



Orange County Schools
200 East King Street
Hillsborough, NC 27278

Request for Proposals

OCS VOIP Phone System Replacement

Due Date: Must be received via sealed bid by March 10, 2023 at 12:00p.m. EST.

1. General Description

- 1.1 Orange County Schools (OCS) is soliciting proposals from interested vendors for architecting, procuring, and implementing a replacement of its current VOIP phone system.
- 1.2 Vendors interested in submitting proposals will need to contact the OCS project manager on or before February 3, 2023 to receive details regarding current VOIP implementation and configuration.

2. Implementation Schedule

2.1 OCS expects implementation of new systems and licensing to occur after July 1, 2023 and to be fully operational before August 11, 2023.

- Vendors who are interested in receiving the full scope of the project, please contact the OCS project manager on or before February 3, 2023. Contact information below.
- Questions to be submitted in writing prior to or on February 7, 2023. By February 15, 2023 all questions and associated answers will be provided to vendors that have made contact.

- Completed vendor proposals must be submitted on or before March 10, 2023, 12:00.m. EST.
- Vendor selection by April 10, 2023.
- Implementation timeframe: July 1, 2023 to August 11, 2023.
- Fully operational system before August 11, 2023.
- Submitted vendor pricing and cost proposal remains valid until the completion of the project.

3. Proposals

- 3.1 Two copies of fully completed proposals should be submitted in the same sealed envelope.
- 3.2 Include the completed top sheet(s) that are at the bottom of this RFP labeled **Cover Sheets**.
- 3.3 Include itemized cost list.
- 3.4 Include North Carolina school district references for completed relevant projects.
- 3.5 Sealed proposals addressed to:
Orange County Schools
Attention: Information & Instructional Technology Department RFP VOIP 2023
200 E. King St.
Hillsborough, NC 27278
- 3.6 Proposals mailed or dropped off must be received by Friday, March 10, 2023 by 12:00p. EST. It is the vendor's sole responsibility to assure mailed or delivered proposals are received by the deadline. No exceptions. Mail tracking delivery is recommended.

4. Project Management Contact

- 4.1 Contact:
Cameron Maxwell
Network Manager
Orange County Schools
200 East King Street
Hillsborough, NC 27278
Phone: 919-201-0870
Email: ocsvoiprpf@orange.k12.nc.us

5. Scope of Work

- 5.1 In consultation with the Orange County Schools IT staff, the vendor will perform all architectural planning, configuration, installation, component upgrades, software, hardware, and license purchases necessary to fulfill success criteria by the Implementation Schedule listed above. RFP responses should include a high level project plan.
- 5.2 Cut-over will occur after close of business at the end of a work week. Go-live criteria will be established to ensure the new systems are functioning by the start of business at the commencement of the next work week, or a fallback option to use the old system will be used, in the event of catastrophic issues.
- 5.3 New VOIP infrastructure will be capable of all existing features of the current system in addition to all features listed below:
- Regulatory compliance with Kari's Law, Section 506 of RAY BAUM'S Act, North Carolina and Orange County regulations
 - Ability for users to install a software-based phone on Windows, IOS, and Android based systems that have the same functionality as supported hardware handsets.
 - Integrated intercom ability, where specified users and handsets are able to broadcast audio to specific subset groups of 50 or more phones.
- 5.4 Replacement of all current VOIP infrastructure and hardware with new equipment of at least equivalent capabilities, except where otherwise noted during customer and vendor consultation. Hardware to be replaced includes servers, handsets, voice gateways, and ATA devices.
- 5.5 All hardware equipment will be provided with manufacturer warranties and licensing for a period of five (5) years with renewal options. Servers and voice gateways will include warranties including 24/7/365 phone technical support and next day replacement options. In addition, 18-month installer/vendor warranty on setup.
- 5.6 Vendor will remove all materials and rubbish resulting from installation. All items that are recyclable must be verified as having been disposed of under county guidelines.
- 5.7 The vendor will provide the name and qualification of the project manager and principal engineers. The vendor will not change project manager or principal engineers without prior approval from the district.
- 5.8 Vendor's on-site personnel will:

- be professionally attired
- use professional demeanor appropriate for a school setting
- follow all security protocols for the buildings in which they will be working
- coordinate all work with designated district personnel
- arrange their schedule in advance with district personnel
- generally have facilities access 8:00 a.m. to 5:00 p.m. in accordance with the operational calendar, or as negotiated with district personnel

5.9 Vendor's on-site personnel will undergo background checks commensurate with federal, state, and district requirements. See all of the requirements in the Terms and Conditions section.

