



City of Wentzville

Request for Proposal Telephone System

Purchasing Office
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TABLE OF CONTENTS

TITLE PAGE	Cover
BID NOTICE	3
GENERAL INFORMATION	4
BACKGROUND	5
SCOPE OF SUMMARY	5
PROPOSAL ACCEPTANCE	6
EVALUATION CRITERIA	7
NOTICE AND RESPONSE CRITERIA	8
SCOPE OF SERVICES	10
OFFEROR PROPOSAL OUTLINE	16
PRICING SCHEDULE	21
NON-COLLUSIVE AFFIDAVIT OF PRIME OFFEROR	22
VERIFICATION OF PROOF OF CITIZENSHIP	23
AFFIDAVIT OF PARTICIPATION IN FEDERAL WORK PROGRAM	24
AGREEMENT FOR SERVICES	25
TERMS AND CONDITIONS	31
ANNUAL WAGE ORDER NO #18	

B12WZ006
Telephone System



**CITY OF WENTZVILLE
WENTZVILLE, MO 63385**

**BID NOTICE
REQUEST FOR PROPOSAL**

**RFP: B12WZ006
TITLE: TELEPHONE SYSTEM**

RETURN BID TIME AND DATE: 2:00 PM, FEBRUARY 15, 2011

QUESTIONS RELATED TO THIS RFP SHOULD BE DIRECTED TO:

**PURCHASING OFFICE
636-639-2005
PURCHASING@WENTZVILLEMO.ORG**

MAILING INSTRUCTIONS: The Offeror is to print or type RFP Number, Return Due Date, and Title on the lower left hand corner of the envelope or package. Delivered sealed bids must be in the Purchasing Office by return bid date and time.

**RETURN BID TO: BID SOLICITATION – B12WZ006
PURCHASING OFFICE
5 W. PEARCE BLVD
WENTZVILLE, MO 63385**

This document constitutes a request for sealed bids from qualified companies, individuals, and/or organizations to furnish the product and services as described herein. The Offeror hereby declares understanding, agreement and certification of compliance to provide the product and services, at the prices quoted, in accordance with all requirements and specifications contained herein and the City of Wentzville Terms and Conditions. The Offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The Offeror further agrees upon receipt of an authorized purchase order from the City of Wentzville is issued by an authorized official of the City of Wentzville, a binding contract shall exist between the Offeror and the City of Wentzville.

OFFEROR SIGNATURE REQUIRED

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
COMPANY NAME	(Individual Or Partnership Or Corporation) STATE OF:
MAILING ADDRESS	PHONE NO.
CITY, STATE, ZIP	FAX NO.
FEDERAL EMPLOYER ID NO.	Missouri Charter Number (if licensed in MO)
EMAIL ADDRESS	City of Wentzville Business License No.

INTRODUCTION AND GENERAL INFORMATION

Telephone System Services

The City of Wentzville is seeking to establish a contract with an established firm that meets all of the criteria as established within this request for proposal. The qualified contractor will be required to provide the Telephone System and Services as per the specifications of the City.

SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	January 18, 2012
Deadline for Written Questions	January 31, 2012
Responses to Questions	February 8, 2012
Proposals are Due	February 15, 2012
Notification of Award	March 30, 2012

Mandatory Specifications

- 1) All proposals must include the below documents for the Offeror submitted proposal to be considered in the evaluation of bids. The documentation must be completed in total. Offeror is encouraged to address the documentation immediately upon receipt of the proposals. **Failure of a Offeror to submit the below completed documentation in the original bid submission will result in the Offeror proposal to not be considered for evaluation.**
 - Non-Collusive Affidavit of Prime Offeror
 - Verification of Proof of Citizenship – Public Benefits
 - Affidavit of Participation of Federal Work Authorization Program
 - E-Verify Registration (To apply: www.uscis.gov)
 - Business registration information on file with the Secretary of State, as applicable to the state where the business headquarters is located.
 - Bid Bond in the amount of 5% of the total proposal or \$500; whichever is greater and submitted with proposal.
 - Performance/Payment Bond submitted upon receipt of Notice of Award.
- 2) The Offeror must have a minimum of five (5) years' experience in providing the services as applicable to the specifications of this RFP.
- 3) Offeror **must submit** the original proposal and five (5) copies of the proposal for a total of six (6) copies. Failure of the Offeror to submit the required copies of the Offeror proposal could result in the Offeror being charged for the additional copies. There would be a 25 cent charge for each page of the Offeror proposal.

B12WZ006
Telephone System

- 4) Any information provided to an Offeror outside the procedural guidelines of this RFP shall be considered not to be valid and will not be considered during the evaluation process. Offeror are encouraged to route questions through the Purchasing Office. All questions submitted from potential Offeror will be responded to in writing; and the same information will be shared with those Offerors on the City's solicited Offeror list. It is the Offeror responsibility to contact the Purchasing Office at 636-639-2005 or email Purchasing@wentzvillemo.org to confirm the Offeror is shown on this list.

Background Information

The City of Wentzville's current telephone system is a combination of analog, digital, and VoIP dependent upon the location within the City. The IP Metro Ethernet Fiber trunk operates at 1 gigabyte with exceptions. The City's system breakdown is:

City Hall

Telephones – 24 digital and 8 analog with 4 analog trunks
Data Network - 1 gigabyte Metro Ethernet

Public Works

Telephones – 45 digital and 8 analog with 4 analog trunks
Data Network – 1 gigabyte Metro Ethernet

Public Works – Treatment Plant

Telephones – 5 digital and 4 analog with 2 analog trunks; 5 VoIP Stations
Data Network – 1 gigabyte Metro Ethernet

Public Works – Water Tower

Telephones – 3 analog
Data Network – 3 MB Metro Ether Link

Parks and Recreation

Telephones – 14 digital and 4 analog with 4 analog trunks
Data Network – 1 gigabyte Metro Ethernet

