



City of Bandon

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# Request for Proposals for Upgraded or Replacement Phone System

## **NOTICE**

The City of Bandon is accepting Proposals for an upgraded or replacement integrated phone system for City Hall located at 555 Hwy 101, Bandon and the Bandon Public Library located at 1204 11<sup>th</sup> Street SW, Bandon. The selected contractor will provide all materials/equipment, labor, installation, warranty, training and maintenance services. Phone installation should be completed date of September 30, 2015. The City invites qualified contractors to submit Proposals based upon the scope of the work contained in the Request for Proposal (RFP).

## **SUBMISSION OF PROPOSAL**

To receive consideration, proposals must be submitted in accordance with the following instructions:

1. All proposals shall be sealed and delivered to:

City of Bandon  
Attn: Finance Department  
P.O. Box 67  
Bandon, OR 97411

2. Submit five (5) copies of proposal for City Hall and five (5) copies of proposal for Bandon Public Library by 3:00 p.m. on July 31, 2015.
3. The envelopes must be clearly marked "PROPOSAL FOR PHONE SYSTEM".

If you have questions, please contact City Manager, Chris Good at 541-347-2437 ext. 229.

The City of Bandon reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

**DATE:** July 17, 2015

## CITY OF BANDON INSTRUCTIONS TO BIDDERS

### GENERAL INSTRUCTIONS

The City of Bandon invites qualified contractors to submit five (5) copies of two (2) separate proposals for an upgraded or replacement phone system as described in the specifications set forth in this RFP for:

1. City Hall, 555 Hwy 101, Bandon
2. Bandon Public Library, 1204 11<sup>th</sup> Street SW, Bandon

All bids are subject to the provisions and requirements of the City of Bandon Rules of Local Contract Review and the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules.

### PROPOSAL REQUIREMENTS

Your proposal should include the following:

1. **Cover Letter.** All proposals must include a cover letter signed by a person legally authorized to bind the applicant to its Proposal. The cover letter must include the firm name, the names of local partners/principals and the number of local personnel, address, and telephone and FAX numbers of the contractor and email address of the person(s) who are authorized to represent the proposer.
2. **Personnel.**
  - a. Provide references indicating experience in providing similar installations and equipment.
  - b. Describe how you will coordinate with City personnel and the City's phone service provider.
3. **Level of Service.**
  - a. Indicate how your firm will quickly respond to service calls to provide professional maintenance services to the City relating to additions, moves, and changes.
  - b. Indicate whether your firm can provide the resources necessary to diligently prosecute the services requested in a timely manner by the dates indicated in this RFP.
4. **Costs.** Provide a description of services, fees and expenses that would be delivered by your firm.

### QUALIFICATION EVALUATION CRITERIA

General: Evaluations will be performed to determine if the contractor understands the work to be performed, overall approach to the project, cost proposal, and ability to explain details to staff. Consideration will be given as to the contractor's ability to respond in an expeditious manner to service calls. Award will be made to that reasonable contractor, whose offer, conforming to this RFP is considered most advantageous to the City, considering the Evaluation Criteria in this Section.

Personnel Qualifications, Project Organization, Experience, and Commitment Criteria: Submittals will be evaluated considering the contractor's technical, managerial experience, and qualifications to work on the project.

Relevant Past and Present Performance Criteria: Assessment of the contractor's past and present performance will be evaluated relative to the capability to meet the performance requirements. Additionally, quality of service, customer satisfaction, cost control and timeliness of past and present projects will be evaluated.

Cost Proposal: Cost component of each submittal will be evaluated with respect to the probable cost to the City of doing business with each submitter; cost proposals will be evaluated for realism and reasonableness of the overall cost and individual cost element estimates. The evaluation will determine if the contractor provided adequate evidence to support the various estimates of cost. Evaluation will consider evidence that the contractor can successfully perform the work as proposed in this RFP at the proposed cost. If unique or innovative approaches are the basis for abnormally low proposed cost, the nature of these approaches and their impact on cost must be explained. A cost risk assessment will be made based upon uncertainties in the contractor's proposed cost.

## **BACKGROUND AND SCOPE OF WORK**

### **General Statement of Duties**

Provide all materials/equipment, labor, installation, warranty, training and maintenance services for an integrated and expandable phone system for the City according to No. 5, Fees. Successful proposer will coordinate with the city staff for approval on all major activities.

### Minimum Qualifications:

Proposers must meet the following minimum requirements:

1. Demonstrate experience with similar phone system installations.
2. Demonstrate capability to provide services maintenance services in an expeditious manner.

