



**State of Alabama
Department of Finance
Division of Purchasing
Solicitation**

Solicitation RFB 382 20000000915	Document Phase Final	Document Description **CANCELLED** Hosted Voice Solution & Services
Procurement Folder 1143717	Creation Date 07/20/20	Print Date 07/20/20

Request for Bids

Amendment: 1

CONTACTS

Contact	Name	E-mail	Phone
Requestor:	Brittany Peterson	Brittany.Peterson@purchasing.alabama.gov	334-242-4667
Issuer:	Brittany Peterson	Brittany.Peterson@purchasing.alabama.gov	334-242-4667
Buyer:	Brittany Peterson	Brittany.Peterson@purchasing.alabama.gov	334-242-4667

Bids will be accepted from: 07/20/20

to: 07/23/20 5:00 PM

Bids will be opened: 7/24/20 10:00 AM

TO BE COMPLETED BY VENDOR

Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.

- Delivery: Can be made _____ days or _____ weeks after receipt of order.
- Terms: _____ (Discounts are taken without regard to date of payment.)
- Prices valid for acceptance within _____ days.
- Vendor's quotation reference number, if any: _____ (this number will appear on the purchase order.)
- E-mail address: _____ Internet Website: _____
- General Contractor's License No: _____ Type of G.C. License: _____

Return invitation to bid:

Regular Mail
State of Alabama
Department of Finance
Division of Purchasing
P.O. Box 302620
Montgomery, AL 36130-2620

Courier
State of Alabama
Division of Purchasing
RSA Union Building
100 N. Union St. Suite 192
Montgomery, AL 36104

Signature and Notarization Required

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

Sworn to and

VSS Vendor Number

Authorized Signature (Ink)

Subscribed before me this

Company Name

Type/Print Authorized Name

Day of _____

Mail Address

Title

Notary Public

City, State, Zip

Toll Free Number

Term Expiration:

Phone Including Area Code

Fax Number

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 1 **Line Type:** Discount
Commodity Code: 9157983 **Quantity:**
Commodity Description: TELECOMMUNICATION SERVICES **Unit:**
Extended Amount: **Unit Price:**
Preferred Vendor: _____
Extended Description: _____

RFB 382 20*915 will be cancelled.

SHIPPING AND BILLING**Shipping**

OIT - Admin Services
Accounts Payable
Folsom Building
64 N Union St - Ste 204
Montgomery, AL 36104
USA

Delivery Date:

Billing

OIT - Resource Management
Accounts Payable
Folsom Building
64 N Union St - Ste 204
Montgomery, AL 36130
USA

Delivery Type:

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 2 **Line Type:** Discount
Commodity Code: 83900 **Quantity:**
Commodity Description: TELEPHONE EQUIPMENT, ACCESSORIES **Unit:**
Extended Amount: **Unit Price:**
Preferred Vendor: _____
Extended Description: _____

RFB 382 20*915 will be cancelled.

SHIPPING AND BILLING**Shipping**

OIT - Admin Services
Accounts Payable
Folsom Building
64 N Union St - Ste 204
Montgomery, AL 36104
USA

Delivery Date:

Billing

OIT - Resource Management
Accounts Payable
Folsom Building
64 N Union St - Ste 204
Montgomery, AL 36130
USA

Delivery Type:

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 3 **Line Type:** Discount
Commodity Code:

96258

Quantity:

Commodity Description: Professional Services (Not Otherwise Classified)

Unit:

Extended Amount:

Unit Price:

Preferred Vendor: _____

Extended Description:

RFB 382 20*915 will be cancelled.

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SHIPPING AND BILLING

Shipping

OIT - Admin Services
Accounts Payable
Folsom Building
64 N Union St - Ste 204
Montgomery, AL 36104
USA

Delivery Date:

Billing

OIT - Resource Management
Accounts Payable
Folsom Building
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Delivery Type:

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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS *****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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Contract period:

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Ordering process:

Purchases for state agencies will be made by delivery orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

Discount:

For each line, vendor must complete the space provided with a single discount percentage off catalog (Discount percentage ranges will be rejected). Do not complete the unit price field.

Freight:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices.

Delivery time frame:

All items ordered must be delivered to the "ship to" address shown on the P.O. within thirty (30) days of vendor's receipt of order.

Electronic Payment

Vendors awarded in response to this RFB must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Vendor References:

Vendor must provide a minimum of three references with their bid of similar scope and size. Include company, address, telephone, contact person and period service was performed.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658