

Harney County, Oregon – Request for Proposal for County-wide VOIP Phone System



Harney County, Oregon is seeking proposals for the replacement of its existing phone system. We are open to proposals for cloud-based or hybrid systems. Evaluation of proposals will be based on responsiveness to the requirements specified in this document and on price. The final award decision will be arrived at through a best-value analysis which considers all relevant factors.

Harney County reserves the right to reject any and all proposals received and to accept or reject any items herein to be in the best interest of the County.

RFP Schedule of Events	
June 27, 2022	Publish Request for Proposal
July 13, 2022	Last day to accept questions and requests for clarification on the RFP 5:00 PM (PST)
July 15, 2022	Answers to submitted questions provided by addendum 5:00 PM (PST)
July 22, 2022	Proposals due - 4:00 PM (PST)
Week of July 25-29, 2022	Evaluation period for award

Proposals may be mailed, hand delivered, or emailed to:

Harney County
 Attn: Derrin “Dag” Robinson
 450 N. Buena
 Vista #14
 Burns, OR 97720
Derrin.robinson@co.harney.or.us

Questions should be emailed to:

Brad Brown, Consultant
 Emailed to: bradb@asibend.com

All questions must be submitted via email by **July 13, 2022**. All responses to questions will be answered by addendum by **5:00 pm on July 15, 2022**. It is the proposer’s responsibility to check the website for any addenda.

RFP responses may be sent via US Mail, FedEx, UPS, or hand delivered or emailed to: Derrin.robinson@co.harney.or.us with the Subject Line “RFP SUBMISSION – Phone System” to remain unviewed until the deadline.

Background

Harney County covers 10,180 miles, but only about 7,600 residents live within its boundaries. The County is the 9th largest County in the U.S. Harney Count became official on February 22, 1889 with the County seat being Burns, Oregon.

The County has the following offices:

1. Administration/County Court/Commissioners
2. Assessor
3. Planning & Building
4. County Clerk
5. Road Dept
6. Fairgrounds
7. County Treasurer
8. GIS
9. Human Resources
10. District Attorney
11. Parole and Probation
12. Sheriff/Corrections
13. Juvenile Dept
14. Justice Court
15. Public Health
16. Home Health
17. Weed Control
18. Watermaster
19. Emergency Management

County buildings are connected by various means. The County's current phone system is an on-premises copper phone system which is approaching its end of life. The following is a system description intended to aid in understanding the scope of our requirements.

Current Phone System

- AVAYA – IP OFFICE 500
- Mixture of other Analog Phone Systems

Total Number of Physical Phones and required network hardware

- QTY (70) – Phones
- QTY (14) – MLOPs (ATAs required)

DELIVERABLES

Table 1. Phone System Requirements

ID	Mandatory or Optional	Description
P1	Mandatory	Integration with Microsoft Office 365
P2	Mandatory	Physical Desktop Phones
P3	Mandatory	Windows Soft Phone capability
P4	Mandatory	Mobile phone client capability (Android and IOS)
P5	Mandatory	Voicemail to e-mail, as well as endpoint
P6	Mandatory	Conference calling – 3-way and conference bridge; capable of supporting a minimum of five simultaneous conference calls; capability to require entry of a passcode to join a call.
P7	Mandatory	Unlimited, no code required local and long-distance calling
P8	Mandatory	Hunt groups (ring a list of single numbers in an order specified)
P9	Mandatory	Internal dialing
P10	Mandatory	Central phonebook
P11	Mandatory	Remote Access to Voicemail
P12	Mandatory	Support for analog devices
P13	Mandatory	Ring Groups
P14	Optional	Faxing solution that eliminates the need for physical fax machines

