



**City of O'Fallon**  
**Session Initiation Protocol Trunk Telephone Service (Rebid)**  
**Request for Proposals #24-018R**

**CITY OF O'FALLON, MISSOURI**

**REQUEST FOR PROPOSALS**

**RFP NUMBER 24-018R**

**Session Initiation Protocol Trunk Telephone Service (Rebid)**

**March 15, 2024**

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Scope of Work

Proposal Form

## **CITY OF O’FALLON, MISSOURI**

### **PROPOSAL INSTRUCTIONS**

#### **PURPOSE**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified companies capable of providing Session Initiation Protocol (SIP) provider service for the City of O’Fallon. The RFP states the overall scope of services desired and specific functionality as well as required vendor qualifications.

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of O’Fallon (hereafter referred to as “the City”) to satisfy the needs as outlined in the scope of services.

#### **GENERAL INFORMATION:**

- Configuration and implementation services will be completed by a third-party vendor. Winning vendor of this RFP must work with that vendor for the integration of SIP trunk telephone service with our existing phone system providing for failover/disaster recovery, E911 services, and monitoring/support.
- The main objectives of this project are to reduce our monthly telephony expenses, improve the quality and reliability of our voice communications, enhance the scalability and flexibility of our telephony system by adding or removing SIP channels as required, integrate SIP trunking service with an existing Avaya phone infrastructure at two physical sites:
  - 100 North Main Street, O’Fallon MO 63366
  - 1019 Bryan Road, O’Fallon MO 63366
- We are requesting bids for an ongoing SIP provider service.
- Interested bidders must submit the following information/documentation with their proposal:
  - A brief introduction of the vendor and its experience in providing SIP services
  - A detailed description of the proposed SIP solution, including features, benefits, and pricing
  - A list of references from previous or current customers who have used the vendor’s SIP service
  - A project plan that outlines the implementation process, timeline, and deliverables
  - A statement of warranty and maintenance terms and conditions
  - A copy of the SLA agreement

## SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	March 15, 2024
Deadline for submission of questions:	March 26, 2024 at 12:00 P.M. CDT
Proposal submission deadline:	April 4, 2024 at 12:00 P.M. CDT

### PRE-BID MEETING (OPTIONAL):

An optional pre-bid meeting will be held at City Hall in the multi-purpose room, 100 North Main Street, O'Fallon, MO 63366, March 25, 2024 at 1:30 P.M. Attendance is encouraged, but not required.

### PROPOSAL SUBMISSION

Sealed proposals must be received by the City of O'Fallon, Missouri; Purchasing Office, 100 North Main Street; O'Fallon, Missouri 63366 prior to April 4, 2024 at 12:00 P.M. (prevailing central time). Each proposal shall consist of one original (identified as such) and one electronic copy on flash/thumb drive of the complete proposal. The file submitted on flash/thumb drive shall include all attachments and signatures, where applicable.

It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Proposals must be clearly identified as a proposal for the City of O'Fallon, Missouri "**RFP # 24-018R Session Initiation Protocol Trunk Telephone Service (Rebid)**" and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. Do not staple or submit bid in any type of binder; binder clips are acceptable.

### QUESTIONS

All questions must be submitted in writing to Christine Grabin, Purchasing Agent, no later than 12:00 P.M. (CDT) on March 26, 2024 via email [cgrabin@ofallon.mo.us](mailto:cgrabin@ofallon.mo.us). The City will only respond by the end of day on March 27, 2024 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <http://www.ofallon.mo.us/bid-opportunities>

### AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of O'Fallon. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: <http://www.ofallon.mo.us/bid-opportunities>. If you received this RFP by means other than the bid system, you must furnish your company name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

END OF PROPOSAL INSTRUCTIONS

# CITY OF O'FALLON, MISSOURI

## TERMS AND CONDITIONS

### **QUALIFICATIONS:**

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

### **LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:**

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O'Fallon and/or the State of Missouri.

### **LAW GOVERNING:**

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

### **NON-DISCRIMINATING:**

The Contractor, its employees, and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

### **E-VERIFY:**

Company shall be E-Verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

### **METHOD OF AWARD / SELECTION:**

The proposals will be evaluated by the City. A response summary of proposals will be available by contacting Christine Grabin, Purchasing Agent. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.

### **TERMS/CANCELLATION AND DAMAGES:**

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City, because of the Vendor's breach, terminates this Contract, the City shall have the right to purchase service elsewhere and to charge the Vendor with any additional cost incurred.

Notwithstanding the above, the Vendor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Vendor and the City may withhold any payments to the Vendor until such time as the amount of such damages due the City from the Vendor shall be determined.

