operations. The vendor must be able to provide high-level engineering support for mission-critical IT functions (servers, network infrastructure, etc.).
2. vCIO will be the primary point of contact and chief person responsible to the Town Manager for strategic IT initiatives and major issues. vCIO must be available onsite to meet bi-weekly with Town administrators and staff, if they so request (maximum 4 days per month if needed during project cycles) and at minimum (1) day per month.
3. vCIO will provide an annual technology plan to the Town with justifications and budgeting, as well as provide IT planning and recommendations as the Town's needs arise.
4. vCIO will provide direction to and conduct ongoing management of the vendor's support staff assigned to the Town's account. The vCIO will communicate IT goals and help establish priorities and timelines.
5. Engineering services will monitor the Town's mission-critical infrastructure and assist in resolving escalated IT issues.
6. Guide Town on IT-related regulatory issues (CJIS, PCI, etc.) and assist with IT Security Audits.
7. Assure that the Town's technology policies and practices adhere to accepted IT best practices with regards to data and system security, backup, compliance, and risk management.
8. Must provide timely and full system administration and engineering support for the Town's critical networking infrastructure and IT solutions

Provide network monitoring and full support for all Town equipment that is network-connected:

1. Network monitoring (Minimum requirements: ping, CPU, memory state, temperature, uptime, power supply, and fan state).
2. Server and computer monitoring (Minimum requirements: ping, CPU utilization, CPU uptime, memory utilization, network utilization, critical service state, drive space utilization, and antivirus).

## Company Overview (section D)

Provide the following company information:

1. Official registered name, address, main telephone number, toll-free numbers, and facsimile numbers.
2. Key contact name, title, address (if different from above address), direct telephone and fax numbers.
3. Brief history, including year established and number of years your company has been offering Information Technology services.
4. Standard SLA's and operational procedures for like clients

## References (section E)

1. Provide at least three (3) references, local government preferred, of similar size and scope. Include a contact name, phone number, services provided, length of service, and email address.

## Client Relationship Management (section F)

1. Describe how you would manage customer relationship with Town support clients.

2. Resumes (including dates of all relevant experience) of all staff expected to support Town of Pineville and an organization chart explaining the reporting relationships. Include all relevant IT certifications held by staff that impact support of the Town.
3. Describe how you will propose changes in technicians assigned to the contract and seek approval for such changes from the Town.
4. Describe your training programs, re: commodity products like Windows Networking features and Microsoft Office.
5. Describe all support staff positions that would be expected to serve Town of Pineville, including executive, project, and account staff.
6. Describe the responsibilities of each individual position proposed to be assigned to Town of Pineville's account.
7. Describe your firm's approach for supporting your client's industry specific business software needs and facilitating best practices in this respect
8. Describe the hours of operation for on-site staff as well as help desk staff.
9. Describe how afterhours support would be available.
10. Describe how a substitute vCIO will be assigned to cover for the Town whenever the primary CIO is unavailable (vacation, sick, etc.).
11. Describe how you would report to Town contacts and users about status of systems, elicit needs of users, needs for change, etc.

## **Service Levels (section G)**

Describe service levels you will provide to the Town:

1. Describe your work order/trouble ticket system.
2. Describe availability of key staff during normal business hours.
3. Describe how staff is available 24/7/365.
4. Provide your guaranteed response time for issues dependent upon severity and time of day.
5. Provide your average response time for after-hours issues
6. How are scheduled downtimes determined; how communicated?
7. How do you propose that the service level agreement be enforced?
8. Describe your communication strategy for keeping clients informed of system conditions and changes.
9. Describe how your CIO will work with the Town's elected officials and top management to ascertain strategic goals/priorities and then plan to ensure that the Town's IT systems will be aligned with those strategic directions.
10. Describe how your CIO will provide leadership and provide assistance to the Town's ITG.
11. Describe how you would ensure the Town's IT infrastructure maintains its usefulness, viability, compatibility, and dependability.
12. Describe your approach to planning for disaster recovery that will meet the Town's needs, as developed with the ITG.
13. Describe your approach to planning for and maintain data backups and archiving for your customers
14. Describe how your CIO will be scheduled to work on-site bi-weekly and describe any special requirements that would need to be filled by the Town.
15. Describe how major system implementations and upgrades would be applied and what upgrades would require additional fees.

16. Describe any in-house project management skills your organization maintains (software/hardware) implementations.

### **Monitoring (section H)**

1. Describe your monitoring tools and strategies to monitor and ensure the stability of the computing and communication environment in the Town.
2. Describe how these monitoring results would be communicated to Town of Pineville. Include sample reporting.

