



INVITATION FOR SEALED BID

TAC635

Description: Non-Plexar Business Telephone Line Service

Department: Telecommunications Department

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

Total pages including this page is 23

FAXING OF 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://www.cityoftulsapurchasing.org/>

you must notify the buyer **Patricia Cummings** of your intent to bid by e-mail at 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.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: November 14, 2002

BID NUMBER: TAC635

BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: October 31, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

***** **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** *****

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____ % _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days)
I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a BID BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____
SIGNATURE OF AUTHORIZED AGENT

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

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.

TAC635 Non-Plexar Business Telephone Line Service Telecommunications Department

For 17 business lines:

Monthly Price

Basic charges	_____
EUCL charges	_____
No PICC	_____
PICC Freeze (slam protection)	_____
911 Service Fee	_____
Telecom Relay Service (DEAF)	_____
Local Number Portability	_____
Universal Service Fund	_____
State and Local Taxes	_____
Federal Taxes	_____

Other Fees: _____

For 17 business lines: TOTAL MONTHLY: \$ _____

X 12 months = \$ _____/yr.

TAC635

Non-Plexar Business Telephone Line Service TELECOMMUNICATIONS DEPARTMENT

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing **Non-Plexar Business Telephone Line Service** on an annual basis. Award will be made to the lowest secure bidder.

The purpose of this RFB is to select a provider of business line telephone services to various City buildings and facilities where the City cannot or chooses not to use Southwestern Bell Telephone's Plexar service. Therefore, only fully capable, experienced, and qualified Bidders should submit bids in response to this RFB.

Throughout this RFB, 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 RFB, 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.

SCOPE:

The City, a municipal corporation of the State of Oklahoma, is seeking bids from qualified firms, (herein referred to as "Bidders"), to provide low-cost, high quality, continuously available business-rate telephone service at various City of Tulsa buildings and facilities where Southwestern Bell Telephone's Plexar service is not workable, in accordance with the specifications outlined in this request. Due to the competitive nature in this market, the City is interested in obtaining the best possible combination of price and service from any qualified bidder.

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

The entire set of documents constitutes the RFB. 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 RFB text is followed. All Bids shall be returned in a sealed envelope with the RFB number and opening date clearly stated on the outside of the envelope.

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

must submit original and three (3) copies of bid proposal. Failure to do so may result in rejection of bid.

BIDDER'S AFFIDAVIT:

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so will be cause for rejection of the bid.

BIDDER:

The successful bidder will be an independent contractor and in no way classified as a City of Tulsa employee. Bidders must provide detailed quotes outlining a complete breakdown of all applicable charges, including taxes, fees and feature charges, for providing business telephone line service. The bidder must review all elements of the Scope of Work Section and include any charges incurred in meeting the City's requirements as part of their quote. 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 recognized as omitted after award of contract.

Monthly billing must provide the same level of detail as the quote to meet the City's requirements. A sample bill must be included in the bid packet to ensure that the City's detailed billing requirements are met.

The successful bidder will submit all billing to the following address for review:

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

The contractor will be responsible for compliance with all applicable Federal, State and Municipal laws and ordinances. The contractor shall be responsible for the character and actions of its employees at all times while working on this contract. Any disrespectful or discourteous actions toward the public will not be tolerated.

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.

BID PRICE:

The term of the contract will be for one (1) year with option to renew for one (1) additional year. Prices bid shall be firm for the entire year of the contract. HOWEVER, IF THE BIDDER ANTICIPATES THAT IT WILL NOT BE ABLE TO MAINTAIN FIRM PRICES FOR ANY RENEWAL PERIOD, A CHANGE IN PRICE MAY BE ALLOWED IN A RENEWAL OF THIS CONTRACT IF THE FOLLOWING CRITERIA ARE MET:

1. THE BIDDER INCLUDES A FORMULA, TO BE USED TO CALCULATE A CHANGE IN PRICE AT THE TIME OF RENEWAL, **IN THE BID FOR THE INITIAL CONTRACT.** SUCH FORMULA SHALL BE REASONABLE, OBJECTIVE AND CAPABLE OF MEASUREMENT.
2. THE CONTRACTOR NOTIFIES THE CITY, IN WRITING, NO LATER THAN 30 DAYS PRIOR TO THE EXPIRATION OF THE INITIAL CONTRACT PERIOD, OR ANY RENEWAL PERIOD, OF ITS INTENT TO EXERCISE THE RIGHT TO ESCALATE OR DE-ESCALATE PRICES UNDER THE CONTRACT. THE NOTICE SHALL INCLUDE A CALCULATION OF THE PRICE INCREASE OR DECREASE REQUESTED INCLUDING THE FORMULA USED.

LIABILITY:

The bidder shall assume all liability for damages and shall hold the City free and harmless from all claims of damages to persons and/or property that may arise out of, or by reason of, the performance of work. The contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property.

LIENS:

The contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor and materials furnished by the contractor or his subcontractors under the scope of this bid and from all laborer's materialmen's and mechanic's liens upon the real property upon which the work is located or any property of the City of Tulsa.

ASSIGNMENT:

Successful bidder shall not sell, sublet or assign the agreement or any portion thereof to any person or persons, except with the written approval of the City of Tulsa. Should the Contractor desire to use a Subcontractor at any time, written approval shall be obtained from City of Tulsa Telecommunications Department. The Telecommunications

Department reserves the right to reject any or all Subcontractors proposed by the Contractor.

SECONDARY OR BACK-UP SOURCE:

The City reserves the right to enter into contract with the second low bidder to be used as a secondary or back-up source. This source would be used only in the event of the failure of the primary source(s) ability to supply the full needs of the City.

If the City implements the contract with the secondary source because of the reasons stated above, the secondary source shall, after notification by the City, notify the City of its intentions to perform or terminate the contract within five (5) calendar days. The secondary source is not obligated to perform the contract until after notification by the Contractor of their intentions. 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.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

A. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employees or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (2) The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

AMERICANS WITH DISABILITIES ACT:

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

Compliance With Orders And Laws

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 RFB.
- ***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).

ADDENDA AND INTERPRETATIONS:

Bidder may change or withdraw a Proposal at any time prior to Proposal submission deadline. Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

The apparent silence of this specification as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used. All interpretations of this specification shall be made from this statement. Proof of compliance will be the responsibility of the vendor.

ALTERING BIDS:

Bids cannot be altered or amended after submission deadline. **Any interlineation, alteration or erasure made** before opening time and date **must be initialed** by the signer of the bid, guaranteeing authenticity. Bids must be submitted in ink or typewritten. Penciling will not be accepted.

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.

DISQUALIFICATION

The City reserves the right to disqualify bids 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 bid; to reject any or all bids in whole or in part, or to reissue a Request for Bids.

PROPOSAL RECEIPT

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

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.

COST OF RESPONSE TO INVITATION FOR SEALED BID:

Bidders agree the City will not be liable for any costs associated with the preparation, transmittal or presentation of any bid in response to this "Invitation for Sealed Bid". Further, the City will not be liable for any cost associated with the preparation of materials for, nor the conduct of any benchmark testing which may be required, except for the costs associated with the transportation, lodging and subsistence for City personnel.

RIGHT TO REJECT:

The City of Tulsa reserves the right to reject any or all bids, or may reject or accept any line item at the price quoted. In addition, the bidder should recognize the right of the city to reject a bid if the bidder fails to submit the data required in the bidding document, or if the bid is in any way incomplete, or irregular, or is not in total compliance with the specifications. Any departure from the specifications should be stated in the bid with an explanation of the reason for the change. The City reserves the right 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 bid 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 RFB. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFB.

REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

CITY NOT LIABLE FOR DELAYS:

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.

CITY CONTACT:

Any questions regarding this “Invitation for Sealed bid” will be handled as promptly and directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any questions results in a change or addition to the “Invitation for Sealed Bid”, the changes or additions will be forwarded to all vendors as quickly as possible by addendum.

