

INVITATION FOR SEALED PROPOSAL

TAC 216 (Re-Bid)

Description: Long Distance Phone Service

Department: TELECOMMUNICATIONS

NIGP Commodity Code(s): 915-77-00-000-0

Total pages including this page is 30

NOTE: FAXED BID WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Website : <http://cityoftulsapurchasing.org>

you must notify the buyer Patricia Cummings of your intent to bid by e-mail pcummings@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____

Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

**TAC 216 (Re-Bid)
Long Distance Telephone Service
Telecommunications Department**

Please submit proposal/pricing as indicated in RFP

TAC 216(Re-Bid)

Long Distance Telephone Service

Telecommunications

INTRODUCTION TO REQUEST FOR PROPOSALS:

Thank you for your interest in this Request for Proposals (“RFP”) process. The City of Tulsa (“City”), through its Purchasing Department, invites responses which offer to provide the services described in greater detail in Section 2.0: Specifications / *Scope of Work*.

The City, a municipal corporation of the State of Oklahoma, is seeking proposals from qualified firms, (herein referred to as “Bidders”), to provide low-cost, high-quality, continuously available long distance telephone service at various City of Tulsa buildings and facilities in accordance with the specifications outlined in this request.

Instructions:

Careful attention must be paid to all requested items contained in this RFP. Bidders are invited to submit Proposals in accordance with the requirements of this RFP. Please read the entire solicitation before submitting a Proposal. Bidders should make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the RFP. The Bidder must return these documents with all information necessary to properly analyze Bidder’s response in total and in the same order in which it was issued. Bidder’s notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All Proposals shall be returned in a sealed envelope with the RFP number and opening date clearly stated on the outside of the envelope.

Bidders must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

Bidders must provide separate quotes, based on the attached call volume data, as shown on Exhibit “A”, for both dedicated and switched service. Include technical details on the requirements for provisioning in the dedicated service quote. The dedicated service quote must include all requested services, not just those which can be delivered with dedicated access. All related costs in effect at the time of proposal for either service, including but not limited to, access charges, provisioning costs, related PICC charges and any other service fees, must be listed in detail. Omitted charges will cause the proposal to be rejected as inaccurate and incomplete. The City will not be held responsible for payment of any charges not recognized as omitted by either party after award of contract.

A sample bill from an existing customer with a similar call volume shall be included in all bid packets. This billing sample will be used to ensure that the City’s detailed billing requirements are met. A list of the City’s detailed billing requirement is included on Exhibit “B”.

Award of Contract:

An award shall be made to the Bidder whose Proposal is determined to be the most advantageous to the City, taking into consideration fees and other evaluation factors set forth in the RFP.

Changes / Alterations:

Bidder may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed.

Discrepancies, Errors, and Omissions:

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP.

Disqualification:

The City reserves the right to disqualify Proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder. It also reserves the right to waive any immaterial defect or informality in any Proposals; to reject any or all Proposals in whole or in part, or to reissue a Request for Proposals.

Proposal Receipt:

Sealed Proposals will be accepted in accordance with the instructions detailed in this RFP. After that date and time, Proposals will no longer be accepted. The Bidder shall file all documents necessary to support its Proposal and shall include them with its Proposal. Bidders shall be responsible for the actual delivery of Proposals during business hours to the exact address indicated on the cover and in the RFP. Proposals that are not received by the City Clerk's Office by the deadline established in the RFP shall **not** be accepted or considered by the City.

Capital Expenditures:

The Successful Bidder understands that any capital expenditures that the Successful Bidder makes, in order to perform the services required by the City in this RFP, is a business risk which the Successful Bidder may include in its proposed price. The City, however, is not and shall not pay or reimburse any capital expenditures or any other expenses, incurred by any Bidder in anticipation of a Contract award nor to maintain the approved status of the Bidder if a Contract is awarded.

SPECIFICATIONS/ SCOPE OF WORK:

The City currently uses MCI/Worldcom as the primary provider of Interstate, Intrastate, Intralata and International long distance calling services throughout all City buildings and facilities. Currently all service is "switched" service. The major City facilities include the City Hall complex, Police and Fire facilities, Public Works, Park and Recreation, and the Performing Arts Center.

As depicted in the diagram presented in Exhibit C, the City primarily uses Plexar, the SBC centrex offering, for telephone service instead of PBX or key systems. Some sites outside of the SBC serving area, however, do use small key systems and standard flat-rate business lines for service. The carriers for those sites are: Valor Telecom, Salina-Spavinaw Telephone, Bixby Telephone, and Grand Telephone.