### **Documentation and Records (section I)**

1. Describe how you would provide written reports to the Town on IT planning recommendations.
2. Describe how you would document and record maintenance, installation, performance, and changes to the system.
3. Describe the documentation that you would make available to Town of Pineville at the end of the contract period.
4. Describe how you would maintain confidentiality in strict conformance with CJIS and other confidentiality laws and regulations.

### **Background Checks (section J)**

1. Verify that all company employees have passed an employer background check.
2. Certify that all approved engineers and key support staff have:
  - a. Successfully completed the Criminal Justice Information System (CJIS) Security & Awareness Training Course for the Level 1 CJIS Security Test with any valid NC law enforcement agency.
  - b. Passed the CJIS / NCIC law enforcement background check to verify no pertinent criminal history. Additionally they have met all requirements of that portion of the computer systems and network infrastructure interfacing directly or indirectly with the DOJ network for the Interstate exchange of criminal history/criminal justice information.

### **Fees (section K)**

Provide all fees associated with the proposed contract for services:

1. Fees for service onboarding, including Active Directory integration of all non-mobile PCs and servers
2. Ongoing monthly fees (describe what is included and excluded)
3. Fees for extra (more than 4 days monthly maximum) on-site meetings by the vCIO as required by the Town
4. Project management fees
5. Optional fees:
  - a. Special IT services (such as new system implementations, network audits, etc.)
  - b. Emergency response (such as disaster recovery)

## Significant Evaluation Factors (section L)

Responses shall be reviewed on these critical factors with the indicated relative importance factors.

Fees	20%
Company experience, certifications, expertise, references from similar agencies	25%
Client Relationship Approach	20%
Service Levels	20%
Management (Change Control, Monitoring, Documentation)	15%

## Instructions for Providers

### RFP #IT2021

### IT Managed Support and Engineering Services Provider

#### ***1. Submission of Questions***

Questions must be submitted in writing via electronic mail (email) to the Issuing Officer no later than the "Deadline for Questions" cutoff identified in the Bid Timeline on page four (4) in order to generate an official answer. All written questions will receive an official written response from the Town Purchasing Office and will become added to the solicitation.

The Town reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official Town position. The only official position of the Town is that which is stated in writing and issued in the solicitation as added thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon.

SEND QUESTIONS TO:

Town Manager

PO Box 249

Pineville NC 28134

[rspitzer@pinevillenc.gov](mailto:rspitzer@pinevillenc.gov)

#### ***2. Bid Submission***

Written, sealed public bids for a Term Contract to provide IT Managed Support and Engineering Services Provider shall be received in the Town's PURCHASING DEPT until the cut-off time shown in the bid timeline on

page (3) of this document. Bids that are not in the Town's possession prior to the stated opening date and time will be considered NON-RESPONSIVE and returned unopened. An official authorized to bind the offer must sign all proposals submitted.

### ***3. Important Offeror Notes:***

- 1) Bid Number & Title must be shown on the OUTSIDE of the delivery package.
- 2) Please contact Fedex and UPS to confirm next day delivery will arrive on time.
- 3) Inclement Weather/Closure of Town Hall
  - a) If the Town Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- 4) One (1) unbound, reproducible ORIGINAL of your proposal must be submitted in a sealed envelope and clearly marked on the outermost container as follows:
  - a) OFFEROR'S NAME
  - b) BID ITEM NAME
  - c) BID NUMBER
- 5) No Bidder may submit more than one bid. Multiple bids for different vendors but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

### ***Definitions:***

The terms "Proposer", "Offeror", "Vendor" or "Bidder" refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term "Contractor" refers to the successful Bidder.

The term "IT Managed Support and Engineering Services Provider" or "Service" refers to the complete set of services as specified in this document, in every aspect.

The terms "Owner" and "Town" refer to the Town of Pineville, North Carolina.

Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.

Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

### ***Correction or Withdrawal of Bids; Cancellation of Awards***

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.

*Correction of awards:* An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

*Cancellation of awards prior to performance:* When it is determined after an award has been issued but before performance has begun that Town of Pineville's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

- 1) Faxed or E-mailed bids will not be accepted by Town of Pineville.
- 2) If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
- 3) Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing

**Exceptions:** The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Town of Pineville, and a description of the advantage to be gained or disadvantages to be incurred by the Town as a result of these exceptions. If none, write "NONE".

Town of Pineville reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the Town. Town of Pineville further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.