Finance Building

Telephones – 4 analog with 4 analog trunks; 16 IP Stations
Data Network – 1 gigabyte Metro Ethernet

Law Enforcement Center (Police Department)

Telephones – 64 digital and 40 analog with Voicemail Pro
Data Network – 1 gigabyte Metro Ethernet

SCOPE OF SUMMARY

The Information Systems Technology Division (IS) of the City of Wentzville is requesting proposals for the replacement of the City's antiquated telephone system. The City would prefer to replace the telephone system with current voice/data technology and is requesting the new telephone system to be Voice over Internet Protocol (VoIP). The new system shall include a Unified Messaging and integrate with the City's Exchange 2003

B12WZ006
Telephone System

Email System and to have the compatibility to integrate with Exchange 2010 Email System. The proposals should reflect a complete system, yet the City prefers to reuse any viable equipment currently in use by the City. The City current telephone system is less than 10% Voice over Internet Protocol. Upon successful replacement and operation of the new telephone system, the old telephone system is to be removed by the contractor.

The City, in requesting this type of system, wishes to take advantage of the benefits that a VoIP system will bring to the City. Each respondent should include in their response the benefits that their system will return to the City including, but not limited to, the costs savings of utilizing converged voice and data networks, the increased efficiencies that staff will realize and the benefits afforded to staff and citizens available through their system.

The City is also interested in incorporating the Microsoft Lync Communication Server in conjunction with the new telephone system.

It is the intent of this Request for Proposal that the responder shall provide a complete, end to end solution for the installation. The Offeror shall provide all design, planning, system architecture, installation, network analysis, training and post installation support for the project. The Offeror is to include a drawing and map of the City's current telephone system and inventory of instruments. The City of Wentzville Project Manager will act in oversight and advisory positions only.

The Offeror is also expected to provide a comprehensive training plan for all employees. It is expected that the City IS staff will require technical training at various levels and that line staff will require training on new systems. IS staff will work with Offeror to develop a training plan schedule.

The Offeror is expected to plan and conduct the installation of the project with minimal impact to daily operations of the City and minimal impact to City staff. City IS staff will work closely with the Offeror to create a working project plan that will achieve these goals.

The City's timeline to begin the project is anticipated to begin in April of 2012.

PROPOSAL ACCEPTANCE CONDITIONS

This RFP does not commit the City of Wentzville to award a contract or to pay any costs to Proposers in preparation of their proposal. The City of Wentzville at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of the RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City. If any proprietary information is contained in the proposal, it should be clearly identified. Following the award of the RFP, information submitted by the Proposers is subject to review by the general public.

EVALUATION CRITERIA

An Evaluation Team will evaluate the RFP responses received from each Offeror. Prior to recommendation of the award, the City of Wentzville reserves the right to conduct on-site visits of any Offeror facilities and require each Offeror to present items contained in the RFP response and any other items deemed appropriate by the City of Wentzville.

If an award is made as a result of this RFP, it shall be awarded to the respondent whose proposal is most advantageous to the City with price and other factors including, but not limited to, responses to RFP questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; licenses, ISO Certifications or any other applicable certifications; presentations to the City Evaluation Team (if applicable); on-site visits at Offeror's site (if applicable); product samples which the City may, at its discretion, request as part of the RFP process; any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP.

When determining whether a respondent is responsible, or when evaluating a respondent's proposal, the following factors will be considered, any one of which will suffice to determine if a respondent is either not a responsible respondent or the respondent's proposal is not the most advantageous to the City.

1. Compliance with the equipment specifications, or approved equal, as outlined in the RFP;
2. Citizenship and E-Verify certification;
3. The ability, capacity and skill of the respondent to perform the contract or provide the service required;
4. Whether the respondent can perform the contract within the time specified;
5. The quality of performance of previous public and private contracts or services, including, but not limited to, the respondent's failure to perform satisfactorily or complete any written contract.
6. Evidence of collusion with any other respondent, in which case colluding Offerors will be restricted from submitting further bids on the subject project.
7. The City may use some or all of the criteria in its evaluation and comparison of the proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which the criteria appears is not intended to indicate their relative importance:
8. Any other reason deemed proper by the City.

The City may also contact and evaluate the Offeror references; contact any Offeror to clarify any response; contact any users of a Offeror services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not

B12WZ006
Telephone System

be obligated to accept the lowest priced services, but shall make award in the best interest of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

Notices and Response Criteria

This RFP has been compiled in good faith. The information contained within is selective and subject to the City's updating, expansion, revision, and amendment.

The City reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner thereafter.

Recipients of the RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting; offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

Responses to this RFP will become the property of the City, and will form the basis of negotiations of an agreement between the City and the successful Offeror.

The City is not liable and will not be responsible for any costs incurred by any Offeror(s) for the preparation and delivery of the RFP responses, nor will the City be liable for any costs incurred prior to the execution of any agreement, including but not limited to, presentations by RFP finalists to the City.

Note: Please review the following additional criteria:

1. Waiver of Minor Administrative Irregularities
The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.
2. Single Response
A single response to the RFP may be deemed a failure of competition, and in the best interest of the City, the RFP may be cancelled.
3. Proposal Rejection
The City reserves the right to reject any or all proposals at any time without penalty.
4. Withdrawal of Proposals
Offerors may withdraw a proposal that has been submitted any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the Offeror must be submitted to the City's

B12WZ006
Telephone System

Purchasing Division. The Offeror may submit another proposal at any time up to the proposal closing date and time.