The average long distance call volume provided in Exhibit A has been derived from ten months of data. These quantities should not be construed as a guarantee that the City will continue to maintain these call volumes. All are subject to increase and decrease. The City requests that the proposal reflect a call volume equal to Seventy percent of the delineated call volume. In addition, should the bidder require a commitment, the City will only agree to a level equal to 70% of the aforesaid call volume.

SCOPE OF WORK:

The Bidder shall delineate in his/her proposal all services requested in this proposal as well as additional services that the Bidder can offer. The Provider shall provide:

1. Access compatible with a Centrex system
2. Equal access to all City buildings and facilities
3. Switched and/or dedicated access as required by the City
4. Originating grade of service of P.01 in all service areas regardless of the end termination grade of service.
5. Ability to terminate calls in all domestic and international exchanges. All calls, both domestic and international should be completed through direct (non operator assisted) dialing. Any areas in which service is not offered or any areas in which a call cannot be completed through direct dialing must be specified.
6. Ability to place calls by dialing the following sequence:
 - 1 digit to get outside the City system
 - 1 digit to reach long distance carrier
 - 3 digits for the area code
 - 7 digits for the telephone number
 - 12 total digits

If the Bidder requires any dialing sequence other than the typical sequence described in the 12-digit sequence, this requirement must be described in detail in this proposal.

7. Ability to utilize five (5) digit access codes by City users to provide account/security code verification and detail call reporting by individual. *Note: This service is not currently in use.*
8. Guarantee that the long distance carrier services are 100% usable for computer modem utilization..

9. Long distance TDD services in compliance with the Americans with Disabilities Act (ADA) and other similar federal, state, or local legislation. All operator assisted calls shall be able to process and communicate with TDD originated or terminated calls.
10. Detailed information on types of personnel that will comprise account team assigned to the City. This information is to include the name of an account manager or service representative that is accessible and available within one business day. The Bidder shall make available to the City contact telephone numbers for account managers, service managers, billing managers, etc., including pager numbers where appropriate.
11. Restriction to a City-provided list of specific individuals who can place orders and communicate with Bidder on all issues relating to the contract.
12. Briefings for City staff on new or enhanced service offerings and for identification of issues requiring attention by the Bidder, on a periodic basis to be established by the City.
13. Problem reporting/maintenance service with a 2 (two) hour response time for emergency requests and a four (4) hour response time on all other requests.
14. Disaster recovery/backup plan for all services. Bidder shall provide detail on the frequency and duration of any downtime experienced (if available) and the methods and timeframe involved in restoring or re-routing network traffic.
15. Guarantee that all line/trunk transfer and/or connection charges from the local telephone service provider that are necessary to implement the new service will be paid by Bidder.
16. Detailed information on all activities that will be required of City staff and details on how the transition from the current provider to the Bidder will be accomplished.
17. Calling cards, upon request. The monthly billing statement must show all charges broken down by calling card number.
18. Ability to restrict certain types of calls (e.g., collect calls) on specified City telephone numbers, upon request.
19. Method for handling credits for misdialed numbers, fraudulent calls, or bad connections. Any costs associated must be detailed.
20. Method and policy of providing identification information for unrecognized calls.
21. Method of determining credit for service disruptions.
22. Method of handling network management, focusing on network monitoring, forecasting network load, and rerouting of traffic.
23. One hundred (100) copies of any relevant operational or informational guides instructing users on how to properly use the Bidder's domestic and international long distance dialing services

within 30-days of contract award.