## **PRICING:**

This request for proposal is for a one (1) year agreement, exercised at the sole discretion of the City of O'Fallon, Missouri. The pricing stated by the respondent in the cost proposal section shall remain firm for a one (1) year period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

## **RENEWAL & EXTENSION:**

The successful bidder will be awarded a one (1) year agreement effective the date of award. Prices must not be increased for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional one (1) year periods. **In no event shall the term plus renewals exceed five (5) years.** The items or services purchased under this agreement may be subject to a price increase at the time of renewal, by mutual agreement. The exact increase or maximum percent increase shall be indicated on the price sheet of the proposal packet. Request for a price increase for each period must be presented to the City at least sixty (60) days before the expiration of the current agreement. If a request for increase is not presented, the prices will remain. Price decreases are allowed at any time.

## **AWARD REQUIREMENTS:**

Once the City is prepared to award the contract to the selected company, the company will need to provide the following documents to the City.

- Signed contract agreement
- Current certificate of insurance

Once all of these items are received and fully executed, then the City will issue the Notice to Proceed.

It is the desire of the City to award a single contract for the entire scope of services outlined in this request for proposals. All proposals are subject to staff analysis. The City of O'Fallon reserves the right to accept or reject any and all proposals received.

## **CONTACT WITH CITY OF O'FALLON PERSONNEL:**

As specified above, all contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

## **RESPONSE MATERIAL OWNERSHIP:**

All proposals become the property of the City of O'Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

## **PROPRIETARY INFORMATION:**

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the

proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

**CONFIDENTIALITY:**

The Vendor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Vendor as “Confidential/Proprietary” information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Vendor or is required by law. The term “Confidential/Proprietary” does not include ideas, techniques, or concepts that are in the public domain.

**EVALUATION RIGHTS:**

The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

**REJECTION OF PROPOSALS:**

The City of O’Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

**INCURRING COSTS:**

The City of O’Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

**SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:**

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

**DISCRIMINATION POLICY:**

The City of O’Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

**WAIVER:**

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

**INSURANCE:**

The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O’Fallon as an “Additional Insured” during the Term of the Agreement, and a copy of such “Additional Insured” endorsement must accompany the certificate.

**INDEMNITY:**

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them.

The Vendor shall likewise be liable for the cost, fees and expenses incurred in the City’s or the Vendor’s defense of any such claims, actions, or suits.

**PAYMENT TERMS AND CONDITIONS:**

The City’s payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City’s tax-exempt certificate shall be presented to the firm or company that is awarded a contract.

**Inquiries concerning this Request for Proposals shall be directed to:**

Christine Grabin  
Purchasing Agent  
City of O’Fallon, Missouri  
100 North Main Street  
O’Fallon, Missouri  
Phone: (636) 379-5527  
[cgrabin@ofallon.mo.us](mailto:cgrabin@ofallon.mo.us)

END OF TERMS AND CONDITIONS

## **CITY OF O'FALLON, MISSOURI**

### **RFP NUMBER 24-018R**

#### **SCOPE OF SERVICES**

##### **OVERALL SCOPE OF PROJECT INCLUDES:**

- Providing SIP trunking service that supports at least 40 concurrent calls
- Providing local, long distance, and world-calling, as well as porting our existing numbers to the new service
- Providing 911 emergency service and compliance with all applicable regulations
- Providing for account management, billing, and reporting
- Providing technical support and customer service 24/7/365
- Providing SLA guarantees for uptime, latency, jitter, and packet loss
- Configuring E911 database and routing

##### **REQUIREMENTS FOR PROVIDER SERVICE:**

- 2 redundant SIP trunk circuits that will be split between two data centers for failover. One to each of the Service Address locations listed. These circuits shall carry SIP data to and from our Avaya gateways to the SIP Provider.
- Each of the two locations have an Avaya IP500v2 gateway which shall terminate the SIP circuit for that location.
- SIP trunk services to handle inbound and outbound calling from the existing Avaya phone system to/from the PSTN.
- The two systems will be a failover pair, such that both are aware of the Enterprise dial plan, and either can function without the other. Only one location will be active.
- Failover should be automatic when a down event occurs with minimal disruption of service.
- Inbound calls from, and outbound calls to the PSTN may traverse either SIP circuit depending on which is active.
- Our preference is for existing bandwidth at both sites to be segmented for this project, but we will entertain proposals that suggest establishing a new circuit.
- SIP must be version 2.0 compatible
- 2 SIP handoffs to 2 separate addresses
- Port approximately 750 DID's
- Provider should have multiple independent call paths at separate locations to the PSTN.
- A disaster recovery option in the event that both SIP trunks are down, including but not limited to forwarding of numbers to cellphones.
- 40 SIP call paths for each site when active assuming a G.711 audio codec at 80kbps.
- The ability to force failover between the sites as needed.
- Expansion of SIP call paths to manage an increase in call volume.
- Provide usage-based statistics of SIP trunks.
- Must be 10 digit inbound and outbound signaling
- Provide inbound Caller ID name
- Handoff to customer equipment must be via RJ45 Ethernet (Cat5e or better)
- E911 service compliant with Kari's Law and Ray Baum act