5. Proprietary Proposal Material
Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a Offeror's proposal, the City will comply according to Missouri Sunshine Law.
6. Response Property of the City
All materials submitted in response to this request become the property of the City. Selection or rejection of a response does not affect this right.
7. No Obligation To Buy
The City reserves the right to refrain from contracting with any Offeror. The release of this RFP does not compel the City to purchase.
8. Cost of Preparing Proposals
The City is not liable for any costs incurred by Offerors in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.
9. Errors in Proposal
The City will not be liable for any errors in Offeror proposals. Offerors will not be allowed to alter proposal documents after the deadline for proposal submission.
10. Response Information
Information regarding this Request for Proposal, including any addenda, is available at www.wentzvillemo.org/biddingopportunities or contact Purchasing Office at (636) 639-2005 or Purchasing@wentzvillemo.org.
11. Addenda
Offerors are responsible for checking the City of Wentzville's website for the issuance of any addenda prior to submitting a response. The address is www.wentzvillemo.org/biddingopportunities.
12. Contract Award and Execution
The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Offeror can offer.

The City shall attempt to negotiate a contract with the Respondent who offered the most advantageous proposal at a price which the City determines is fair and reasonable. If the City is unable to negotiate a satisfactory contract with the firm selected at a price the City determines to be fair and reasonable, negotiations with that firm shall be formally terminated and the City shall select the next best proposal and continue until an agreement is reached or the process is terminated.

SCOPE OF SERVICES

The Information Systems Technology Division (IS) of the City of Wentzville is requesting proposals for the replacement of the City's antiquated telephone system. The City would prefer to replace the phone system with current voice/data technology and is requesting the new telephone system to be Voice over Internet Protocol (VoIP). The new system shall include a Unified Messaging and integrate with the City's Exchange 2003 Email System and to have the compatibility to integrate with Exchange 2010 Email System. The City is in the process of upgrading to Exchange 2010 Email System with a projected completion date of March 2012. The proposals should reflect a complete system, yet the City prefers to reuse any viable equipment currently in use by the City. The City current telephone system is less than 10% Voice over Internet Protocol. Upon successful replacement and operation of the new telephone system.

The City, in requesting this type of system, wishes to take advantage of the benefits that a VoIP system will bring to the City. Each respondent should include in their response the benefits that their system will return to the City including, but not limited to, the costs savings of utilizing converged voice and data networks, the increased efficiencies that staff will realize and the benefits afforded to staff and citizens available through their system.

1. City Requirements

The new Telephone, Voicemail and Unified Messaging system design should provide a uniform communication system for all current City facilities and shall be expandable at the convenience of the City. The new system must provide a single system in terms of dialing, feature access, and administration. The City intends to have the new Telephone System administered from our City Data Center located at the Law Enforcement Center 1019 Schroeder's Creek Boulevard, Wentzville, MO 63385. The City currently operates with copper wire for most of the telephone system and less than 10% over the data fiber infrastructure. The City's data fiber infrastructure covers 99% of the City with the sole exception being the Water Tower Administrative Building located on East Pearce Boulevard. It is not cost effective for the City to install a fiber infrastructure at the present time and there are no proposed plans for the future installation of fiber.

The City's desire is to take advantage of the investment already put into place for a Voice over Internet Protocol (VoIP) solution and wishes for all Offerors to make their proposals accordingly. The City will not entertain proposals that do not offer VoIP as the primary recommended solution. The City will allow Offerors to submit up to one (1) additional alternative proposal but the alternative proposal will not be reviewed as the primary basis for award. The City is entertaining proposals to be submitted in two (2) formats:

- 1) Outright purchase of hardware and installation;

The total number of handsets, endpoints, and ports needed for each location, including the City's Data Hub is to be included in the Offeror's proposal.

This RFP does not specify a manufacturer. The City does desire for each Offeror to utilize any and all current Nortel equipment for the purposes of reducing the overall cost

B12WZ006
Telephone System

of the new telephone system. If an Offeror finds the Nortel equipment not compatible the City would prefer to see an Offeror to show in their proposal a trade-in value to offset some of the cost affiliated with the new Telephone System. The City anticipates offerors will evaluate the City's functional requirements and propose the best solution for the City's needs regarding the Equipment and Manufacturer Platform.

2. Network Assessment

The City understands and expects that the Offeror will need to provide a full network assessment to determine the viability of integrating and installing the new voice system onto the existing data network. The needs and expectations of a converged network do place different requirements on the network in terms of Quality of Service, packet prioritization, termination expectations and other requirements. Although the City believes that our network is Voice ready, since partial systems are VoIP, the City desires the Offeror to perform a full network assessment and determine what, if any, network updates or quality mitigation processes must be achieved in order to support the new Converged Data/Voice system.

Each Offeror will provide all results of the assessment including necessary network maps, specification thresholds, specific problem areas and the recommended solution and cost for each.

The network assessment will reveal confidential information as related to the City's network infrastructure; thereby it will be a requirement of the City of Wentzville for each Offeror to work through the Information Systems Manager prior to participation receiving network architecture information.

3. Cable

The Offeror is to provide cable from the wall to the phone. As the installation is expected to be "in-line" with the handset/endpoint existing between the wall jack and the computer, any additional cabling will be provided by the Offeror. The Offeror will be responsible for wiring connections from the VoIP system to any communications equipment utilizing the VoIP system. Offeror is responsible for re-termination of services from existing system to the new VoIP system. Any additional cabling/wiring needed by the Offeror to complete the installation should be included as part of the RFP response.

4. Required Services

911 Services. Emergency 911 Services are mandated for this system. The Offeror shall provide a solution for 911 dialing from within the City's telephone network that achieves all of the expected performance of a 911 system without substantially changing any of the expected normal operations of the system.

Call Accounting System (CAS). A Call Accounting System (CAS) is required and must be part of the base proposal for this system. The CAS must include Call Dialing Report (CDR) for inbound, outbound and internal calls and usage reports for all types of inbound, outbound and internal calls.

B12WZ006
Telephone System

Each Offeror is to describe your company's solution to the Call Accounting System and attach sample reports. Offeror should also provide training in the administration, maintenance, programming and daily operation of the Call Accounting System.