P15	Optional	Ability to tag extensions for reporting and billing purposes.
P16	Mandatory	Be able to convert current phone numbers
P17	Mandatory	Mute handset or speaker
P18	Mandatory	Call Trees
P19	Mandatory	User web portal where each user can self-configure allowed user options as well as review call history and retrieve stored recorded calls
P20	Mandatory	System must provide an industry standard backup. Define how the backup and restore of the system is completed.
P21	Mandatory	Built in System failover functionality/Fallback/Soft Phone Applications with same feature parity as Hard Phone
P22	Mandatory	Define security of phone system
P23	Mandatory	Define all hardware proposed – servers, endpoints, speakers, recording system, etc.
P24	Mandatory	24x7x365 ongoing support
P25	Mandatory	Provide a minimum of three references of customers currently using the proposed system. Full contact information shall be provided for each reference. Local government references utilizing the system in a manner similar that described by the requirements in this RFP are preferred. At our option, the County may independently identify and contact other organizations utilizing the proposed solution.
P26	Mandatory	Instant Messaging
P27	Mandatory	Call Waiting
P28	Mandatory	Custom Voicemail Greetings
P29	Mandatory	Do Not Disturb
P30	Mandatory	Minimum System Availability of 99%

P31	Mandatory	Follow Me/Find Me Call Forwarding
P32	Mandatory	Extension Dialing between Locations
P33	Mandatory	Consistent and Excellent Voice Quality
P34	Mandatory	Shared Extensions on Multiple Phones
P35	Mandatory	Call Transfer
P36	Mandatory	Hold Music
P37	Mandatory	Headsets
P38	Mandatory	Unlimited Local and 48 contiguous States Calling included with system

System Resiliency

It is imperative that County operations always continue to the greatest extent possible, especially during and immediately following periods of emergency such as natural disasters. The most likely emergency scenario for the County is widespread power and internet connectivity outages due to a flooding. Some County buildings and most data network equipment are protected by generators and uninterruptible power supplies, and most of our fiber is underground. Consequently, our internal data network is very resilient and has a demonstrated ability to continue to function even when much of the County has experienced severe wind and flood damage. Phone communications are crucial to coordinating the recovery effort after such an event.

Considering the information in the previous paragraph, proposals shall describe the resiliency capabilities of the proposed system. Examples of resiliency may include the ability to utilize cellular communications to connect to the public phone system if direct internet connectivity is unavailable.

These resiliency capabilities shall be presented as a separately priced optional feature, unless they are an inherent, non-severable feature of the proposed system's fundamental design.

Vendor Proposed Options

Vendors may propose any additional optional capabilities and/or components that they desire. Vendors are advised to keep in mind that price will be a factor in the evaluation of proposals, so the ability for the County to exclude any of these additional options, along with the attendant costs, from a prospective contract award will make their proposal more competitive.

PROPOSAL REQUIREMENTS

The requirements for the new phone system are documented below.

Each requirement will be identified as mandatory or optional. Proposals rated according to the mandatory requirements. Proposals may include equipment and capabilities which are above and beyond the mandatory and optional requirements specified in this document. Such capabilities will be factored into a best value evaluation, but it is recommended that vendors make these capabilities optional components of their proposal. Proposals shall include any hardware, software, add on fees, support, and/or subscription costs, as well as any fees for complete setup and configuration.

Proposals shall include a description of on-going, 24x7x365 support provided by the proposed solution. Proposals shall include training for administration on all aspects of the proposed system. Harney County may seek clarification on a vendor's description of how their system meets a given requirement, but final determination of the responsiveness of a proposal to our requirements will be made solely by the County.

Proposers will be responsible for delivery of their proposals to Harney County before the deadline. Any proposal received after the deadline will not be considered.

Harney County reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals.

The evaluation of proposals will be done by a review/recommendation committee appointed by the County Judge. The committee will then forward a recommendation to the Harney County Court for consideration. Protests of award must be filed in writing in the same manner as proposal submission.

Harney County does not discriminate on the basis of race, creed, color, ethnicity, national origin, sex, age, marital status or any other protected status.

Include all information requested, organized in tabbed sections clearly identified in a table of contents as described in the paragraphs that follow. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separate appendix to the proposal.