24. Monthly billing statements that include location, telephone number charged, telephone number called, city, state, time of day, length of call by billing increments, and cost of the call. In cases where an access code is used, the name of the individual associated with the access code should be displayed and the printing of the actual access code should be suppressed. A sample paper billing statement is to be included in response. All services billed to the City must be presented on one consolidated bill. No third party billing is authorized to any City account. Successful Bidder shall comply with existing measures to prohibit third-party billing and inbound collect calls.
25. The monthly billing statement must be available on paper as well as media (either floppy or CD-ROM). The paper and media-based monthly billing statement is to be delivered to City of Tulsa T/ISD, Attn: Ken Neal, 600 Civic Center, Room 105, Tulsa, OK 74103. Software must be provided to the City to allow the media-based billing statement to be sorted and/or manipulated for ad-hoc reported purposes. The proposed software must include the capability to import files into Microsoft Excel for additional flexibility in analyzing the data. The Bidder must specify the cost (if any) of the media-based monthly billing statement. The City may elect to schedule a demonstration of the media-based billing system.
26. Detailed explanation of “metered” charges (i.e., when charges for a call begin and end), including method by which calls are timed and charges are calculated, rounding methods, minimum billing, billing for calls that span one rate period, etc.
27. Detailed explanation of minimum usage requirements, restriction on calling, rate variations, volume discounts, refunds and penalties, rate periods and discounts, pricing tiers, or other pertinent details.
28. Detailed information on all other costs associated with the provision of these services, including, but not limited to account setup fees, monthly access fees, subscription fees, electronic billing fees, etc.
29. Detailed information on the stability of prices by detailing any price fluctuations in the past two years and any anticipated increases or decreases in prices, guarantees, etc. The Bidder will identify whether proposed services are covered under a specific tariff or are currently under investigation by FCC or other federal/state government organizations. If any pricing in this proposal is based on any Federal or State regulated tariffs, the City will be given the lower rate if the Bidder gets approval to reduce the tariff at any time during the proposal period or contract period.
30. Bidder must monitor distant end of outbound traffic so that disconnects are completed to prevent billing errors
31. Bidder must have either switching offices or points of presence in all service areas of the country. Or if not, bidder must have contracts directly with the local service providers.

OPTIONAL SPECIFICATIONS:

Desirable specifications

The previous specifications must be met for the City to consider any proposals. However, the City has some desires that while not mandatory, are of considerable interest. These are as follows:

- Local office staffed with customer service representatives
- Web browser interface for real time billing, with alarm conditions

GENERAL TERMS AND CONDITIONS:

The City reserves the right to accept or reject any or all Proposals or to select the Bidder who, in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the Proposal of any Bidder who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this RFP. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Successful Bidder or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

Contract Award And City's Rights;

The Proposals will be evaluated by an Evaluation Committee ("Committee") comprised of appropriate City staff, as deemed necessary, with the appropriate technical expertise and/or knowledge.

The Committee shall evaluate each Proposal based upon the evaluation criteria established herein (the "Evaluation Criteria"). A Bidder may receive the maximum number of available points or a portion of this score depending on the merit of its Proposal, as evaluated by the Committee.

The Committee reserves the right, in its sole discretion, to request one (1) or more Bidders to make oral presentations before the Committee as part of the evaluation process. Such presentations/interviews provide the Bidder with an opportunity to clarify the Proposal and to ensure a mutual understanding of its content. The presentation may be scheduled at the convenience of the Evaluation Committee and shall be recorded.

The Committee reserves the right to rank the Proposals and shall submit its recommendation to the Standards, Specifications, & Awards Committee ("SSA") for acceptance.

The City reserves the right to enter into Contract negotiations with the first ranked Bidder. If the City and the Bidder cannot negotiate a Contract, the City may terminate said negotiations and begin negotiations with another Bidder. This process may continue until a Contract

acceptable to the City has been executed or all Proposals are rejected. The City reserves the right to negotiate with each responsible and responsive Bidder. No Bidder shall have any rights against the City arising from such negotiations or termination thereof.

The Bidder(s) shall acquire no vested rights by virtue of its recommendation by the Committee. No rights at all shall accrue to the benefit of the successful Bidder until the Contract is executed by both parties.

The City shall prepare and present the Contract for execution by the Successful Bidder.

The City reserves the right to reject any or all Proposals, in whole or in part, and/or make award to one or more Bidders, whichever is deemed to be in the City's best interests. The City also reserves the right to waive any informalities, irregularities and technicalities in procedure at its sole discretion.

Cost Incurred By Bidders:

All expenses involved with the preparation and submission of Proposals to the City, or any work performed in connection therewith shall be borne by the Bidder(s).

Legal Requirements:

This RFP is subject to all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Bidder shall in no way be cause for relief from responsibility.

Non-Appropriation of Funds:

In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the Contract, then the City, upon written notice to the Successful Bidder or his/her assignee of such occurrence, shall have the unqualified right to terminate the Contract without any penalty or expense to the City.

One Proposal:

Only one (1) Proposal from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFP. If it is found that a Bidder or Bidder's sub-consultant is included with more than one (1) Proposal, all Proposals which include such Bidder shall be rejected by the City.