Unified Messaging. The City wishes to implement Unified Messaging and integrate the VoIP system with the City's Exchange E-Mail system. The City at the time of solicitation for this RFP will be upgrading to Microsoft Exchange 2010. The Offeror shall propose the best way to achieve this with full functionality and with minimal impact on services. The Offeror shall also provide any costs necessary for licensing that may be required to achieve this.

The City is also interested in future integration with Microsoft Communication Server. The Offeror shall also provide a plan for the smooth integration of Microsoft Communication Server at a point in the future.

5. Training

The Offeror is to provide a comprehensive training plan that incorporates multiple levels of training for City staff. It is expected designated City staff will receive training on the usage of the proposed telephones. Other specific training expectations for the employees listed are as follows:

- Receptionist Training 10 employees
- Departmental Staff 120 employees
- System Administrator (Voice) 2 employees and 3 contracted employees
- Help Desk 2 employees and 3 contracted employees
- System Administration Network 2 employees and 3 contracted employees

The Offeror proposal will include a complete list of off-premise training classes including a complete description, cost, number of days, and location. The information is to include the design of the class to determine who should attend.

The Offeror proposal will include in-house training for end-users at designated locations for City employees. Time and places for training will be determined following the contract award.

6. Feature Set (non-inclusive)

The Offeror should use the list below as a baseline and as a starting point for the expected operations of the system. The City expects the successful Offeror will have had experience with municipalities, corporations and other businesses of the City's size and scope and will be able to provide consulting advice, input and insight into what other Cities are using and to provide suggestions that will enhance the usability and functionality of the system.

- Automatic Callback
- Call Waiting
- Paging and Group Paging
- Direct Inward Dial (DD)
- Distinctive Rings

B12WZ006 Telephone System

- Various Analog Devices (Stations, Fax, Modem)
- Automatic Call Distribution (ACD) Groups
- Custom Call Routing
- Group Call Pickup
- Fax Management
- Remote Maintenance
- Voice Mail
- Night Service
- Soft Phone Features
- Consistent and excellent voice quality
- Toll Charges, classes of service for Toll restriction
- Add On Conference (up to 12)
- Conference bridging for internal and external
- Call forward capability to external numbers
- Station Message Detailed Report
- Music On Hold
- Voice Mail Light Indicator
- Remote Handsets
- Remote Web Administration

7. Single Point of Responsibility.

The City requires a single point of contact and authority and a single contracting entity for this project. The City will not enter into any agreement with an Offeror that does not provide a single point of accountability for the installation of the system.

8. Emergency Operations Center

The Offeror is to include in their proposal a list of features that support the establishment of an Emergency Operations Center should a disaster situation is declared within the City.

9. Technical Requirements

The Offeror must provide a complete system design showing the integration of the voice network into the data network. And the Offeror must provide the methodology for assuring voice quality throughout the system.

Core system servers, switches, call managers and other equipment will be installed in the City Data Center located at the Law Enforcement Center. Remote site equipment will be installed in secure data closets at each City Building. The Offeror will provide recommendations and drawing showing the placement of the equipment in the appropriate network racks. The Offeror is not to use the City's data network racks for the proposed telephone equipment.

If the Offeror proposes a switching solution based on Power over Ethernet (POE), respondent shall provide detailed specifications for the switching equipment, pricing and placement for the equipment. Maintenance costs of this equipment shall be reflected in the maintenance section of the response.

Redundancy/Failover. It is the intent of this proposal to have a system that has failover capabilities in case of system failure and to have an acceptable level of redundancy in case of power failure or other incident. Offeror is to provide a solution to assure the system is operational 24/7. The City currently has backup UPS and Generator capability for City buildings. The Offeror shall provide a plan to assure continuous operations in all areas throughout the City.

10. System Administration.

The City's Information System Division staff will administer some of the basic features of the system. Installation of the new VoIP system will include training for staff in system administration.

The Offeror must include the administrative services and cost of those services the Offeror is proposing to administer the new VoIP system. Remote administration of the system must be available to technical and operations City staff and the Offeror staff. The Offeror is to supply all additional equipment and software needed for the system programming and operation.

11. System Design Requirements.

The City uses a 4-digit internal dialing plan. The Offeror may include the same dialing plan within the proposal or include a new dialing plan that is applicable to the proposed new system. The Offeror shall be responsible for developing a new plan if proposed and to assure training needs and corrective operations are met.

12. Security

The system should have security set features built in that allow the administrator to remotely administer security levels of users. It should fully integrate with the City's Active Directory and should allow the administrator to control class of services and class of restriction.

13. Offeror Requirements

Offeror will provide documentation showing call handling and device addressing schemes, an initial inventory of equipment for each completed location including model and serial numbers of phones, switches and routers, as well as any other relevant equipment.

14. Project Management

Offeror is to provide a Project Manager for this installation that will interface and become the main contact with the City for the duration of the project. The Project Manager will be assigned to the City throughout the life of the project and whose assignment will not be changed without the prior consent of the City. The City expects that the Project Manager to attend all meetings affiliated with this Project. The City reserves the right to request a change in Project Management based on performance.

15. Maintenance and Support

B12WZ006
Telephone System

The Offeror shall provide the City with a complete listing of available service and support plans. These shall include the range of offered services including all levels of support. As follows:

- An itemized list of services for each location
- Ongoing Maintenance cost
- Forecast any increase up to 5 years for hardware and software maintenance
- Offeror to provide detail of local support, hours or limits of coverage for service and repairs
- Offeror to provide maintenance plan options
- Provide software upgrade plans inclusive in Maintenance

16. Transition Plan

The City expects the installation of the new system to have little to no impact to on-going City operations. The Offeror is expected to have experience in this area and to provide the City with a plan to accomplish this as follows:

- Offeror to create a design to move the units off the old system to the new system with minimized disruption to staff and to create a pre-planned schedule for notification purposes;
- Offeror to provide how (and validate procedure) the parallel process will migrate old to new;
- All documentation, installation, reports and materials must be provided to City of Wentzville prior to commencement of installation, followed by submission of any Moves, Additions, or Changes.

