



**REQUEST FOR PROPOSAL
RFP2001
FOR
CABELL-HUNTINGTON HEALTH DEPARTMENT
HUNTINGTON, WV
CABELL COUNTY**

Prepared by:
Cabell-Huntington Health Department
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Huntington, WV 25701
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Company Name Submitting the Bid

Cabell-Huntington Health Department

Administration

703 Seventh Avenue

Huntington, WV 25701

Phone: 304-523-6483

Fax: 304-523-6482

E mail Contact: Tim.Hazelett@chhdwv.gov

June 23, 2020

The Cabell-Huntington Health Department is seeking sealed proposals for the installation of an internet-based telephone system. This system will include the hardware, software, sixty-two (62) internet-based desk stations, three (3) switchboard phones, and include five (5) analogue telephone lines for fax lines and emergency back-up. The current system will be an agency integrated system including all hardware, software, peripherals and installation labor.

Sealed Proposals: Contractor will deliver one (1) original copy to the following address:

Cabell-Huntington Health Department

703 Seventh Avenue

Huntington, WV 25701

by Thursday, July 2nd, 2020 by 11:00 a.m.

Site Inspection or scope of work questions: Due to the current COVID-19 outbreak, a conference call will be set up to outline the scope of work and take questions. The conference call will occur on Tuesday, June 30th at 10:00 a.m.

Conference Call Line

PARTICIPANT INSTRUCTIONS

1.Dial the Access Number provided by the Call Leader: **TF 866-225-4944**.Enter the Conference ID: **6483**, then press #

3.If the call leader has not started the call yet, you will hear hold music. If the call has already been started, you will be prompted to announce your arrival. **** Participants will NOT be asked for the Subscriber PIN.**

All sealed bids will be opened on July 2nd, 2020 at 12:00 p.m. in the conference room at the Cabell-Huntington Health Department by the Administrator, Accountant and Information Technology Director

Proposals received after the above cited time will be considered a late bid and will not be accepted.

- Please clearly mark the envelope, fax or e mail bids with the bid number: **“RFP2001”**.

RFP #2001 – CHHD Telephone System

Definitions

“Bidder” an individual or business submitting a bid to Cabell-Huntington Health Department

“Contractor” one who contracts to perform services in accordance with a contract.

“CHHD” – Cabell-Huntington Health Department

“Site” - Cabell-Huntington Health Department
703 Seventh Avenue
Huntington, WV 25701
304-523-6483

I. PROPOSAL

- A. The Cabell-Huntington Health Department is seeking sealed proposals for the installation of an internet-based telephone system. This system will include the hardware, software, sixty-two (62) internet-based desk stations, three (3) switchboard phones, and include five (5) analogue telephone lines for fax lines and emergency back-up. The current system will be an agency integrated system including all hardware, software, peripherals and installation labor. The installer must have the capacity for service including on site work within four hours of a request or off-site service in one hour of a request.
- B. Cabell-Huntington Health Department reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the vendor’s qualifications and capabilities to provide the specified service, and other factors which Cabell-Huntington Health Department may consider. The Cabell-Huntington Health Department does not intend to award a bid fully on the basis of any response made to the proposal; CHHD reserves the right to consider proposals for modifications at any time before a bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet CHHD’s specifications and needs.
- C. CHHD reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by CHHD to be in the best interests of CHHD even though not the lowest bid.
- D. The price quotations stated in the bidder’s proposal will not be subjected to any price increase from the date on which the proposal is opened at CHHD to the mutually agreed-to date of bid.

- E. Proposals must be signed by an official authorized to bind the bidder to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award.
- F. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's may be adjusted to allow for revisions. To be considered, one (1) original proposal must be at the CHHD on or before the date and time specified.
- G. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

A standard contract will be executed between CHHD and the contractor. CHHD reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in CHHD's sole judgment, the best interests of CHHD will be served.

II. PROPOSAL SPECIFICATIONS

The proposal must include the following information:

- A) Contractor's Qualifications, years in business.
- B) The overall qualifications of the key personnel to be assigned to perform the installation and training of CHHD maintenance staff.
- C) At least three (3) current references including company name, contact name and phone number.
- D) Bank reference with name and phone number of contact person.

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to CHHD such as the following:

ARTICLE I – SCOPE OF SERVICES

The Cabell-Huntington Health Department is seeking sealed proposals for the installation of an internet-based telephone system. This system will include the hardware, software, sixty-two (62) internet-based desk stations, three (3) switchboard phones, and include five (5) analogue telephone lines for fax lines and emergency back-up. The current system will be an agency integrated system including all hardware, software, peripherals and installation labor.