Bidder Minimum Qualifications:

Bidders must satisfy the following minimum requirements. Failure to do so will result in the Proposal being deemed non-responsive.

- A. Bidder shall have sufficient financial support, equipment and organization to insure that it can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. Bidder must submit audited financial statements for the last eighteen months in the form of a 10K report if available.
- B. Have no record of pending lawsuits which are deemed material by the City or criminal activities and not have any conflicts of interest with the City.
- C. Neither Bidder nor any member, officer, or stockholder of Bidder (s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

Review Of Proposals For Responsiveness:

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” Proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is timely submitted, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Bidder is one that has the capability in all respects to fully perform the requirements set forth in the proposal, and that has the integrity and reliability which will assume good faith performance.

Use of Name:

The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this proposal are to be mentioned, or imply the name of the City, without prior express written permission of the City.

Collusion:

The Bidder, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with the City’s Purchasing Department or initiating Department. The Bidder certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Bidder further certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Proposals where collusion may have occurred.

Authorization:

Upon authorization of the SSA and the Mayor, the City shall contract with the Successful Bidder. The City Attorney’s Office will provide assistance in contract preparation and must approve the Contract as to legal form and correctness prior to execution of the Contract by

the Mayor. The Contract shall comply with all applicable laws, City Charter, and Ordinance provisions.

The Contract shall address, but not be limited to, the following terms and conditions:

The Mayor shall have sole authority to amend the Contract on behalf of the City.

The Successful Bidder shall not assign any portions thereof, or any part of his/her operations, without written permission granted by the City through the Mayor, in the City's sole discretion.

Audit Rights and Records Retention:

The Successful Bidder agrees to provide access to the City, or any of its duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder shall maintain and retain any and all of the aforementioned records for three (3) years after the City makes final payment and all other pending matters are closed. On an ongoing basis, the most recent Financial Statements and audit reports, whether internal or outside audits, must be provided to the City.

Cancellation:

The City, by written notice, may terminate the Contract, in whole or in part, when such action is in the best interest of the City. If the Contract is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination.

Non-performance of the vendor in terms of the specification shall be a basis for termination of the contract by the City. Cancellation by the City may be made upon ninety (90) days written notice. The vendor will be notified thirty (30) days prior to the ninety (90) day cancellation notice of the non-performance to give a reasonable opportunity to correct the deficiencies.

The Successful Bidder shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Affirmative Action for Equal Employment Opportunity which prohibits discrimination against any employee, applicant, or client because of factors including, but not limited to, race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

Occupational, Safety and Health Act (OSHA), as applicable to this RFP.

Minority/Women Business Affairs Enterprise (M/WBE)

Americans with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH), as applicable to this RFP.

Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of Contract(s).

Conflict Of Interest:

If any individual member of a bidder's team, or an employee of a bidder's team/firm, or an immediate family member of the same is also a member of any board, commission, or agency of the City, that individual is subject to the conflict of interest provisions of the Tulsa Revised Ordinance Title 6 Chapter 4 Section 404. The Code states that no City officer, official, employee or board, commission or agency member, or a spouse, son, daughter, parent, brother or sister of such person, shall enter into any contract, transact any business with the City, or appear in representation of a third party before the City Council.

This prohibition does not preclude any person to whom it applies from submitting a Proposal. However, there is no guarantee or assurance that such person will be able to obtain the necessary waiver from the City, even if such person were the Successful Bidder.

A letter indicating a conflict of interest for each individual to whom it applies shall accompany the submission package. The letter must contain the name of the individual who has the conflict; the relative(s), office, type of employment or other situation which may create the conflict; the board on which the individual is or has served; and the dates of service.

The City of Tulsa contact person shall be:

Name: Mr. Ken Neal
Office: Telecommunications/Information Services
Address: 600 Civic Center, Room 105
Tulsa, OK 74103

Project Manager:

Bidder shall include the name and telephone, and/or beeper number, in the event the Contract is awarded to Bidder, where the individual designated as the City's Project Manager can be reached on a daily basis during at least regular business hours, Monday through Friday, for purposes of addressing complaints and receiving information as to contract performance. Should the Project Manager deemed acceptable by the City leave Successful Bidder's firm for any reason, the City reserves the right to accept or reject any other proposed Project Manager by Successful Bidder.