**Publicity releases:** Contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

**Ownership of Copyright:** All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.

**Ownership of Documents:** Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.

**Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap.

Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure. If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in NC Public Records law. The Town reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the Town or its agents for its determination in this regard.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

### ***Acknowledgement of Addenda***

Each contractor is responsible to verify the number of total addenda issued prior to bid. Failure to acknowledge all addenda may disqualify the bidder. All addenda are posted by the Town at the website located at [www.pinevillenc.gov](http://www.pinevillenc.gov), select "Current Bids" under news. It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

## **TERMS OF AGREEMENT / RENEWAL**

The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award. The Town reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The Town reserves the right, at its sole option, to renew the contract for additional consecutive terms, contingent upon satisfactory performance in the prior period.

## **PRICE ESCALATION/DE-ESCALATION:**

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the Town elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE CONSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the Town elects to renew the contract, the purchase order will reflect the changes.

Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the Town. The person signing the bid shall initial all corrections or erasures.

### ***Insurance***

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the Town by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

### ***General Liability***

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

### ***Minimum Limits***

#### **General Liability:**

\$1,000,000 General Aggregate Limit \$1,000,000 Products & Completed Operations \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit \$5,000 Medical Expense Limit

#### **Automobile Liability**

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

#### *Minimum Limits Automobile Liability:*

\$1,000,000 Combined Single Limit \$1,000,000 Each Occurrence Limit \$5,000 Medical Expense Limit

#### **Workers' Compensation**

Limits as required by NC law.

#### **Owners' & Contractors' Protective Liability**

Policy will be in name of Town. Minimum limits required are \$1,000,000.

#### **Professional Liability**

Minimum limits are \$1,000,000 per occurrence.

#### **Coverage Provisions**

- 1) All deductibles or self-insured retention shall appear on the certificate(s).
- 2) The Town of Pineville, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- 3) The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the Town.
- 4) Vendor shall provide 30 days written notice to the Town before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- 5) All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
- 6) All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the Town. At the option of the Town, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- 7) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the Town, its officers/officials, agents, employees and volunteers.

- 8) The insurer shall agree to waive all rights of subrogation against the Town, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- 9) The bidder shall furnish the Town certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

### ***Workman's Compensation Coverage***

Town of Pineville, NC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

### ***Hold Harmless Clause***

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the Town, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright

### ***Condition of Items***

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

### ***Workmanship and Inspection***

All work under this contract shall be performed in a skillful and workmanlike manner. The Town may, in writing, require the Contractor to remove any employee from work that the Town deems incompetent or careless.

Further, the Town may, from time to time, make inspections of the work performed under this contract. Any inspection by the Town does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

### ***Invoicing and Payment***

The firm shall submit invoices on a frequency to be determined, as agreed upon by the Town, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld

pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

PO Box 249

Pineville NC 28134

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

***North Carolina Sales Tax***

TOWN VENDOR TAX POLICY – The town of Pineville is reimbursed NC sales tax each year. Vendors are required to provide the proper documentation of sales tax charged on purchases made by the vendor for the town.

***Assignment of Contract***

This contract may not be assigned in whole or part without the written consent of the Town Manager.

***Termination***

Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

***Termination for Convenience***

In the event that this contract is terminated or canceled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.

***Termination for Cause***

Termination by the Town for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause

***Non-Appropriation:***

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the Town will only be required to pay for services completed to the satisfaction of the Town.

***Default***

In case of default by the contractor, for any reason whatsoever, the Town may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

***Severability***

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

### ***Applicable Laws***

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, U.S.A.

### ***Claims and Disputes:***

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Mecklenburg County, North Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Town of Pineville, North Carolina and waive any right to contest jurisdiction and venue in said Court.

### ***Rights of Town***

The Town reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the Town.

### ***Award of Bid***

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- 1) The ability, capacity and skill of the bidder to perform the contract.
- 2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- 3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- 4) The quality of performance on previous contracts.
- 5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- 6) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- 7) The ability of the bidder to provide future maintenance and service.
- 8) The discount terms and conditions of the bid.
- 9) Delivery time.
- 10) Notice of Award
- 11) A Notice of Intent to Award will be mailed to all respondents.

### ***Firm Pricing for Town Acceptance***

Bid price must be firm for Town acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

### ***Quotations to be F.O.B.: Destination***

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

### ***Unit Prices and Extension***

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

### ***Use of Brand Names (If Appropriate)***

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type,

character, and quality of the article desired, and any article which the Town in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

### ***Permits***

The successful Offeror must be responsible for obtaining all necessary city, Town, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the Town upon request.