The successful contractor will be required to enter into an agreement for professional services with Harney County substantively similar to the draft agreement attached as Appendix A.

Proposal Grading Metrics

The following metrics will be used to grade proposals submitted in response to this RFP. These metrics will be applied independently to phone system and call center proposals. Harney County reserves the right to request clarification from individual vendors during the evaluation process to ensure that we completely understand their proposal.

Response Evaluation

This is a pass-fail metric that will be used for the initial screening of proposals. Proposals will be evaluated to determine if they address all requirements identified as mandatory in the RFP. The quality of the proposed solution to each mandatory requirement will not be evaluated in this phase, only whether the requirement is addressed or not. Proposals which fail to address two or more mandatory requirements will not be subjected to any further evaluation and will be dropped from consideration for award.

Scoring

Proposals that pass the Responsiveness Evaluation will be further evaluated based on the scoring metrics below. A score of 0 – 100 will be assigned for each metric. Individual scores will be determined based on an evaluation of how well the proposed solution addresses the requirement in question. Individual scores will be multiplied by the scoring weight shown below and then algebraically summed to produce an overall score for each proposal. The highest scoring proposal will be considered the top award candidate. Harney County reserves the right to not make an award, regardless of scores, if in our sole opinion none of the proposals is adequate for our needs.

Scoring Metrics

ID	Metric Name	Description	Scoring Weight
1	Mandatory Requirements	Each mandatory requirement documented in Tables 1 and 2 will be individually evaluated and assigned a score.	35%
2	Optional Requirements	Each optional requirement documented in tables 1 and 2 will be individually evaluated and assigned a score	15%
3	Vendor Proposed Options	Each vendor proposed option will be individually evaluated and assigned a score. Options which are determined to not be useful, desirable or affordable for the County will be assigned a score of 0 regardless of technical and functional quality.	15%
4	References	Information obtained from all references, including those identified independently, will be aggregated and a single score assigned.	15%
5	Price	This is the one metric in which proposals will be evaluated against each other as opposed to the requirements in this RFP. The highest priced proposal will be assigned the lowest score, the next highest priced proposal the next lowest score, etc. until the lowest priced proposal is assigned the highest score.	10%
6	Overall	This metric will allow us to factor in the synergy of the components of the proposal.	10%

APPENDIX A

SAMPLE - PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between Harney County, a political subdivision of the State of Oregon, hereinafter "County", and _____, hereinafter referred to as "Contractor". IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

1. **Effective Date and Duration.** This Agreement is effective _____ and shall continue to be in for a period of five years, unless extended by mutual written agreement of the parties or earlier terminated. All sections of this Contract that would be expected to survive termination or expiration of this Contract will do so.

2. **Scope of Work.** Contractor shall perform the services of _____; more particularly described as follows:

3. **Consideration.** County shall pay Contractor the sum not to exceed _____ in any fiscal year. Contractor shall invoice County for work actually performed or services provided. Said sum shall be payable by County within 30 days following the receipt of an invoice, pursuant to the following fee schedule:

Notwithstanding any other provision of this Agreement, in the event that Contractor fails to submit any required reports when due, or fails to perform or document the performance of contracted services, the County may withhold payments under this Agreement. Such withholding of payment for cause shall continue until the Contractor submits required reports, performs the required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of the Contractor.

4. **Independent Contractor Status.** Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of County. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement; for payment of any fees, taxes, royalties or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to County.

5. **Representations and Warranties.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract,

when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. All services provided under this contract are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the property of the County.

6. Records Maintenance. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow County the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for six years after County makes final payment and all other pending matters are closed.