Indemnification:

The Successful Bidder shall agree to indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Bidder to comply with any of the requirements specified within the Contract, or the failure of the Bidder to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance under the Contract. Bidder expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Bidder, or any of its subcontractors, if applicable and as provided above, for which the Bidder's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Audit Rights and Records Retention:

The Successful Bidder agrees to provide access to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of the Successful Bidder which are directly pertinent to this Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder shall maintain and retain any and all books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment under the Contract and all other pending matters are closed. Successful Bidder's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of the Contract by the City.

Bidder's Warranty:

Bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The following information and documents are required to be provided with Bidder's response to this RFP. Failure to do so may deem your Proposal non-responsive.

Instructions to Bidders

The purpose of this RFP is to select a contractor to provide Long Distance Telephone Service to various City buildings and facilities. Therefore, only fully capable, experienced, and qualified Bidders should submit Proposals in response to this RFP.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any Bidder's proposed system that does not meet the mandatory requirements is subject to immediate disqualification.

When responding to this RFP, all Bidders shall adhere to the guidelines defined below. Any and all proposals that do not follow the prescribed format are subject to immediate disqualification.

Submission Requirements:

PROPOSAL FORMAT

The following documentation shall be included as a minimum in the Proposal and submitted to the City.

Instructions to Bidders: Bidders should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals should contain the information itemized below and in the order indicated. This information should be provided for the Bidder for the work contemplated by this RFP. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

The response to this solicitation should be presented in the following format. Failure to do so may deem your Proposal non-responsive.

- Cover Page**

The Cover Page should include the Bidder's name; Contact Person for the RFP; Firm's Liaison for the Contract; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers; Title of RFP; RFP Number; Federal Employer Identification Number or Social Security Number.

2. Table of Contents

The table of contents should outline, in sequential order, the major sections of the proposal as listed below, including all other relevant documents requested for submission. All pages of the proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

3. Executive Summary:

A signed and dated summary of not more than two (2) pages containing the Bidder's Qualifications and Experience, Ability to Perform Required Services, and Overall Approach and Methodology to Scope of Work as contained in the submittal. Include the name of the organization, business phone and contact person. Provide a summary of the work to be performed by Bidder.

4. Bidder's Qualifications and Experience

- a) Describe the Bidder's organizational history and structure; years Bidder and/or firm has been in business providing a similar service(s), and indicate whether the City has previously awarded any contracts to the Bidder/firm.
- b) Provide a list of five (5) current clients, preferably county or city agencies, with similar call volume and similar call delivery system for whom Bidder has provided long distance service as required within this RFP. Include the time period said service was provided and if terminated, why. Include name, address, type of entity, phone number(s) and contact persons within each organization. Specifically identify clients for whom a similar service has been provided to a governmental entity(s) similar in size and with similar needs as the City. The City reserves the right to contact any reference as part of the evaluation process.
- c) Provide a list and brief profile of each member of the account team who will be directly involved in the work for the City specified within this RFP. Also include a minimum of two (2) client references for each member of the account team.
- d) Provide a list of clients that have, for whatever reason, **discontinued** to use your services, and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.
- e) Provide two (2) Letters of Reference on letterhead from companies of similar call volume (governmental entities are preferred) for whom similar services have been performed. The City reserves the right to contact any reference as part of the evaluation process.

5. Bidder's Ability to Perform Required Services

- a) Identify skills, techniques, and other capabilities that make the Bidder uniquely qualified to provide these services to the City.
- b) Report on the quality and capability of primary and backup transmission facilities that will be used to provide the proposed service. This report should contain a breakdown of the type of transmission facilities used, showing the average

- percentage of calls carried by each facility type (fiber, microwave, satellite, etc.) as well as the number of circuit miles for each type of technology.
- c) Discuss how the Bidder will ensure the completion for the transition from the current provider of long distance telephone services.
 - d) Discuss how the Bidder will provide on-going project support following the transition from the previous provider.

6. Public Records Disclosure

All Proposals submitted to the City are subject to the Open Records Act pursuant to Oklahoma Statutes.

7. Affidavits / Acknowledgments

Bidders should complete and submit as part of its Proposal all of the following forms and/or documents:

- RFP Information Form
- Insurance Requirements
- Bidder Background Information
- Primary Office Location
- Conflict of Interest, if applicable
- Complete Proposal Response, including all requested information and supporting documentation.
- Cost/Fee Proposal
- Anti-Collusion Affidavit
- Interest Affidavit

THE FOLLOWING MUST BE SUBMITTED WITH YOUR PROPOSAL IN A SEPARATE SEALED ENVELOPE. FAILURE TO DO SO MAY DEEM THE PROPOSAL NON-RESPONSIVE.

