#### CITY OF SPANISH FORT, ALABAMA REQUEST FOR BIDS FOR VOIP TELEPHONE SYSTEM

#### I. PURPOSE OF REQUEST

The City of Spanish Fort (the "City") is soliciting bids for a comprehensive city-wide VoIP Phone System that delivers a manageable, secure, reliable, and scalable system to replace the City's existing telephone system. The City prefers a cloud hosted VoIP Phone System that must meet or exceed the City's security requirements and communication needs. The City intends to award a contract with a three-year term.

The City will review submitted bids in accordance with the evaluation criteria set forth herein. Prior to selection of a Company, the City may engage in discussions with responsible submitters.

#### II. BID AND SUBMISSION REQUIREMENTS

1. <u>Submittal of Bids:</u> Three (3) copies of the bids and any executed forms must be submitted and signed by an authorized representative of the Company. All bids must be submitted in sealed envelopes that are clearly marked with the following title: <u>2024-VoIP Phone System</u>. Bids must be delivered in person or by mail, no later than **2:00 P.M. on November 26, 2024**, to the following address:

IN PERSON:	<u>BY MAIL:</u>
City of Spanish Fort	City of Spanish Fort
Office of the City Clerk	Office of the City Clerk
Attention: Rebecca A. Gaines	Attention: Rebecca A. Gaines
7361 Spanish Fort Blvd.	7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527	Spanish Fort, Alabama 36527

2. <u>Electronic Transmittal of Bids Is Not Acceptable</u>: Bid submittals delivered by fax, electronic mail, or other electronic transmittal methods will NOT be accepted as qualified bids.

3. <u>Late Bids Are Not Acceptable</u>: Late bids will not be opened nor accepted as qualified bids.

4. <u>Inquiries</u>: All technical questions regarding this bid should be submitted by email to Lance Alexander, Computer Backup, Inc., <u>chairman07@gulftel.com</u>. All general questions on the process of the submittal of the bid should be addressed to Rebecca A. Gaines, <u>cityclerk@spanishfortal.gov</u>.

5. <u>Preparation of Bid:</u> Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of the bidder's capabilities to satisfy the requirements of the bid. The emphasis in each bid must be on completeness and clarity of the content. In order to expedite the evaluation of bids, bidders should follow the format and instructions contained herein. If the bidder wishes, the bid may be accompanied with brochures, promotional materials, or displays properly identified.

6. <u>Bidder's Presentation:</u> If deemed necessary, the City may invite selected Companies to meet with the evaluation team.

#### III. SCOPE OF SERVICES

The City of Spanish Fort wishes to contract with a company that will serve under the direction of the City of Spanish Fort's information technology contractor, Computer Backup, Inc., to provide and install a VoIP telephone solution based on the technical requirements contained within this document. The vendor will provide a VoIP phone system and service to the City, performing routine maintenance and updates to the system, deployment of service to the City, as well as provide a resource to both end users of the systems and management staff to ensure system integrity, reliability, and a strong and reliable VoIP system that is compatible with our current Polycom phones.

#### **Basic Project Deliverables:**

- VoIP Phone System (management, secure, reliable, and scalable)
- Network Equipment (if specifically required by vendor)
- IP Phone Services (mandatory/desired functionality)
- Software (if any)
- Training

• Resiliency Options (for critical communications, including continuity-ofgovernance, during local and/or regional emergency operations activation)

• Existing City phone numbers will be maintained and ported to the new system.

The porting process shall occur without interruption of phone service.

The following details the services to be provided to the City:

#### **Required Features:**

- Announcements on Hold
- IVR Auto Attendant
- Call History
- Call Park/Retrieve
- Visual Voicemail (Optional)
- Mobile App
- Administrator Web Portal
- User Web Portal
- Shared Call Appearance
- Call Forwarding
- Fax to Email Email to Fax

**City's Security Requirements:** All connections over public networks will be encrypted using **HTTPS** (Hyper Text Transfer Protocol Secure) and/or **VPN** (Virtual Private Network) tunnels where appropriate. Phones with automatically join our voice **VLAN** (Virtual Local Area Network) when connected to our network.