Any questions should be directed to:

Patricia Cummings, Buyer Telephone: (918) 596-7561
Purchasing Division Fax: (918) 596-7560
City of Tulsa
200 Civic Center, Room 802
Tulsa, Oklahoma 74103

For technical questions please contact: Ken Neal at 918-596-1202.

VENDOR CONTACT:

Vendors should designate a contact should any questions arise concerning a bid response. The vendor should also state the name and title of individuals who will make final decision regarding contractual commitment and have legal corporate authority to execute the contact on the vendor’s behalf.

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.

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.

AWARD OF BID:

Award of Bid shall be made to the Bidder whose bid is determined to be the most advantageous to the City of Tulsa, taking into consideration fees and other evaluation factors set for in this RFB. Further, the bid shall be awarded to the one (1) firm whose proposal is responsive to the bid and is most advantageous to the City of Tulsa,

considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. the quality of performance of previous contracts or services;
 - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
 - j. the number and scope of conditions attached to the bid.
 - k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

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:

Cost of services/fees	400 points
Ability to provide any optional specifications	<u>100 points</u>
TOTAL	<u>500 points</u>

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) bid for said services or to select other entities to perform services delineated in the RFB.

PUBLIC RECORDS DISCLOSURE

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

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

The Committee reserves the right to rank the bids 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.

BACKGROUND:

The City primarily uses Plexar service from Southwestern Bell Telephone Co. in the Tulsa Metropolitan Area. There are some sites, however, that for different reasons can't be served with Plexar and require standard analog business lines for service. These non-Plexar lines are the sole focus of this RFB. The list of telephone numbers currently in place is attached as Exhibit A. No growth in the number of non-Plexar lines is anticipated at this time.

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 Bidder shall provide:

1. Business line telephone service for each address associated with the existing services as listed in Exhibit A.
2. Detailed information on reporting trouble and standard resolution times.
3. Detailed billing with all individual charges itemized per telephone number.
4. 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.
5. Restriction to a City-provided list of specific individuals who can place orders and communicate with Bidder on all issues relating to the contract.
6. 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.
7. 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.
8. Ability to restrict certain types of calls (e.g., collect calls, 900 numbers, 10-10 long distance dialing, toll restriction) as required.

9. List of all usage-sensitive charges. It is extremely unlikely that any usage-sensitive feature will be required by the City on these telephone lines.
10. A monthly billing statement made available on media (either floppy or CD-ROM) as well as paper. If software other than Microsoft Excel or Microsoft Word is required, it 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.

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

1. Cover Page

The Cover Page should include the Bidder's name; Contact Person for the RFB; Firm's Liaison for the Contract; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers; Title of RFB; RFB 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, for whom Bidder has provided telephone service as required within this RFB. 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 RFB. 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.

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

COST / FEE PROPOSAL:

All costs / fees required for completion of services proposed shall be submitted with bid. Failure to provide costs will deem your bid 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.

CHECK LIST

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

	<u>Submitted With</u> <u>Proposal</u>
RFB Information This must be complete, signed, and returned with Proposal.	YES _____
Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFP. (Must be signed).	YES _____
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"

Phone #	Address	Notes
227-3485	4131 Colonial Dr, Sapulpa	
266-1455	17111 E 46 SN	
266-7519	2240 S 283 EA	
298-3706	Storm Sewer Culvert Sheridan @ Jenks	
443-2702	Oologah Flow Line @ Dam	
481-5506	9441 1/2 S. 70 East Ave	
481-5507	9441 1/2 S. 70 East Ave	
488-8109	1686 E 71 St 71 & Joe Creek	
492-8210	6601 S Yale Ave	
582-1897	600 Civic Center	
582-1898	600 Civic Center	
582-1899	600 Civic Center	
582-3740	2317 S Jackson Ave	
587-7631	600 Civic Center	
592-5538	600 Civic Center	
599-9038	600 Civic Center	
825-7746	Mays County - Grand River Pump Station	