10. Cost / Fee Proposal

All costs / fees required for completion of services proposed shall be submitted with proposal and provided in a **separately** sealed envelope. Failure to provide costs will deem your Proposal non-responsive. Provide any and all additional costs, item by item, as identified by Bidder in any other area not previously discussed and detail what services those additional costs, if applicable, would entail. Include which entity (Bidder or City) that will be responsible for payment of those costs.

Response Format:

One (1) bound copy and **two (2)** unbound copies of your complete response to this RFP must be delivered to:

City Clerk's Office
200 Civic Center, Room 109

Tulsa, OK 74103

Proposals received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive.

Proposals should be signed by an official authorized to bind the Bidder to the provisions given in the Proposal. Proposals are to remain valid for at least 60 days. Upon award of a Contract, the contents of the Proposal of the Successful Bidder shall be included as part of the Contract.

Bidders must provide a response to each issue. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

EVALUATION CRITERIA:

Proposals first will be rated and evaluated by the Evaluation Committee on the basis of all factors other than Price to provide services as described under the Technical Phase below. Based upon the criteria, Bidders shall be ranked in order according to score (from high to low).

The Evaluation Committee will evaluate and rank all proposals based on the criteria listed in this section below. A Bidder may receive the maximum points or a portion thereof depending on the merit of its proposal, as judged by the Committee. The evaluation process will include the following criteria:

Bidder's Qualifications and Experience	250 points
Bidder's Ability to Perform Required Services	250 points
Cost of services/fees	400 points
Ability to provide any optional specifications	<u>100 points</u>
TOTAL	1000 points

Cost/Fees charged will be evaluated in the following manner:

1. The responsive Proposal with the overall lowest cost will be given the maximum number of points.
2. Each proposal will be given points proportionately in relation to the lowest cost proposed.

The City reserves the right to select more than one (1) Proposal for said services or to select other entities to perform services delineated in the RFP.

RFP Response Forms:

This checklist is provided to help you conform with all document requirements stipulated in this RFP.

	<u>Submitted With Proposal</u>
RFP Information This must be complete, signed, and returned with Proposal.	YES _____
Insurance Requirements Acknowledgment of receipt of information on the insurance	YES _____

requirements for this RFP. (Must be signed).

Bidder Background Information

This must be completed to verify the capability of Bidder to perform the services specified in the RFP.

YES _____

Affirmative Action Policy for Equal Employment Opportunity (Sample)

YES _____

Complete Proposal Response with all required documentation and information.

YES _____

Cost / Fee Proposal - to be submitted with Proposal in a sealed envelope **separate** from Proposal containing all costs/fees proposed for this project.

YES _____

Sample Bill - to demonstrate detailed billing compliance capabilities.

YES _____

Anti-Collusion Affidavit

YES _____

Interest Affidavit

YES _____

Exhibit "A"

QUOTE for DEDICATED SERVICE

Annual commitment: |

Contract length: |

City of Tulsa 10-month Billing and Averages.

	Total Calls	Total Min.	Avg. Calls /month	Avg. Min. /month	Avg. Day minutes	Avg. Eve. Minutes	Avg. N/W minutes	Per Minute Rate	Total Cost of Line Item
Total Outbound	128,527	401,439.65	12,853	40,144	37,501	1,762	881		
OUTBOUND ORIGINATING LOCALLY									
International*	1,021	3,805.90	102	380.59	283.35	76.76	20.48		
Interstate	78,507	253,664.70	7,851	25,366.47	24,022.34	892.45	451.68		
Intrastate	41,195	120,493.30	4,120	12,049.33	11,324.46	444.57	280.30		
IntraLata	5,596	15,335.00	560	1,533.50	1,431.29	41.64	60.57		
Directory Assistance- Interstate	602	750.85	60	75.09	75.09	0.00	0.00		
Directory Assistance- Intrastate	325	296.90	33	29.69	29.69	0.00	0.00		
CALLING CARDS									
International	34	151.40	3	15.14	15.14	0.00	0.00		
Interstate	1,104	6,372.90	110	637.29	294.99	282.23	60.07		
Intrastate	69	250.70	7	25.07	8.96	11.57	4.54		
IntraLata	74	318.00	7	31.80	15.35	12.67	3.78		

* 64% of all International calls are to Canada.