ARTICLE II – COMPENSATION

Upon completion of the above services and submission of all invoices CHHD will pay the Contractor an amount not to exceed the amount of the signed contract. A compensation payment schedule with monthly invoicing at a minimum must be outlined in the bid submitted by the contractor.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1

The Contractor is to report to CHHD's Director of Information Technology and/or the Administrator and will cooperate and confer with him/her/them as necessary to ensure satisfactory work progress.

Section 2

All reports, estimates, memoranda and documents submitted by the Contractor must be dated, signed and bear the Contractor's name.

Section 3

All reports made in connection with these services are subject to review and final approval by the CHHD's Administrator and/or Physician Director

Section 4

CHHD will review and inspect the Contractor's activities during the term of this contract. A means of communication will be established upon awarding of the contract.

Section 5

When applicable, the Contractor will submit a final, written report to the CHHD Director of Information Technology and/or the Administrator.

Section 6

After reasonable notice to the Contractor, CHHD may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV – PERSONNEL

Section 1

The contractor will provide the required services and will not subcontract or assign the services without CHHD's written approval. All required services or subcontracts are to be outlined in the submitted bid.

All employees must have an approved background check, attend HIPAA compliance training and be insured by the contractor.

Section 2

The parties agree that the Contractor is neither an employee nor an agent of CHHD for any purpose.

Section 3

The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE V - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify CHHD, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of CHHD in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VI - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance in compliance with West Virginia statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the West Virginia Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. Insurance companies, named insured and policy forms may be subject to the approval of the CHHD Administrator, if requested by the CHHD Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to CHHD. Contractor shall be responsible to CHHD or insurance companies insuring CHHD for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the CHHD Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the CHHD Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the CHHD Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services, work and related payments will be suspended. Contractor shall furnish the CHHD Administrator with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Cabell-Huntington Health Department, Attn: Tim Hazelett, 703 Seventh Avenue, Huntington, WV 25701 and shall provide for 30-day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA, WV State Code and all county and local requirements and the Americans with Disabilities Act.

It is the Contractor's responsibility to obtain all necessary permits, licensures and insurance in compliance with all federal, state, county and city codes.

ARTICLE VIII - INTEREST OF CONTRACTOR AND CHHD

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the CHHD, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

ARTICLE IX - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the CHHD may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE X – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the CHHD that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE XI – LOBBYING

By signing this contract, Contractor assures the CHHD that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures CHHD that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XII - DRUG-FREE WORKPLACE

CHHD is a Tobacco Free campus and use of any tobacco related products on CHHD property during completion of this contract is strictly forbidden.

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the
 - a. CHHD that it will or will continue to provide a drug-free workplace by

- publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on CHHD property and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about—
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee’s policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will—
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the CHHD Administrator, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to CHHD;
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

ARTICLE XIII - FEDERAL PROCUREMENT STANDARDS

The Contractor assures CHHD that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant

and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by CHHD. Any publication of the information or results must be co-authored by CHHD.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

This contract is binding on CHHD and the Contractor, their successors and assigns. Neither CHHD nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVIII - TERMINATION OF CONTRACT

Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XIX - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the CHHD against such liability.

ARTICLE XX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXI- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by CHHD and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXII - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of West Virginia. The parties agree that the proper forum for litigation arising out of this contract is in Cabell County, West Virginia.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

IV. TERMS AND CONDITIONS

Award:

CHHD reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the vendors' qualifications and capabilities to provide the specified service, and other factors which CHHD may consider. CHHD does not intend to award a bid fully on the basis of any response made to the proposal; CHHD reserves the right to consider proposals for modifications at any time before a bid would be awarded, and negotiations would be undertaken with that vendor whose proposal is deemed to best meet CHHD's specifications and needs.

Term of Bid:

The bid is for the specific project proposed is for the services outlined in the maps below and renewed on an annual basis with invoicing at a minimum on a monthly basis. The term shall begin with the execution of the contract.

GENERAL CONDITIONS

1.0 CONDITIONS AT SITE OR WORK

The location is Cabell-Huntington Health Department, 703 Seventh Avenue, Huntington, WV 25701. Bidders are encouraged to visit the site to ascertain pertinent conditions readily determined by inspection and inquiry, such as location, accessibility and general character of site.