### ***Bid Tabulation Results***

The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

Any attempt by the vendor to influence the opinion of Town Staff or Town Council by discussion, promotion, advertising, or misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

### ***Response Clarification***

Town of Pineville reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

### ***Vendor Checklist***

The items indicated below must be returned as a part of the Bid Submission package:

- 1) Non-Collusion Oath
- 2) Substitute for Form W-9
- 3) Mandatory Bid Submittal Form
- 4) Mandatory Exceptions Page

The successful proposer will be required to provide a Certificate of Insurance naming Town of Pineville, NC as an additional insured. This must be on file prior to any final award.

# MANDATORY BID SUBMITTAL FORM

RFP #IT2021

## IT Managed Support and Engineering Service Provider

The undersigned, on behalf of the vendor, certifies that:

- 1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project;
- 2) is in all respects fair and without collusion or fraud;
- 3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered;
- 4) they have read the complete Request for Bid and understand and accept all provisions;
- 5) if accepted by the Town, this bid is guaranteed as written and amended and will be implemented as stated; and
- 6) mistakes in writing of the submitted bid will be their responsibility.

Name of Company submitting this bid: \_\_\_\_\_

NC Sales Tax Permit Number (if applicable): \_\_\_\_\_

*\*Permit Number and Bid Cost must remain valid ninety (90) days from bid opening date.*

Contact Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

\_\_\_\_\_

—

Accounting Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

FEIN or Social Security Number: \_\_\_\_\_

Will you honor the submitted prices for purchase by other departments within Town of Pineville and by other government entities who participate in cooperative purchasing with Town of Pineville, North Carolina?

Yes    No

**Acceptance of Invitation for Bid Content:** The contents of the successful IFB/RPS are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

## RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Town of Pineville Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

Any attempt by the vendor to influence the opinion of Town Staff or Town Council by discussion, promotion, advertising, or misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

The lowest or any proposal will not necessarily be accepted and the Town reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. IT1 were received.

Printed Name of person binding bid: \_\_\_\_\_

Signature (X): \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all offeror provided attachments. Thank you.

EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".

# Sample Town of Pineville Professional Services Contract

This AGREEMENT is made and entered into between the Town of Pineville NC (“Town”), and whose Administrative Office is located at 200 Dover Street and (“Contractor”). This Contract for Professional Services (“Contract”) is dated this day of \_\_\_\_\_, 2022, and shall have an Effective Date of \_\_\_\_\_, 2022 (the “Effective Date”).

## 1. GENERAL TERMS OF CONTRACT

**1.1. Headings:** Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

**1.2. Time of Performance:** The timely performance by Contractor of the services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit Town to declare this Contract voided and of no further effect.

**1.3. Arbitration:** This contract is not subject to arbitration.

**1.4. Dispute Resolution:** If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the APPROPRIATE COURT JURISDICTION.

**1.5. Merger, Amendment, and Waiver:** This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between Town and Contractor concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of Town and Contractor. Forbearance by Town from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle Contractor to rely upon such forbearance in the event of another similar breach by Contractor of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

**1.6. Compliance with EEOC and other State and Federal Laws:** To the extent set forth in the respective statutes, Contractor shall comply with the provisions of:

1.6.1 Title VII of the Civil Rights Act of 1964;

1.6.2. Age Discrimination in Employment Act of 1967;

1.6.3. Title I of the Americans with Disabilities Act of 1990;

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986; and

1.6.7. PERTINENT NC WORKER'S COMPENSATION ACT

1.6.8. IRAN DIVESTMENT ACT

Attached

1.6.9. Affidavit of Compliance NC E-Verify

Attached

1.6.10. Form W-9

Attached

### **1.7 Compliance**

By entering into this Contract, Contractor affirmatively warrants that Contractor is currently in compliance with such laws, and further warrants that during the term of this Contract, Contractor shall remain in compliance therewith.

## **2. SCOPE OF SERVICES:**

**2.1.** Contractor shall perform those tasks set forth in Exhibit "A" that is attached hereto and is incorporated herein by reference, within the time limits set forth therein. If any term of the Scope of Services set forth on Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Section C shall not bind Town.

**2.2.** All services to be performed by Contractor under this Contract shall be performed within the lesser of (a) the term set forth in Exhibit "A"; or (b) the expiration of three years after the Effective Date of this Contract; whichever is the lesser period of time.