	Total Calls	Total Min.	Avg. Calls /month	Avg. Min. /month	Avg. Day minutes	Avg. Eve. Minutes	Avg. N/W minutes		
Toll Free (Inbound)	26,344	82,224.00	2,634	8,222.40	2,187.00	340.00	428.00		
International	52	38.70	5	3.87	2.44	1.31	.12		
Interstate	5,978	18,787.60	598	1,878.76	1,514.75	220.02	143.99		
Intrastate	16,327	50,989.70	1,633	5,098.97	4,815.55	75.52	207.90		
Intralata	3,987	12,408.00	399	1,240.80	1,121.36	43.08	76.36		

Facilities costs:

<i>Elgin T-1</i>	Non-recurring charges:		Monthly Charges:
<i>Tandem T-1</i>	Non-recurring charges:		Monthly Charges:
<i>National T-1</i>	Non-recurring charges:		Monthly Charges:
<i>Riverside T-1</i>	Non-recurring charges:		Monthly Charges:

Include explanatory notes for any pricing not provided or any criteria that would affect the rates quoted.

Exhibit "A"

QUOTE for SWITCHED SERVICE

Annual commitment: |

Contract length: |

City of Tulsa 10-month Billing and Averages.

	Total Calls	Total Min.	Avg. Calls /month	Avg. Min. /month	Avg. Day minutes	Avg. Eve. Minutes	Avg. N/W minutes	Per Minute Rate	Total Cost of Line Item
Total Outbound	128,527	401,439.65	12,853	40,144	37,501	1,762	881		
OUTBOUND ORIGINATING LOCALLY									
International	1,021	3,805.90	102	380.59	283.35	76.76	20.48		
Interstate	78,507	253,664.70	7,851	25,366.47	24,022.34	892.45	451.68		
Intrastate	41,195	120,493.30	4,120	12,049.33	11,324.46	444.57	280.30		
IntraLata	5,596	15,335.00	560	1,533.50	1,431.29	41.64	60.57		
Directory Assistance- Interstate	602	750.85	60	75.09	75.09	0.00	0.00		
Directory Assistance- Intrastate	325	296.90	33	29.69	29.69	0.00	0.00		
CALLING CARDS									
International	34	151.40	3	15.14	15.14	0.00	0.00		
Interstate	1,104	6,372.90	110	637.29	294.99	282.23	60.07		
Intrastate	69	250.70	7	25.07	8.96	11.57	4.54		
IntraLata	74	318.00	7	31.80	15.35	12.67	3.78		

* 64% of all International calls are to Canada.

	Total Calls	Total Min.	Avg. Calls /month	Avg. Min. /month	Avg. Day minutes	Avg. Eve. Minutes	Avg. N/W minutes	Per Minute Rate	Total Cost of Line Item
Toll Free (Inbound)	26,344	82,224.00	2,634	8,222.40	2,187.00	340.00	428.00		
International	52	38.70	5	3.87	2.44	1.31	.12		
(Detail by time of day and by day of week available on request.)	Interstate	5,978	18,787.60	598	1,878.76	1,514.75	220.02	143.99	
	Intrastate	16,327	50,989.70	1,633	5,098.97	4,815.55	75.52	207.90	
	Intralata	3,987	12,408.00	399	1,240.80	1,121.36	43.08	76.36	

Include explanatory notes for any pricing not provided or any criteria that would affect the rates quoted.

Exhibit "B"

Detailed Billing Requirements

The following is a clarification of earlier references to the City's billing requirements. All understanding is to be based on the following.

The City will require as a minimum a consolidated bill with SMDR details in hard-copy form that includes:

- Originating number or incoming toll-free number dialed
- Location
- Department code (as assigned by the City)
- Telephone number called
- City and State
- Time of Day
- Rate plan based on Time of Day
- Length of call by billing increments
- Cost of call
- Calling card account number used by name with the account code suppressed
- Total monthly charges per Originating Number, Toll-Free Number, or Calling Card Account.
- Total for the Month Summary sheet
- Total by Department Summary sheet
- The bill is to be sorted by Department Code

No third party billing is authorized to any City account. Successful Bidder shall comply with existing measures to prohibit third-party billing and inbound collect calls.

The monthly billing statement must be available on paper as well as media (either floppy or CD-ROM).