**City's Project Support Staff:** The City will provide a core project team consisting of network administrator, and staff as needed to support the vendor's implementation team during the planning, deployment, and testing of the new system.

**Vendor Training Plan:** The vendor will provide and facilitate a training plan for the City's core project team. The knowledge transfer strategy should prepare the City's core project team for each phase of the project from planning/implementation to administering/maintaining the system after the system is fully operational. The vendor will provide training materials, including detailed system manuals, end-user training manuals, "Quick Reference" guides, access to online training videos, and any other available options to assist the City's core project team in administering the system and training end-users.

**Resiliency Options:** The vendor will need to provide surefire resiliency option(s) that can be built into the proposed system for critical communications, including continuity-of-governance, during local and/or regional emergency operations activation.

**Fit/Gap Analysis:** The vendor will review all business and technical requirements with the City's core project team in one or more onsite meetings. The vendor will review and confirm all requirements and update the requirements list in writing with any necessary changes to ensure the vendor and the City core project team have a common understanding of all businesses and technical requirements prior to beginning the project.

Severity Level	Response Time Standard Hours 8:00 a.m. to 5:00 p.m. CST	Resolution Time
Critical (multiple systems/staff affected; production halted)	One-hour, on site response, if necessary	90% resolved in less than 4 hours
High (Single system/site affected; work stoppage at single site)	Two-hour, on site response, if necessary	90% resolved in less than 8 hours
Normal (Single system affected; performance issue or other noncritical request)	Four-hour response	75% resolved in less than 16 business hours
Low (Minor performance affecting issue; limited scope or affect)	One business day response	75% resolved in less than 1 week

**Service Levels:** The City expects the vendor to meet the following service levels for the help desk resolution:

**Transition/On-Boarding Service:** To prevent disruption and ensure the continuity of the City's information technology operations, when a Company is selected, a transition period shall be allowed to orient the incoming Company.

Mandatory Functionality: The proposed system must meet or exceed the following mandatory functionality requirements:

- 1) Basic Phone System Functionality Call, Redial, Mute, Hold, Transfer, Forwarding, Call History, Caller ID, Conference Calls, Programmable Keys
- 2) Remote Management Setup and management of an extension and

phone functionality from a remote location

- 3) Remote Survivability EMS line available to each location
- 4) **Programmable Call Flow** Management of phones included in ring groups. Call in ring groups will need to be routed to simultaneous and/or sequential ringing queues.
- 5) Call Volume Reporting and Statistics Management available reports for call volume per group line, number of calls answered by employee, and time spent on calls. Be able to filter these group reports by group line or department.

6) Voicemail – Voicemail, Voicemail forwarding to email capability, Voice messaging forwarding, Remote Access to managers

- 7) 4 Digit Extension Calling For internal City calls, the ability to use 4 digit extension numbers
- 8) Call Forwarding Call forwarding for individual numbers and group lines. Configurable Day/Night and Holiday mode to forward to others
- 9) Failover Forwarding Failover forwarding will ring additional phones after a call is not answered for a specified time or number of rings
- **10)** Fax Support Existing fax numbers and lines are to be supported in the new system

**Services Not Provided:** In the event the proposer does not provide all requested services included in this bid, the bidder will submit as part of its bid additional subcontractors/providers who do provide such services. It is the sole responsibility of the bidder to secure and maintain the relationship with any additional subcontractors/providers. The bidder, at the time of the bid submittal, will identify all secondary subcontractors/providers.