## **3. PAYMENT FOR SERVICES:**

**3.1.** The costs of services are set forth in Exhibit "B" of this Contract. Contractor's invoice to Town will be on a basis of net 30 days after receipt by Town of invoice. Invoices in respect of necessary services rendered by Contractor after a notice of termination, as set forth herein shall be fully payable by Town as if this Contract continued in full force and effect.

**3.2** Payment for services not included in the Scope of Services constitute additional charges to Town, at rates and intervals to be agreed between Town and Contractor in a written instrument executed prior to the performance of such services.

## **4. WARRANTIES OF CONTRACTOR AND TOWN:**

**4.1.** Town warrants that:

4.1.1. Town has the lawful authority required under State law and Town's Ordinances to enter into and perform this Contract;

4.1.2. Town shall not offer employment to any employee of Contractor for a period of two (2) years after the termination, except for cause, of this Contract.

**4.2.** Contractor warrants that Contractor has:

4.2.1. All necessary licenses and consents required for Contractor to enter into and fully perform the Scope of Services set forth on Exhibit "A", and is in good standing in the State of North Carolina;

4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify Town against any and all claims arising under or as a result of the performance of this Contract;

4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against Town by the entry into or performance of this Contract by Contractor.

**4.3.** Contractor warrants that Contractor shall throughout the term of this Contract:

4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in North Carolina;

4.3.2. Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth on Town's invitation to bid or Request for Proposal, that formed the basis of the Scope of Services of this Contract.

4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by Contractor to third parties or employees, agents, or sub-Contractors of Contractor, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

4.3.4. Ensure that any third party, employee, agent, or sub-Contractor of Contractor shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;

4.3.5. Comply with all lawful demands made pursuant to the NC Freedom of Information Act, or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;

4.3.6. Make no offer of employment to any Town employee for a period of two (2) years after the termination of this Contract.

## **5. OWNERSHIP OF PROJECT MATTER:**

Unless otherwise agreed between Town and Contractor, and approved by Town's attorney:

**5.1.** All plans, reports, surveys, and other professional work product of Contractor concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of Town during and at the completion or termination of this Contract;

**5.2.** All materials supplied or loaned by Town to Contractor during the term of this Contract shall remain the property of Town;

**5.3.** All intellectual property provided to Town by Contractor and originating from this Contract shall become and remain the property of the Town, and Contractor shall not, without the written consent and license from Town, use such intellectual property for another commercial purpose;

**5.4.** Town shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by Contractor in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

## **6. EARLY TERMINATION OF CONTRACT:**

Town and Contractor shall have the right, upon (30) days written notice, to terminate this Contract, and thereafter Town shall have no obligation to pay for services provided to Town except up to the effective date of termination of this Contract. In the event Contractor exercises its right to terminate this Contract, Contractor will not cease services for a reasonable period of time, not to exceed (120) days, to allow Town to procure another Contractor.

## **7. NON-APPROPRIATION:**

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the Town will only be required to pay for services completed to the satisfaction of the Town.

## **8. INDEPENDENT CONTRACTOR STATUS:**

Contractor shall not, by entering into this Contract, become a servant, agent, or employee of Town, but shall remain at all times an independent Contractor to Town. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between Contractor and Town, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

## **9. WAIVER OR FOREBEARANCE**

Any delay or failure of Town to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of Town's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on Contractor under this Agreement shall be waived and no breach by Contractor shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

## **10. NOTICES TO PARTIES:**

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

### **10.1.** To Town:

Town Manager

Town of Pineville

PO Box 249

200 Dover Street

Pineville NC 28134

10.1.1. Town Manager

704-889-4168

rspitzer@pinevillenc.gov

To Contractor:

10.2.1.

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## 11. Form of Notice:

11.1. All notices required or permitted under this Contract shall be effective:

On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

## 12. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Contractor will indemnify and hold harmless the Town and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Contractor, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the Town or any of their agents or employees by an employee of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for Contractor under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of Contractor under this paragraph shall not extend to the liability of the Town or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

## 13. DISPUTES

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the Town and the Contractor and it cannot be resolved, either party may submit a request

for a dispute resolution to the Town Council. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

13.1. be in writing; and

13.2. state the disputed issues; and

13.3. state the relative positions of the parties; and Town

13.4. state the Contractor's name, address, and the Town department the contract is with; and

13.5. be mailed to the Town Council, PO Box 249, Pineville NC 28134, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Contract in two (2) originals, each of which shall be deemed to be an original on the Effective Date first above written.

WITNESS:

CONTRACTOR NAME

\_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_

TOWN OF PINEVILLE

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_