The paper and media-based monthly billing statement is to be delivered to

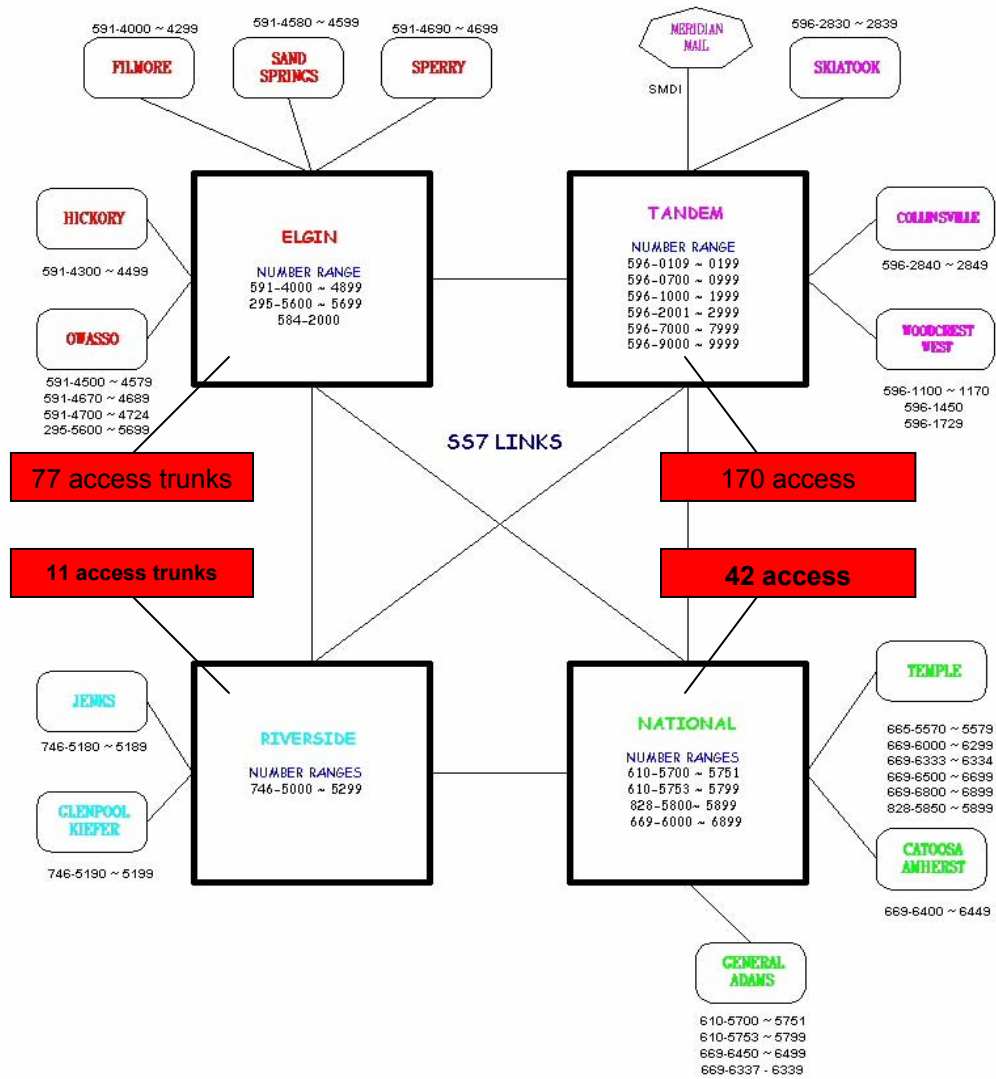
City of Tulsa T/ISD
Attn: Ken Neal
600 Civic Center, Room 105
Tulsa, OK 74103.

Software must be provided to the City to allow the media-based billing statement to be sorted and/or manipulated for ad-hoc reported purposes. The proposed software must include the capability to import files into Microsoft Excel for additional flexibility in analyzing the data. The Bidder must specify the cost (if any) of the media-based monthly billing statement. The City may elect to schedule a demonstration of the media-based billing system.

Highly desired is the ability for the City to perform record updates to certain fields in the bidder's database, specifically the Location, Name, and Department Code fields. It is understood that access must be only by secure methods and by a restricted list of City personnel. Specific methods, restrictions, capabilities, and costs must be listed for any access the bidder has available.

EXHIBIT "C"

CITY OF TULSA



NOTE: Access trunks are currently used for all inbound and outbound Plexar traffic, both local and long distance. This will possibly impact calculations for dedicated service requirements and costs. Access trunks should also be considered when calculating charges, such as UCAL fees, per the bidder's corporate policies.