# **IV.** INFORMATION REQUESTED

- **A. Proposed Work Plan –** Please provide a proposed work plan for a migration to your Company as a City of Spanish Fort vendor. Specifically, provide the following information:
  - 1. Key activities
  - 2. Timing
  - 3. Deliverables
  - 4. Key milestones, checkpoints, and other decision points
  - 5. Identification of internal resources (e.g., information, data, staff resources, communication) that would be required by the City during the course of migration and on an ongoing basis
  - 6. Identification of the team that will be assigned to the account and description of the plan to interact with City staff and any third-party providers that may provide services

#### B. Company Background

- 1. Give a brief overview of your Company's involvement in providing VoIP services in the marketplace
- 2. Indicate how long the Company has been in business and in what cities the Company maintains offices

- 3. Indicate the number of employees in your Firm and any additional information may include employee's area of expertise and any other relevant information
- 4. Include how many employees are dedicated to account management and/or technical support and how the helpdesk is operated
- 5. Describe your Company's relationships and experience with manufacturers and major distribution partners in the technology marketplace
- 6. If the Company is subcontracting any components of the proposed solution to third party organizations, describe the components to be subcontracted and provide details of any agreement in place with subcontractors, as well as a summary of past work that has been successfully completed together
- 7. Provide details of current customer accounts that are similar in scope and requirements to the those of the City of Spanish Fort
- **C. Pricing** Provide a pricing schedule based on the information included in Appendix A and how this would be applied for additional services or lines

# D. Support

- 1. Describe your Company's technical support options, including the assistance request process, escalation process, support hours, response times (for emergency and non-emergency support requests), staffing levels staff expertise, and physical location of the help desk
- 2. Describe any documentation and training support (e.g. user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end-user perspective
- **E. References** Provide at least three references (local government, if possible), including client name, contact person, address, phone number, services provided, and the length of time your Company has worked for the entity

# V. BID EVALUATION AND AWARD CRITERIA

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsive, responsible, and qualified bids. Bidders shall include sufficient information to allow the selection committee to thoroughly evaluate and score bids. Each bid submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the lowest and most responsible and responsive Bidder, as determined pursuant to the evaluation criteria listed below:

- i. **Responsiveness/Compliance to the Bid.** The evaluation will consider all materials submitted to determine whether the Company's bid complies with the bid requirements.
- **ii. Project Team, Experience, and Quality of Service.** The evaluation will consider the following:
  - 1. Knowledge and experience of the Company and the individuals assigned to perform work under the proposed contract.
  - 2. Qualifications, experience, skills, and commitment to perform the work
  - **3.** Company's resources and the quality of the Company's completed projects and the quality of service the Company provided on similar engagements

- 4. Company or company representative's history working with, or in, the City and past performance history with the City
- iii. **References.** Relevance and quality of references will be evaluated.
- **iv. Transition/Project Plan.** The quality and scope of the project plan, including milestones, tasks, roles and responsibilities will be evaluated including any new product or service suggestions or other new ideas and enhancements.
- v. **Pricing/Fees.** The proposed fees, compensation, and other quantitative measures will be considered.

#### VI. GENERAL CONDITIONS

#### A. Disqualifications of Bids

- 1. Bids may be disqualified before the awarding of the contract for any reason including, but not limited to, the following:
  - **a**. Failure to deliver the bid submittal as required;
  - **b**. Failure to sign the bid documents;
  - c. Failure to include requested information or others details of the bid;
- The successful bidder/supplier will be required to submit proof of compliance with the BEASON- HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Code of Alabama, Section 31-13-9. Failure to submit any and all such documents within a reasonable period will constitute grounds for cancellation of the contract at the sole discretion of the City.
- **3.** Bids may be disqualified for any other reason that may be deemed appropriate by City officials.

# B. Contract

The Company chosen to provide telecommunication services will be required to enter into a formal contract with the City. The contract will be based on the specifications, terms, and conditions expressed in this document, the submitted bid, and documented negotiations.

#### C. Reservation of Rights

- 1. The City expressly reserves the right to:
  - a. Waive minor deviations from specifications that do not impair overall evaluation of products and services offered.
  - b. Waive any defect, irregularity, or informality in a bid procedure.
  - c. Reject or cancel any or all bids.
  - d. Reissue the invitation to bid.
  - e. Extend the bid opening time and date.
  - f. Consider and accept alternate bids when advantageous to the City.
- 2. The City reserves the right to award the bid in any manner that is in the best interest of the City.

#### D. Non-Collusion

By signing the Bid, the bidder certifies that:

1. The contents of their bid have been arrived at independently and without consultation, communication, or agreement with any other contractor,

proposer, or potential bidder.