7. Confidentiality. The use or disclosure by Contractor and its employees and agents of any information concerning a recipient of services provided pursuant to this Agreement, for any purpose not directly connected with the administration of Contractor's responsibilities with respect to such services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. Contractor shall prohibit the use or disclosure by Contractor's subcontractors and their employees and agents of any information concerning a recipient of services purchased under the applicable subcontract(s), for any purpose not directly connected with the administration of the Contractor's or subcontractor's responsibilities with respect to such purchased services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. Contractor shall, and shall cause its subcontractors to comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

8. Compliance with Laws. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

9. Hold Harmless. Contractor shall be solely responsible for any and all injuries to any and all persons or property caused directly or indirectly by reason of any or all activities of Contractor in the performance of this Agreement. Contractor further agrees to indemnify, save harmless and defend County, its officers, agents, representatives and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, connected with or related to activities or errors and omissions of Contractor, its officers, employees, subcontractors or agents pursuant to this Agreement.

10. **Subcontracting.** Contractor shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement, without County's written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontracts under this Agreement a requirement that the subcontractor be bound by this Agreement as if subcontractor were Contractor. County's consent to any subcontract under this Agreement shall not relieve Contractor of any of its duties or obligations under this Agreement. Moreover, approval by the County of a subcontract shall not result in any obligations or liabilities to the County in addition to those set forth in this Agreement, including, without limitation, the agreed rates of payment and total consideration. Contractor shall be solely responsible for any and all obligations owing to the subcontractors.

11. **Termination.** After a period of one year from the effective date, this Agreement may be terminated by mutual consent of the parties or upon written notice from either party within 60 days of the end of the one year period. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

12. **Limitations of Liability.** Except for liability arising under or related to Sections 11 or 5, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

13. **Insurance.** In conjunction with all services performed under this Agreement:

A. Contractor shall obtain, maintain and furnish to the County, upon request, proof of professional liability insurance and comprehensive liability insurance covering the contracted services to be performed by Contractor. Such insurance, whatever the form, shall name Harney County, its officers, agents and employees as additional insureds and shall not be less than the following:

i. \$2,000,000 broad form comprehensive general liability insurance covering bodily injury and property damage; and

ii. \$1,000,000 for errors and omissions or professional liability/malpractice.

B. Contractor shall also furnish County evidence of motor vehicle liability insurance of not less than \$500,000 combined single limit for any motor vehicle operated by Contractor, its agents or employees in the performance of this Agreement.

C. In the event of unilateral cancellation, restriction or modification by the insurance company of Contractor's insurance policies required herein, Contractor shall immediately notify County verbally and in writing.

14. **Debt Limitation and Non-Appropriation.** This Agreement is expressly subject to the debt limitation for Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative only to that extent. In the event that sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Agreement, and if

County has no funds legally available for consideration from other sources, then County may terminate this Agreement in accordance with Section 11 of this Agreement.

15. No Third Party Beneficiaries; Successors and Assigns. The County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or to provide any benefit or right, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Nothing in this Agreement is intended to require any party to do or undertake any activity which it is not authorized to do. This Agreement shall be binding upon and inure to the benefit of the County, Contractor, and their respective successors and assigns, except that Contractor may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of the County, which consent may be withheld for any reason.

16. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

17. Entire Agreement; Waiver. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.

18. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, suit, action, or proceeding (collectively "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Harney County Circuit Court of the State of Oregon; provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by execution of this Agreement, hereby consents to the in personam jurisdiction of said courts.

19. Ownership of Work Product. Every work of authorship and other tangible or intangible item that Contractor is required to deliver to County under this Contract (collectively, "Work Product") shall be the exclusive property of County. County and Contractor agree that all Work Product is "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason any Work Product is not "work made for hire," Contractor hereby irrevocably assigns to County any and all of its rights, title, and interest in all such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon County's reasonable request, Contractor shall acquire such further rights and execute such further documents and instruments as are necessary to fully vest such rights in County.

20. **Attorney Fees.** In the event an action, suit or proceeding, including any and all appeals therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs and disbursements incurred as a result of said action, suit, proceeding or appeal.

21. **Contractor warranty and covenant concerning tax law compliance.** Contractor represents and warrants that it has complied with the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract and Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before Contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

DATED this ____ day of _____, 20__.

SIGNATURE PAGE TO FOLLOW