OFFEROR PROPOSAL OUTLINE

The Offeror must follow the outline as shown below when submitting their proposal as related to the RFP. The City will be using the information as requested as part of the Evaluation Process when comparing proposal submissions from each Offeror.

Background and Introduction

1. Describe the full network assessment you are proposing:
2. Indicate your ability to perform the cable installation and connections:

Required Services:

1. Outline your methodology of how to complete your proposed plan and experience in performing the 911 services:
2. Indicate your plan of action to perform and experience in the performing the Reverse 911 services:
3. Describe your solution to comply with the City's proposed Unified Messaging and migration to VoIP and Exchange 2010:

Training:

1. Indicate your comprehensive training solution to train the City employees of the levels as shown in under Scope of Services. Indicate if this is a "train the trainer" implementation:
2. Indicate your comprehensive training solution to train all employees, with recommendations relative to staff requirements:
3. Provide a complete list of off-premise training classes including description, time required, location, and target audience. Any cost for these services is included in the Pricing Schedule.
4. Provide a summary of in-house training for end-users at designated locations. Times and places will be provided to the successful Offeror and will become part of negotiations.
5. Indicate the number of manuals and operational handbooks to be provided to each employee on hire at each location, at no additional cost to the City:
6. Indicate the method that the City will use to obtain additional manuals and handbooks:

Feature Set:

1. The following is a list of features, non-inclusive, that have been requested. Please indicate your inability to furnish a feature by striking through that feature you are not able to provide. In addition, as this is not a complete list, please indicate any additional features in the space provided;
 - a. Automatic Callback
 - b. Call waiting

B12WZ006
Telephone System

- c. Paging and Group Paging
- d. Direct inward Dial (DID)
- e. Distinctive rings
- f. Various Analog Devices (Stations, Fax, Modem)
- g. Automatic Call Distribution (ACD) Groups
- h. Custom Call Routing (CCR)
- i. Group Call Pickup
- j. Fax Management
- k. Remote Maintenance
- l. Voice Mail
- m. Night Service
- n. Soft phone features
- o. Consistent and excellent voice quality
- p. Toll Charges, classes of service for Toll restriction
- q. Add On Conference (up to 12)
- r. Conference bridging for internal and external
- s. Automatic alternate routing
- t. Call forward capability to external numbers, using limited toll
- u. SMDR (Station Message Detail Report)
- v. Overhead Paging and External Bell Capability
- w. Orbit (Park and Page)
- x. Music on Hold
- y. Voice Mail Light Indicator

Enumerate below any/all additional features you can provide that are not listed above:

Single Point of Responsibility/Accountability:

1. The City's expectation is to have a single point of contact, i.e. a single point of authority and a single entity for this project. This is of a critical nature for this RFP; a contract will NOT be awarded to a Offeror who does not have this single point of accountability. Indicate below you understanding and compliance with this requirement:

Emergency Operations Center (EOC):

1. Indicate a list of features that support the establishment of an EOC on short notice:

Technical Requirements:

1. Provide a complete system design and methodology for assuring system wide voice quality:

B12WZ006
Telephone System

2. Recommend and illustrate equipment to be installed in the City Data Center, ensuring that additional racks and/or cabinets are included in the bid:
3. Provide a solution to redundancy/failover in case of system wide failure, ensuring that the system is operational 24/7. Provide a plan to assure continuous operation in areas not served by UPS and/or generator:
4. VoIP will require specialized training for system administration staff: remote system administration is required. Offeror to provide all additional equipment and software for system programming and operation. Indicate below your solution for this requirement:
5. The City will adopt a new dialing plan and number schema. Offeror will provide assistance in developing this plan as well as assessment of Primary Rate Interface (PRI) needs based on the best practices. Indicate below your solution for this requirement;
6. System security features need to be built in allowing the administrator to remotely assess all levels of users. Indicate below your ability to provide this level of security;
7. Provide documentation showing call handling and device addressing schemas, initial equipment inventory for each location including model/serial numbers, switches, routers, and other relevant equipment.
8. The Offeror-provided Project Manager for installation and continuing contact with the Offeror is a critical position. The City wishes to be able to meet and interview this person as part of any finalist interview. Please indicate concurrence with this philosophy:
9. Offeror will provide below a complete listing of maintenance and support services indicated and the range of services offered:
 - An itemized list of services for each site
 - Respondent to provide detail of local support, hours or limits of coverage for service and repairs

The below items are to be priced in the Pricing Schedule Section

- Ongoing Maintenance cost
- Forecast any increase for up to 5 years for hardware and software maintenance
- Provide software upgrade plans inclusive in Maintenance
- Respondent to provide maintenance plan options and costs with one hour or less response times

General Questions:

B12WZ006

Telephone System

1. Does your company meet the business size requirements? The City prefers not to represent more than 30% of any Offeror's total revenue:
2. How many years has your company been in business? How long have you been providing telephone systems? What is your company's primary line of business?
3. Please provide credit references to demonstrate your company's future viability. Please include your Dunn & Bradstreet number (D-U-N-S number)
4. Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services you offer:
5. Do you anticipate that your company will be acquired in the foreseeable future? Is your company planning to acquire other companies? If yes, please provide the names of the companies and the nature of business:
6. Provide at least two (2) companies and three (3) municipalities you have serviced in the last five (5) years; to include a description of the project, project cost, and if the project was completed within the Offeror project bid amount.
7. Include names of three (3) current customers (title and phone numbers) that have had installations similar to that described in this RFP and a letter of recommendation from each:
8. Describe any other value-added services your company is capable of providing:

Summary:

Explain in one page or less how your solution will differentiate you from other Offerors and why we should choose you as our successful Offeror. List the unique features that give your company a competitive edge in the telephony industry:

Pricing Schedule:

Provide pricing in the matrix below for all equipment and services, including switches, telephones, telephone cabling, labor, etc. All prices on equipment must be itemized as shown and must be submitted on the form shown below. Additionally, the City reserves the right to purchase all or some of the proposed solution.