- Ensure that all necessary data is established and maintained in the private switch/automatic location identification (PS-ALI) database to ensure call routing to the correct Public Safety Answering Point (PSAP) including location data.
- The City maintains multiple (17) locations spread across multiple PSAP jurisdictions. The proposed solution must make arrangements to ensure that all sites are routing to the correct PSAP.
- Ability to view and add/maintain E911 location data.
- Provide minutes of use and cost per minute for local calling for US and Canada, long distance calls, and international calling.
- 24/7/365 monitoring of SIP trunk status with communication from Vendor to the City when down.
- Ability to add softphone clients at a later date.
- Provide a listing of all included and optional call features of the service with any additional charges if applicable.

**Supplemental Information (use additional sheets as necessary):**

1. Name of primary contact, address, and phone number.

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2. What day(s) and time(s) is the primary contact available?

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3. Provide a brief history of the company.

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4. Describe any name or ownership changes in the past five (5) years.

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5. Submit a sample copy of your current contract/agreement with all terms and conditions (subject to review by the City's legal review).

6. Provide at least four (4) references of current or past clients for the same services being requested. Include the following information for each reference:

- Agency name
- Address, city, state, zip
- Contact information
- Years using system
- Population

7. Cost Proposal:

- Provide a comprehensive cost proposal with a complete breakdown and a grand total.
- The City reserves the right to choose all, or a portion of the items proposed.

8. Renewal & Extension:

- In the event that the City of O'Fallon exercises its options to renew the provider contract for four (4) additional one (1) year periods pursuant to the applicable provisions outlined in this document, the Proposer shall provide below, the maximum percentages of increase or maximum percentage of decrease for each renewal period. The proposer is cautioned that the percentages shall be computed against the ORIGINAL contract/unit prices during renewal periods. Furthermore, the Bidder is

advised that the City does not automatically grant increases at the time of renewing the contract and that if an increase isn't requested, documentation of need must be provided at the time of renewal.

Optional 1<sup>st</sup> Renewal Period Maximum % Increase over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 1<sup>st</sup> Renewal Period Maximum % Decrease over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 2<sup>nd</sup> Renewal Period Maximum % Increase over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 2<sup>nd</sup> Renewal Period Maximum % Decrease over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 3<sup>rd</sup> Renewal Period Maximum % Increase over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 3<sup>rd</sup> Renewal Period Maximum % Decrease over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 4<sup>th</sup> Renewal Period Maximum % Increase over Year 1 Total Bid Price: \_\_\_\_\_ %

Optional 4<sup>th</sup> Renewal Period Maximum % Decrease over Year 1 Total Bid Price: \_\_\_\_\_ %

**Evaluation Criteria:**

The City reserves the right to select the Vendor who best meets the “overall” needs of the City of O’Fallon based primarily on the following criteria (not listed in any order of importance):

- All costs related to the project, both initial and ongoing.
- The ability to serve the City of O’Fallon’s needs for multiple years.
- Adherence to the requested Information specifications, thoroughness of the Proposal, as well as the overall format of the presentation
- The financial stability, longevity, and strength of the Vendor
- The quality and suitability of the proposed SIP trunking solution
- The reputation and track record of the vendor in providing SIP trunking services
- The responsiveness and professionalism of the vendor’s customer service and technical support
- The alignment of the vendor’s SLA guarantees with our expectations

END OF SCOPE OF SERVICES

**CITY OF O'FALLON, MISSOURI**

**PROPOSAL FORM**

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number 24-018R and to all the conditions imposed herein, the undersigned offers and agrees to provide Session Initiation Protocol Trunk Telephone Services for the City of O'Fallon in accordance with the scope of services and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent's proposal.

Indicate whether: ( ) Individual; ( ) Partnership; ( ) Corporation

Incorporated in the state of: \_\_\_\_\_

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ NAME: \_\_\_\_\_

CITY: \_\_\_\_\_ TITLE: \_\_\_\_\_

STATE/ZIP: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

TAX ID NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

<b>Acknowledge the receipt of addenda by initialing box below as appropriate.</b>			
<b>Addenda 1</b> _____	<b>Addenda 2</b> _____	<b>Addenda 3</b> _____	<b>Addenda 4</b> _____

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly  
title business name  
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O’Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

My commission expires:

\_\_\_\_\_  
Notary Public

*[Attach documentation of enrollment/participation in a federal work authorization program]*