2.0 INTENT OF THE DOCUMENTS

It is the intent of the specifications to describe a complete project to be fulfilled in accordance with the contract documents. The specifications are so drafted as to indicate the conditions existing to the best knowledge and belief of CHHD but are not guaranteed 100 percent accurate. Should any inconsistency or error appear or occur in the specifications, the Contractor shall report it to the CHHD Administrator and obtain proper adjustments before proceeding with the work. The Contract Documents comprise the entire Agreement between the CHHD and Contractor. They may be altered only by a written modification properly executed by the CHHD and Contractor.

3.0 CONTRACTOR'S RESPONSIBILITIES

Contractor shall supervise and direct the work efficiently and with his/her best skill and attention. He/She shall be solely responsible for the means, methods, techniques, sequences and procedures throughout this project. Contractor shall be responsible to see that the finished work complies accurately with the contract documents.

4.0 LABOR, MATERIALS, AND EQUIPMENT

- 4.1 Contractor shall provide competent, suitably qualified personnel to perform the services as required by the contract documents.
- 4.2 Contractor shall furnish labor to complete the services.

5.0 PERFORMANCE AND COMPLETION OF WORK

- 5.1 The Contractor shall furnish enough personnel and equipment as may be necessary to insure the progress of the work in accordance with the contract documents. If, to maintain satisfactory progress, it is necessary to increase the work force or to work overtime, such additional work shall be without additional cost to CHHD.
- 5.2 The Contractor supplying the work shall pay prevailing wages to the workforce established by regulatory agencies for each trade and occupation employed in the performance of public work, established by West Virginia Department of Labor for Cabell County.
- 5.3 Failure of the Contractor to comply with the requirements of the contract under this provision will be grounds for determination by the CHHD that the contractor is not pursuing the work with such diligence as will insure completion within the specified time limits. Upon such determination by the CHHD, it may terminate the Contractor's right to proceed with the work, in accordance with the provisions governing termination of the contract.

6.0 SAFETY AND PROTECTION

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project and work site and shall comply with all requirements and regulations of OSHA, state and local codes.

The Cabell-Huntington Health Department requires all employees, volunteers, contractors and vendors to conduct a daily symptom check and wear a face covering when in common hallways or in an office/room with other individuals. This is a precautionary measure during the COVID-19 pandemic to protect employees, volunteers, contractors and vendors.

7.0 USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operation of his workers to limits indicated by law, ordinance, permits or direction of the CHHD, and shall not unreasonably encumber the premises or streets with his equipment or materials.

CHHD is a Tobacco Free campus and use of any tobacco related products on CHHD property during completion of this contract is strictly forbidden.

8.0 WARRANTY AND GUARANTEE

Contractor warrants and guarantees to CHHD that all work will be of good quality and free from faults or defects and in accordance with the requirements of the contract documents. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the contract documents at the time of acceptance, shall be considered defective. All defective work shall be corrected to the satisfaction of CHHD.

DETAIL SPECIFICATIONS

Cabell-Huntington Health Department in Huntington, WV is requesting sealed bids to include the hardware, software, sixty-two (62) internet-based desk stations, three (3) switchboard phones, and include five (5) analogue telephone lines for fax lines and emergency back-up. The current system will be an agency integrated system including all hardware, software, peripherals and installation labor.

Work to be performed at **Cabell-Huntington Health Department, 703 Seventh Avenue, Huntington, WV 25701**

Specifics of work completes

All labor and costs are to be included in the submitted bid with costs outlined specifically in the budget.

BID PRICES INCLUDE PERMITS and any additional fees. Cabell-Huntington Health Department is tax exempt.

The undersigned agrees to enter into an agreement with the CHHD Administrator with the approval of the Cabell-Huntington Health Department Administration to provide the services described for:

\$ _____
(Dollar Amount)

\$ _____
(Above amount in words)

UNIT PRICES

Unit prices listed below or attach an itemized bid sheet shall represent cost of the item or service.

- | | |
|------------------------------|----------|
| 1. Labor | \$ _____ |
| 2. Additional Define Charges | \$ _____ |
| 3. Additional Define Charges | \$ _____ |
| 4. Additional Define Charges | \$ _____ |
| 5. Additional Define Charges | \$ _____ |
| TOTAL: | \$ _____ |

SIGNATURE PAGE

Signature

Print Name

Company Name

Company Address

City

State

Zip

Telephone #

Fax #

Email Address

Federal Tax ID #

The above individual is authorized to sign on behalf of company submitting proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.