The City wishes to ascertain any/all maintenance costs and the length of the warranty on the system. The maintenance cost should include the all-inclusive hourly charge rates (during specified hours), and travel expenses to be reimbursed, the percentage of mark up on any materials.

The equipment, labor, and training prices below MUST remain firm until **April 30, 2012**. Any price adjustments through the life of this agreement will be mutually agreed upon in writing at the time of the award.

Equipment:

Please add additional lines if needed

Item	Description	Quantity	Unit Price	Total Price
1				
2				
3				
4				

Labor:

Please add additional lines if needed

Item	Description	# of Hours	Hourly Rate	Total Price
1				
2				
3				
4				

Training:

Please add additional lines if needed – Also indicate training that will be at no extra charge

Item	Description	# of Classes	Cost Per Class	Total Price
1				
2				
3				
4				

Maintenance:

Provide Annual Maintenance costs. If discounts are available for multi-year support agreements, please provide this information regarding length of term and the net discount percentage. Please also ensure your prices are firm until December 31, 2011.

Item	Description	Discount %	Length of Term	Total Price
1	Full maintenance: supporting hardware and software 8am to 5pm Monday – Friday with four (4) hour on site response			

B12WZ006
Telephone System

2	Full Maintenance: supporting hardware and software seven (7) days a week, 24 hours a day, with four (4) hour on site response			
3	What is your plan for emergency response in case of critical failure? Do you have an emergency response plan with one (1) hour or less response? If so, please explain and include pricing. If not, so indicate.			
4	If the City chooses time and materials coverage, what is the rate for standard business hours and after hours? State your definition of business hours.			
5	Will your company support a maintenance contract that covers core components only (e.g. servers, software, switch's and common control cards) with no peripherals, or station sets?			
6	Propose the maintenance you believe would best serve the City.			

Other:

Respondent must list below **any and all** charges, expenses, and/or costs to be incurred by the City that are not included in this section. Failure to specifically and thoroughly enumerate such items may be cause for disqualification.

TOTAL OF ABOVE OFFEROR: _____



NON-COLLUSIVE AFFIDAVIT OF PRIME OFFEROR

State of _____)

S.S.

County of _____)

_____, being first duly sworn, deposes and says that:

1. He is the (owner, partner, officer, representative, or agent) of _____, the Offeror that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham bid; and that all statements made and fact set out in the Proposal are true and correct;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affidavit, has in any way colluded, considered, connived, or agreed, directly or indirectly with any other offeror, firm, or person, to submit a sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract; or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other offeror, firm, or person to fix the price or prices in the attached Bid or of any other offeror, or to fix the overhead, profit, or cost element of the Bid price of the other offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Wentzville or any person interested in the Proposed Contact.
5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and
6. He further certifies that offeror is not financially interested in or financially affiliated with any other Offeror on this project.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 2012

Notary Public

My Commission expires: _____



**CITY OF WENTZVILLE
VERIFICATION OF PROOF OF CITIZENSHIP - PUBLIC BENEFITS
(REVISED 6/16/09)**

Name: Last	First	Middle Initial	Maiden Name
Address (Street Name & Number)		Apt #	Date of Birth
City		State	Zip Code

- (Check all that apply to signer and company):
- A Citizen of the United States
 - A Lawful Permanent Resident
 - Company uses e-Verify to Hire New Employees
 - All Employees are authorized to work in U.S.

Signature	Date (M/D/YY)
-----------	---------------

VERIFICATION: *To be completed by City Staff.* Please record the title and expiration date of either: one document from Column A or a Missouri driver's license (Column B) or one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A -MoDOR Accepted Documentation	or	B - MO Driver's License	Or	C - Other Federal Documentation
Document title: _____		Missouri Driver's License <input type="checkbox"/>		Document title: _____
Expiration Date (if any) _____		Expiration Date _____		Expiration Date (if any) _____

CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*

Signature of City Staff Person:	Print Name:	Date:
---------------------------------	-------------	-------

***NOTE TO CITY STAFF:** If sufficient documentation was not presented, **do not sign** the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained.

DO NOT SUBMIT WITH BID SUBMISSION
AGREEMENT OF SERVICES
TELEPHONE SYSTEM

This AGREEMENT is made and entered into this ___ day of ____, 2012, by and between _____, (hereinafter called "Contractor") and the City of Wentzville, a municipal corporation (hereinafter called "City").

WITNESSETH, that the Contractor and the City for the consideration hereinafter named agree as follows:

This City – Contractor Agreement ("the Agreement") shall consist of:

- Request for Proposal (RFP) requirements therefore, and any exhibits (collectively, the "Contract Documents");
 - The Offer dated _____ submitted by the Contractor;
 - The City – Contractor Agreement and exhibits attached thereto.
1. Contract Documents. The City's request for proposal in connection with the Telephone System and the proposal of Contractor in response thereto are incorporated by reference and made a part of this Agreement for Services and together with this Agreement are referred to hereinafter as this "Agreement". In case of any conflicts between the request for proposals and the Agreement for Telephone System or proposal of Contractor, the requirements of the request for proposal and the Agreement for Services shall control.
 2. Term. The Agreement shall become effective upon its execution, _____, 2012 by all parties and shall terminate upon completion of equipment installation and training or hosting agreement; whichever is applicable. The Contractor shall commence providing the Services under this Agreement immediately upon the execution of this Agreement and receipt of Notice to Proceed. The contractor shall complete all work within 60 days from the date of award and the contract shall expire on _____ 2012.
 3. Termination. The City shall have the right to terminate the Agreement at any time for any reason by giving Contractor written notice to such effect. City shall pay to Contractor in full satisfaction and discharge of all amounts owing to Contractor under the Contract an amount equal to the cost of all Services performed by Contractor up to such termination date (not to exceed the yearly fee), less all amounts previously paid to Contractor. Contractor shall submit to City its statement for the aforesaid amount, in such reasonable detail as City shall request, within thirty (30) days after such date of termination. City shall not be liable to Offeror for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.
 4. No Agency Relationship. This Agreement shall establish no agency relationship with Contractor and Contractor shall be deemed an independent contractor. Contractor shall have complete charge of the personnel engaged in the performance of Services, and all persons employed by Contractor shall be employees of said