5.10 Vendor will provide all relevant documentation and training on new system architecture(s) and licensing.

6. Success Criteria

6.1 The project is complete when the following deliverables are met and verified through the warranty period:

- The new system is installed and fully operational before August 11, 2023, including:
 - All functions and call routing on the new system work exactly as they did on the old system except where regulatory compliance deems otherwise.
 - Regulatory compliance with Kari's Law, Section 506 of RAY BAUM'S Act, North Carolina and Orange County regulations are met fully
 - User passwords and voicemail messages will be preserved across the transition
 - Voice quality is high
 - No calls, transfers, conference calls, voicemails are misrouted or dropped.
 - New functionalities are installed, configured, and operational
 - All software, firmware, and licensing will be upgraded to the latest versions available during the implementation period.
 - Latest available hardware that meets or exceeds current industry standards. All provided equipment must be supported by manufacture for at least 5 years after implementation date.
 - All external integrated paging systems are operational, except where otherwise noted by OCS.
- Documentation of any installation-specific details, including, but not limited to:
 - System configuration
 - Redundancy configuration
 - Server setup and installation
 - Backup and restoration system installation

- Analog interfaces
 - Voice Gateway configurations
 - Warranty and licensing information
- Documentation (manufacturer web links are fine, but RFP vendors will provide a soft copy list of appropriate links) for:
 - administering the system, including all features currently used
 - user account management
 - configuration backup and restoration
 - administering the systems that control redundancy
 - system performance monitoring
 - (optionally priced) training for new functionalities not in current system
 - Documentation and training materials for any end-user features that operate differently from current system

7. State/Federal

- 7.1 In addition to the foregoing, the winning vendor must maintain and enforce an internal audit process that ensures that the vendor complies with all North Carolina and federal telephony rules and regulations.
- 7.2 Compliance with federal law. All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. §200.317 through §200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Orange County Schools will follow all applicable local, state, and federal procurement requirements when expending federal funds.

8. Restrictions on Communications

- 8.1 From the issue date of this RFP until a provider is determined eligible or the RFP is canceled, providers are prohibited from communications regarding this RFP with Orange County Schools, evaluation committee members, or other associated individuals, except the point of contact.

9. Preliminary Evaluation

- 9.1 The proposals will first be reviewed to determine if the RFP requirements are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event all vendors do not meet one or more of the mandatory requirements, Orange County Schools reserves the right to continue the evaluation of the proposals and to select the proposal(s)

that most closely meet the requirements specified in this RFP or to extend the window for proposal submission and evaluation period.

10. Proposal Evaluation Criteria

- 10.1 Each vendor's response will be reviewed for completeness and adherence to the submission requirements and evaluation criteria. Orange County Schools will be the sole judge of the quality of proposals and reserves the right, at its own discretion, to disqualify any vendor that submits a proposal that is incomplete, does not properly adhere to the solicitation requirements, and/or clearly does not meet the requirements of Orange County Schools. A vendor's response that is disqualified will not be scored nor ranked. If the evaluation committee has reasonable grounds to believe that the vendor is unable to provide the required solution to the satisfaction of Orange County Schools, OCS reserves the right to exclude the provider from the approved list.

11. General Terms and Conditions

1. READ, REVIEW, AND COMPLY: It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

2. NOTICE TO BIDDERS: All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Orange County Schools ("OCS") objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. DEFINITIONS:

Bidder: Company, firm, corporation, partnership, individual, etc. submitting a response to the Request for Proposals.

4. EXECUTION: Failure to sign under EXECUTION section will render the bid invalid.

5. ORDER OF PRECEDENCE: In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) requirements/specifications, and (3) instructions to Bidders.

6. TIME FOR CONSIDERATION: Unless otherwise indicated on the first pages of this document, Bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.

7. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and Bidder will be held responsible therefore. Deviations shall be explained in detail. The Bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

8. CLARIFICATION/INTERPRETATIONS: Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Any and all revisions to this document shall be made only by written addendum to OCS. The Bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever sources are of no effect. From the issue date of this RFP until a provider is determined eligible or the RFP is canceled, providers are prohibited from communications regarding this RFP with Orange County Schools, evaluation committee members, or other associated individuals, except the point of contact.

9. ACCEPTANCE AND REJECTION: OCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

10. AWARD OF CONTRACT: As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest responsible bidder most advantageous to OCS as determined upon consideration of the factors identified in this RFP and such other factors deemed by OCS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by OCS or the Bidder, OCS reserves the right to accept any item or group of items on a multi-item bid. OCS also reserves the right to reject any and all bids. This RFP does not obligate OCS to enter into an agreement with any Bidder or to pay any costs incurred by Bidders in preparation and submission of the Bidder's proposal.

11. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48, OCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled.

12. CONFIDENTIAL INFORMATION: As provided by statute and rule, OCS will consider keeping confidential trade secrets which the bidder does not wish disclosed. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

13. AWARD PROCEDURES: Contract award notice shall be posted on the OCS website. Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.

14. ANTI-NEPOTISM: The Bidder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors or trustees, and none of its employees who will directly provide services under this contract are immediate family members of any member of the Orange County Board of Education or of any principals or central office staff administrators employed by Orange County Schools. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes

step, half and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this contract, the Bidder shall immediately disclose the family relationship in writing to OCS. Unless formally waived by OCS, the existence of a family relationship covered by this contract is grounds for immediate termination by OCS without further financial liability to the Bidder.

15. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Bidder, OCS may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. OCS reserves the right to require performance bond or other acceptable alternative guarantees from successful Bidder without expense to OCS.

16. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the Bidder to notify OCS in writing, indicating the specific regulation which required such alterations. OCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

17. **TAXES:** Any applicable taxes shall be invoiced as a separate item. OCS is not a tax-exempt entity.

18. **SITUS:** The place of this contract, its situs and forum, shall be Orange County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

19. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

20. **PAYMENT TERMS:** Payment terms are Net, not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later.

21. **PATENT:** The Bidder shall hold and save OCS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by OCS or disclosure of any information pursuant to the NC Public Records Act.

22. **INSURANCE:** a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance if required under North Carolina law. b. Public Liability and Property Damage Insurance - The Bidder shall procure insurance coverage for direct operations, contractual liability, and completed operations with limits not less than those stated below: Occurrence: General Aggregate \$1,000,000. c. Applicable only if vendor will be providing direct on-site services, not applicable for virtual services: Comprehensive Automobile Liability Insurance, including coverage for owned, hired, and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments. d. Certificates of Insurance acceptable to OCS shall be filed with OCS prior to commencement of the work. The successful bidder agrees to hold harmless and indemnify the OCS Board of Education for any liability that may arise from the negligent or illegal acts of the Bidder's employees or agents.

23. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS: The Bidder shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Bidder’s convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Bidder shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this contract shall not satisfy this contractual obligation). In addition, Bidder agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this contract if said individual appears on any of the listed registries. Bidder agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Bidder specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time at the school system’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the contract. In addition, the school system may conduct additional criminal records checks at Bidder’s expense. If the school system exercises this right to conduct additional criminal records checks, Bidder agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this contract. Bidder further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the contract. OCS reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this contract if OCS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or wellbeing of students, school personnel or others.

24. ACCESS TO PERSONS AND RECORDS: OCS auditors shall have access to any records as a result of this bid or the contract. OCS may audit the records of the Bidder during the term of the contract to verify accounts and data affecting fees or performance.

25. COMPLIANCE WITH E-VERIFY: Bidder shall comply with all applicable laws and regulations in providing services under this contract. In particular, Bidder shall not employ any individuals to provide services to the school system who are not authorized by federal law to work in the United States. Bidder represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with

these laws at all times while providing services pursuant to this contract. Bidder shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this contract.

26. COMPLIANCE WITH AFFORDABLE CARE ACT: Bidder is responsible for providing affordable health care coverage to all of its full-time employees providing services to the school system. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

27. RESTRICTED COMPANIES LIST: Bidder certifies that as of the date of this contract, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147- 86.58.

COVER SHEET(S)



Orange County Schools
Hillsborough, NC

REQUEST FOR PROPOSALS

DUE DATE: TO BE RECEIVED BY March 10, 2023 at 12:00 PM EST

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items or services upon which prices are bid, at the prices set opposite each item, within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submission shall render bid invalid. Late bids are not acceptable.

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|--|-------------------|-----------------------------------|
| BIDDER: | | FEDERAL ID OR SOCIAL SECURITY NO. |
| STREET ADDRESS: | P.O. BOX | ZIP: |
| CITY & STATE & ZIP | TELEPHONE NUMBER: | TOLL FREE TEL. NO (800) |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE: | | |

| | | |
|---|-------|-------------|
| LOCATION(S) OF SUPPORT CENTER(S) | | |
| TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: | | FAX NUMBER: |
| AUTHORIZED SIGNATURE: | DATE: | E-MAIL: |