- 2. No attempt has been made or will be made to induce any entity or person to refrain from submitting a bid.
- 3. The bid has been made in good faith and has not been developed or submitted pursuant to any agreement or discussion with, or inducement from, any entity of person who has submitted or is/was known to be submitting a competing bid for these items to the City.
- 4. If there is any reason for believing that collusion exists among any of the respondents, any and/or all bids may be rejected. Those participating in such collusion may be barred from submitting bids on the same or other work with the City.

#### E. Alabama Immigration Law Compliance Requirements (if Applicable)

- 1. Bidder agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Bidder shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.
- 2. Bidder shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, shall remain enrolled throughout the entire course of its performance hereunder, shall supply to the City a copy of its E-Verify Memorandum of Understanding and such other documentation as City may require to confirm Bidder's enrollment in the E-Verify Program and shall allow the City to inspect its records to confirm such compliance.
- 3. Bidder agrees that it shall not knowingly allow any of its suppliers, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Bidder receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite, or premises of City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizens Protection Act, as amended. Bidder/Vendor shall require each of its suppliers, or any other parties with whom it has a contract, to act in a similar fashion. If Bidder violates any term of this provision, this Agreement will be subject to immediate termination by the City.
- 4. To the fullest extent permitted by law, Bidder shall defend, indemnify and hold harmless City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Bidder's failure to fulfill its obligations contained in this paragraph.

#### F. Insurance

The successful Bidder shall not commence work under this contract until all insurance described below has been obtained, certificate listing the City as an additional insured, and such insurance has been approved by City of Spanish Fort. Premiums for all insurance policies required shall be the responsibility of the Bidder. It is the City's intent to be listed as an additional insured with the final Bidder after contract award. Bidder should submit current insurance coverages with Invitation to Bid submittal. All awarded contractors who provide a labor service on City property must provide a Certificate of Insurance listing the City of Spanish Fort as "Additional Insured" for the City's standard policy limit requirements. Worker's Compensation coverage policy will be required for all projects involving a service provided on City property. The Contractor's insurance policies will be provided at the Contractor's sole expense.

- Minimum policy limits are as follows:
  - o General Liability Aggregate \$2,000,000 minimum
  - Each Occurrence \$1,000,000 minimum
  - o Automobile Liability \$1,000,000 minimum
  - Workers Compensation-Statutory amount and coverage as required by state law, Employer's Liability \$1,000,000 minimum
- The following items should be listed in "Description of Operations" section of the certificate:
  - o City of Spanish Fort listed as Additional Insured
  - the box next to the term "Certificate Holder" must be marked
  - Agree to hold City harmless and waive right of subrogation
- Description of the applicable project/work performed for insurance coverage clarification
  - In addition the company name you list on the Certificate must be the same company name on the invoice billed to the City and on the check issued by the City. Listing a D/B/A on the Certificate is acceptable.
  - Contractor is responsible for any deductible clause in policy.
- G. Conflict of Interest

No employee, officer, or agent of the City shall have any interest in the award of this contract or the bid. The award of the contract shall be based on the aforementioned qualifications.

# VII. OTHER REQUIRED SUBMITTAL DOCUMENTS - E-Verify / Immigration Law Compliance

The City of Spanish Fort, Alabama, is required to comply with the provisions of the new Alabama Immigration Law. Compliance requirements for all cities in the State of Alabama became effective January 1, 2012 and updated in July 2012. The requirements flow down to all contractors, vendors under <u>Bid Contract</u> and grantees doing business with the City of Spanish Fort and are employing one or more employee(s) in the State of Alabama. If you are awarded a contract with the City of Spanish Fort, Alabama, awarded incentives or grants, or if you wish to continue to do business with the City of Spanish Fort, Alabama,

under a current contract and wish to receive funds from the City of Spanish Fort, Alabama, you must complete and submit the following within 10 business days:

If your organization/entity does NOT employ one or more employees in the State of Alabama, please complete Part I of the attached form stating such along with a W-9:

- 1. Submit an updated W-9 Form (attached)
- 2. Status of Immigration Law Compliance (PART I only, attached)

If your organization/entity DOES employ one or more employee(s) in the State of Alabama, you must submit the following:

- **1**. Submit an updated W-9 Form (attached)
- 2. Proof of enrollment in E-Verify for Immigration Law Compliance:

An acceptable proof of enrollment with E-Verify would be an E-VERIFY <u>MEMORANDUM of UNDERSTANDING (MOU)</u>. To enroll in E-Verify, you must go to the following web site to enroll in E-Verify, which is a federal program that verifies the employment eligibility of all newly hired employees: <u>https://www.e-verify.gov/.</u> Go to the E- Verify Home Page to initiate enrollment. Once ALL of the steps to enroll are completed, a signed copy of your MOU that includes your E-Verify assigned Company ID Number will be available for you to export.

If you have SUBCONTRACTORS, provide your subcontractors notice of their compliance obligations and OBTAIN from each a notarized Proof of Immigration Law Compliance Form. You may provide copies of this memo to your subcontractors as an explanation of this mandatory requirement. You are not required to submit the subcontractor proof to the City of Spanish Fort, Alabama. However, the City reserves the right to request evidence of your subcontractors' compliance at any time.

These requirements are a condition for doing business with the City of Spanish Fort, Alabama, and for receiving any funds from the City of Spanish Fort, Alabama. *MAINTAIN COPIES OF ALL DOCUMENTS FOR AUDIT PURPOSES*.

If you DO NOT employ one or more employee(s) in the State of Alabama, submit an updated W-9 and complete PART I of the attached Proof of Immigration Compliance Form. If you DO employ one or more employee(s) in the State of Alabama, please submit the required proof of enrollment and W-9 Form as identified on the previous page. Please submit the requested documentation with the bid submittal to the City of Spanish Fort, Alabama's address below:

City of Spanish Fort, Alabama Attention: Rebecca A. Gaines, City Clerk 7361 Spanish Fort Blvd. Spanish Fort, Alabama 36527

# PROOF OF ALABAMA IMMIGRATION ACT COMPLIANCE

In compliance with recent amendments to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Sections 31-13-1 et. seq of the Alabama Code), the City must obtain proof of enrollment with E-Verify for various contracts and agreements as determined by law. If your company has received this memorandum and it employs one or more employees in the State of Alabama, you must present proof of enrollment with E-Verify. <u>Please complete Part I (if you do NOT employ one or more employees in the State of Alabama) or submit proof of enrollment with E-Verify II (if you DO employ one or more employees in the State of Alabama).</u>

NOTE: signature page is considered proof of enrollment.

Part 1 – (Complete if you do not employe one or more employees in Alabama)

State of	
County of	
I certify in my capacity as	(your position) for

(name of contractor or grantee) that Contractor or Grantee does not employee one or more employees in the State of Alabama. I further certify that should be status change, and I am required to comply, that I will submit all required documentation to the City of Spanish Fort, Alabama. I have read the E-Verify Requirements and swear and affirm that this is true and correct.

Print Name:\_\_\_\_\_ Authorized Signature

# $\label{eq:appendix} \textbf{A} - \textbf{LOCATION} \ \textbf{AND} \ \textbf{QUANTITIES} \ \textbf{OF} \ \textbf{VoIP} \ \textbf{SERVICES}$

City Facility	Address	Standard			
5 5		VoIP	Conference	E-Fax	Analog
City Hall	7361 Spanish Fort Blvd.	12	1	2	1
Fire Station #1	7580 Spanish Fort Blvd.	10	0	1	0
Library	7361 Spanish Fort Blvd.	5	0	0	0
Senior Center	7361 Spanish Fort Blvd.	2	0	0	0
Old City Hall	7581 Spanish Fort Blvd.	3	0	1	0
Fire Station #2	10628 US Highway 31	4	0	0	0
Fire Station #4	9871 D'Olive Road	2	0	0	0
Police Station	30500 State Hwy. 181, Suite 618	16	0	1	0

\*Quantities are subject to change. Please include in the bid, the additional cost per line.