B12WZ006
Telephone System

Contractor and not employees of City in any respect. City shall have no liability for the acts solely within control of Contractor.

5. Compliance With Laws: Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and Workers compensation, occupational safety, equal employment and action and wage and price laws insofar as applicable to the performance of the Contract.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or affect. This Agreement or annexed thereto may be amended, changed or supplemented only by written agreement executed by both of the parties hereto.
7. Labor and Materials. Contractor shall furnish all labor, materials, tools, equipment (except where City indicated per scope of services) and services, and perform and complete all work required for the Agreement for Telephone System Services ("the Services") in accordance with the Agreement which work shall include every item specified in the Contract Documents necessary to complete the Services as designed.
8. Time of Completion. Contractor shall commence work under this Agreement promptly following receipt of written notice from the City to proceed and shall fully complete all work as set forth in the Contract Documents and Proposal. It is understood that time is of the essence and the Contractor is required for meeting the specified deadlines, if applicable, as outlined in the contract documents.
9. Payment. The City shall pay the Contractor in accordance with the Agreement for all work included in and completed according to this Agreement, as determined by the City, at the price shown on the Offeror Form. The City reserves the right to withhold payment for any work not in conformity with this Agreement.
10. Guaranty. The Contractor hereby expressly guarantees the aforesaid work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance of the improvements, and binds itself, its successors or assigns, to make all replacements which may become necessary within said period due to construction defects and that said replacements are required, the Contractor shall at once make the same as directed at its own expense. If the Contractor does not proceed with such replacements within five (5) days after receipt of written notice, the City shall have the power to cause same to be made and to change the costs thereof to the Contractor. Nothing in this section is intended as a maintenance guarantee.
11. Compliance with Federal, State and Local Law: The Contractor shall comply with all federal, state and municipal law requirements for performance under this Agreement including, but not limited to, prevailing wage requirements for any requirements for the employment of laborers from Missouri or nonrestrictive states, if applicable; and the requirement for payment and performance bonds if the contract is for a public

B12WZ006
Telephone System

works project the cost of which is estimated to exceed \$25,000.00. **Prevailing Wage Rates is applicable to the installation of the Telephone System Project and to any future repair when installation of a new part is applicable.** The Contractor shall not pay less than the prevailing hourly wage rate of wages as enumerated in the prevailing wage determination included in the workers performing work under this agreement. "The contractor shall forfeit as a penalty to the Contract Worker the sum of the difference between the contractor's worker rate (if less than prevailing wage rate) and the prevailing wage rate. The Contractor must provide to the City proof of payment to the Contract Worker. In addition, the Contractor shall forfeit the sum of ten dollars (\$10.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than such stipulated rates for any work done hereunder, and environmental requirements imposed by law in performance of its duties. It shall be the obligation of the Contractor to require this provision to be included in all subcontracts.

12. **E-Verify and Proof of Citizenship.** Any bid or response to a request for proposal (RFP) for the award of any contract for services that is equal to or exceeds five thousand dollars (\$5,000.00) by any political subdivision to a business entity shall be accompanied by an affidavit containing the following:
- a) A statement that the business entity has enrolled in and is currently participating in, E-Verify, a federal work authorization program, or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA);
 - b) A statement that the business entity does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services; and
 - c) A notarized signature of the registered agent, legal representative of the business entity, or a corporate officer, including, but not limited to, the human resources director of the business entity or their equivalent.

Failure of any Offeror to comply with the above regulations and to complete the affidavit forms shall be grounds for the rejection of the bid submission, and the bid shall not be considered for evaluation. **These requirements are not applicable to a business entity that merely provides goods and services.** Contact this program through the following website: <http://www.dhs.gov>

13. **Affidavit of Participation in Federal Work Authorization Program.** The Offeror must complete the Affidavit of Participation in Federal Work Authorization Program and that by completing the form are affirming the facts are true and correct and understands that false statements made in this filing are subject to penalties provided under Section 575.040, RSMo).
14. **Taxes.** The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City.
15. **Other Representations, Warranties and Other Covenants by the Contractor.** The Contractor represents and warrants that it has been engaged in such work as

B12WZ006
Telephone System

required by the Request for Proposal and have provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that it owns sufficient equipment and engages sufficient personnel to perform this Agreement. The Contractor further represents and warrants that it is an equal opportunity employer. The Contractor agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent of the City Council of the City. If necessary, during periods of work the traveling public will be adequately protected and advised with appropriate signs, barricades, cones and flaggers as deemed necessary or as directed. In the case of open excavations or other potentially hazardous conditions existing during non-working periods, the traveling public will be protected and advised by signs and flasher barricades. Parking of equipment or storage of materials on or near the work will be permitted only if adequate protective devices are provided and then only for the minimum time required for a specific job. Prior to entering parking equipment or storing materials on private property the Contractor must obtain written permission from the owner. Prior to commencement of any work involving excavation, demolition of facilities all utilities of the planned work and request that they suitably mark undergrounds installations in the vicinity of the planned work, and arrange for disconnection of any necessary utilities. For any operations involving the purchase and/or drayage of materials, the Contractor will be required to submit lien waivers to the City prior to payment for the work. In addition, the Contractor may be required to submit payroll affidavits to the City attesting that the labor has been paid for work on the project at the proper wage scale. These provisions do not apply to any materials, drayage or labor furnished or supplied by the City.