### **Services to Be Provided**

#### Number of Phones:

City Hall - 24 Phones

Including one (1) main central command, 16 regular, six (6) regular with extension bank, and one (1) regular dedicated line phone

Bandon Public Library - 5 Phones

Including one (1) main central command, 4 regular

#### Phone Functionality for each of the two locations:

- Basic and reliable phone service
- Full Programmability, Customizable Buttons, Speaker Phone, Conference Calling, Caller ID, Call Forwarding, Call Park, Multi-line Capability, Voice Mail, Music while on hold, Paging and Intercom
- Monthly Maintenance service to cover additions/moves/changes for the first year
- System to be expandable

- Coordinate with City’s current phone service provider as required, all with owner’s approval

**Resources to Be Provided**

- All resources necessary to deliver services in the Scope of Work
- Documentation – User Guide for system comparisons
- Able to provide, upon request, demonstration of proposed system
- Equipment and labor warranty for one year after phone system acceptance, per phase
- Install with a completion date of September 30, 2015
- Maintain current system in operation during transition
- Provide 16 hours of training for staff, with sessions as determined by owner
- Training assistance for 30 days after initial training is completed

**GENERAL INFORMATION**

Proposal Process: The City will assume no cost for proposal preparation and submission. The City of Bandon reserves the right to award or cancel this process at any time. The City is not bound to accept the lowest bid, nor any proposal submitted. Additionally, the City of Bandon reserves the right to reject any or all proposals, waive informalities and to contract as the best interest of the buyer may require. The City of Bandon reserves the right to negotiate final terms and conditions of the proposal and the resulting agreement.

Interviews: Proposers may be invited to an interview with the City’s Selection Committee. Selected agencies will be contacted regarding time and location of an interview.

Compliance with Rules: Proposers responding to this RFP must follow its procedures and requirements. Except as otherwise provided in the RFP, applicable provisions of Oregon Administrative Rules Chapter 137, Division 47 shall apply to all personal service contracts of the City. Failure to comply with or complete any part of this RFP may result in rejection of your Proposal.

Schedule of Request for Proposal Events:

RFP Advertised	July 17, 2015
Proposal Due	July 31, 2015
Council Consideration of Contract	Special City Council Meeting TBD
Commencement of Services	September 30, 2015

Proposal Withdrawal: Any Proposal may be withdrawn at any time before the “Proposal Due” date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the proposer from filing a new Proposal.

Appeals: Bidders who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the City Manager's Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Bandon  
 Attn: City Manager  
 P.O. Box 67

Ownership of Documents: Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

Confidentiality of Information: All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

Public Record: All Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all Proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

Indemnity: The Contractor shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the Contractor or any of its agents, employees or representatives. The indemnity applies to both active and passive acts or other conduct.

Employment Status: Contractor shall perform the work required by this contract as an independent contractor. Although the Owners reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the Owners cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

Contractor represents and warrants that the Contractor is not an employee of the City of Bandon and meets the specific independent contractor standards of ORS 670.600. Contractor is not an officer, employee, or agent of the Owners as those terms are used in ORS 30.265.

Contractor shall be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, the Owners will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations.

Contractor is not eligible for any Social Security, unemployment insurance, or Workers Compensation, from compensation paid to Contractor under this contract except as a self-employed individual.

Insurance: The Contractor shall maintain during the life of this contract and warranty period the following minimum public liability and property damage insurance which shall protect the Owners and Contractor from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this contract, and the limit of liability for such insurance shall be as follows:

- A. Commercial general liability insurance including personal injury liability, blanket contractual liability and broad form property damage liability. The coverage shall be on an occurrence form with limits not less than \$1,000,000 each occurrence, \$2,000,000 policy aggregate. Coverage shall be primary and noncontributory with any insurance carried by the City and shall include a waiver of subrogation endorsement in favor of the City.

- B. Liability as a result of death or bodily injury to any persons, or destruction of or damage to any property arising out of the ownership, maintenance or use of any motor vehicle with limits of not less than \$1 million per occurrence.
- C. Statutory workers compensation and employers liability insurance for the State of Oregon. Coverage shall include a waiver of subrogation endorsement in favor of the City.
- D. Installation floater coverage, for damage to the equipment while installing, testing or while in the contractors care, custody, and control. The limit of the installation floater will be the value of the equipment. The contractor will be responsible for any applicable deductibles.
- E. Contractor shall maintain an excess/umbrella liability policy of not less than \$1 million each occurrence and aggregate that will provide excess limits of liability over the commercial general liability, automobile liability, and employer's liability.

Coverage provided by the contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

The Contractor shall provide certificates of coverage, including applicable endorsements, for such policies within ten days of execution of Contract. The Owners shall be named as an additional insured on the policy; provided, however, that each party shall be liable for injuries or claims arising solely out of that party's acts or omissions and no claim as an "additional insured" shall be made against the other party's carrier for injuries or claims resulting solely from or arising out of that party's acts or omissions. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage without 30 days written notice from the Contractor's insurers to the Owners.