16. Amendment; Waiver. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.
17. Indemnification and Hold Harmless. The Contractor agree to defend, indemnify and hold harmless City, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising out of Contractor's (1) breach of Agreement, (2) use of the premises for the purposes of delivering the scope of services, or (3) performance of the delivery and other services performed hereunder, including Contractor's failure to comply with any laws and City's reliance on or use of the services or equipment provided by the Contractor under the terms of the Agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. Contractor also agrees to pay for any damages to the subject premises caused by it use or negligence, excluding normal wear and tear. Contractor also agrees to notify the Director of Finance of any damages immediately and to immediately discontinue the use of the premises until the condition can be corrected.
18. Contractor's Liability Insurance. The Contractor shall maintain general liability insurance and automotive liability insurance listing the City of Wentzville as an

B12WZ006
Telephone System

additional insured and an endorsement from the carrier stating such must be attached. The insurance shall cover any vehicle while in tow or storage, and shall cover all activities required by this contract. The Contractor further agrees that the minimum insurance coverage shall be as follows:

<u>Insurance Type</u>	<u>Amount</u>
Workers Compensation	An amount and type in full compliance with Statutory requirements of Federal and State Of Missouri law and Employees Liability Coverage
Comprehensive General Liability	\$1,000,000 each occurrence \$2,545,062 aggregate
Comprehensive Auto Liability	\$1,000,000 per occurrence

Notwithstanding the above, the coverage amount shall be automatically increased to equal at all times an amount and type in full compliance with statutory requirements of Federal and State of Missouri law and Employees Liability coverage in an amount equal to the sovereign immunity limits for Missouri public entities as calculated by the department and published annually in the Missouri Register per Section 537.610 RSMo.

- 19. State Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to the principles of the conflicts of laws.
- 20. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.
- 21. Counterparts. This Agreement may be executed in one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

FIRM NAME ("CONTRACTOR")

By: _____

Title: _____

NOTARY

STATE OF MISSOURI

COUNTY OF _____

B12WZ006
Telephone System

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 2012.
personally appeared _____, known to me to be the person
whose name is subscribed to the within instrument, who states that he/she is the
authorized representative of _____, a Missouri
Corporation, and has authority to execute this agreement on its behalf.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

CITY OF WENTZVILLE (“CITY”)

By: _____
Paul Lambi, Mayor

Attest: _____
City Clerk

CITY OF WENTZVILLE
TERMS AND CONDITIONS – REQUEST FOR PROPOSALS

1. Terminology

- a. Agreement – in local government service contracting, an understanding, generally in writing, between the City and Offeror for services under which the Offeror agrees to perform a service in a manner defined in the agreement.
- b. Amendment – means a written, official modification to an RFP or to a contract.
- c. Attachment – applies to all forms, which are included in an RFP to incorporate any information data or requirements related to the performance requirements and/or specifications.
- d. Contract – a legal and binding agreement between two or more competent parties, for a consideration for the procurement of supplies, equipment, and/or services.
- e. Offeror - a person or organization who is a successful Offeror as a result of an RFP and who enters into an "Agreement".
- f. Exhibit – applies to forms, which are included with an RFP for the Offeror to complete and submit with the proposal prior to the specified opening date and time.
- g. Request for Proposal (RFP) – the solicitation document issued by the City of Wentzville to potential Offerors for the purchase of supplies, equipment, and/or services as described in the document. The definition includes these terms and conditions, as well as Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- h. Pricing Pages(s) – applies to the forms on which the Offeror must state the price(s) applicable to the supplies, equipment, and/or services required in the RFP. The pricing pages must be completed and submitted by the Offeror with the sealed proposal prior to the specified proposal opening date and time.
- i. MBE/WBE Participation – includes all expenditure through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete the project with a certified Minority or Women Business Enterprise vendor.

2. Open Competition / Request for Proposal

- a. It shall be the Offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the City if any language, specifications, or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communications from Offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the Purchasing Administrator from the City of Wentzville, unless the RFP specifically refers the Offeror to another contact. Such communication should be received at least seven business days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the Offeror receives an adequate and prompt response. However in order to maintain a fair and equitable procurement process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received less than seven days prior to the RFP opening date may not be answered.
- c. The City reserves the right to officially amend or cancel an RFP after issuance. All potential Offerors that are documented to be on the bid list will be contacted by telephone with written notification by certified mail.

3. Submissions of Proposals

- a. Each Offeror is required to complete or provide each document as applicable to the RFP and submit the documents in the Offeror's proposal submission.

Signed RFP and RFP Amendment (if applicable) Cover Pages
All documentation as outlined in the RFP

4. **Electronic Bid Submission** – The City of Wentzville for this RFP will not accept any type of Bid Submission via any form of an electronic transmission. This includes but is not limited to fax transmissions.

5. Delivery

- a. Deliveries of supplies, equipment, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specified time is not stated.

6. Inspection and Acceptance

B12WZ006
Telephone System

- a. No supplies, equipment, and/or services received by the City pursuant to a contract shall be deemed accepted until the City has had reasonable opportunity to inspect the supplies, equipment, and/or services; which includes the storage facilities and the impound lot.

7. Taxes

- a. The City is exempt from federal excise tax and Missouri sales tax and the Offeror shall not charge the same to the City.

8. Laws and Ordinances, Regulations, and Licensing

- a. The City shall not be subject to any rendered liens, fees, charges, money, dues, etc., resulting from any service provided under the provision of the contract. Offerors should note that changes may occur to a contract after award resulting from any changes in ordinance, law, and/or directive issued by the City. The Offeror shall be notified of any such changes.