



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 1 of 27

01/11/2012

Addendum #2

Please note the following changes which have been made for clarification to this Invitation For Sealed Bid. This addendum must be listed as Addendum #2 on Form #6 of the bid package as verification that you have received and are aware of the information contained herein.

Addendum 2 IFB packet is what must be used to submit your bid.

A 3rd pre-bid meeting has been scheduled for January 17, 2012 at 2:00 PM (CST) by Teleconference ONLY. Please call 918-596-7005 to attend. If you have attended one of the other pre-bid meetings, you have fulfilled the mandatory requirement of attendance at a pre-bid meeting. If you would like to call in on 01/17/2012 at 2:00PM and go through the pre-bid again, that will be fine.

Due Date for bids has been extended to February 1, 2012, 5:00 PM (CST) at City Clerk's Office, 175 E. 2nd St., S# 260, Tulsa, Ok. 74103.

Answer to a questions asked by vendor:

Question:

Under the following section, there appears to be incomplete thought at the bottom of the statement. We believe that that the rest of the thought is to assist in the deployment and porting process. Can you clarify?

S6. Tower sites - Provide a map representing a current list of active tower sites in Tulsa County and reflecting the services provided from each site (i.e. 3G/4G....). Submit information as Attachment G.

Implementation/ Conversion

Upon completion of the contract the successful bidder will assemble a team for the purpose of distributing new handsets to existing users as applicable. The team will work with the City's Voice Services section for the porting of numbers; distribute phones from City work sites on prearranged dates. Porting of numbers and assistance with

Answer:

Implementation/ Conversion

Upon completion of the contract the successful bidder will assemble a team for the purpose of distributing new handsets to users as needed. The bidder's team will be expected to assist with (a) porting numbers (b) activating handsets (c) voice mail set-up (d) moving contact lists (e) e-mail setup if required and (f) basic training on handset use. Assistance will be based on prearranged dates, times, and City locations as agreed to by the City and the bidder.



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 2 of 27

Question:

1. Can we offer and have two Attachment A's, Worksheet Exhibit A sheets?

Answer: Yes

2. Text messaging Plans. Of the three groups of plans, are any of these to be used with the 131 Smartphone's? If so, which text plans and how many?

Answer: All City users with text messaging add-ons are smart-phone users except for 12, of which 8 are limited to 250 messages and 4 have unlimited messages.

3. Are questions submitted to you after the per-Bid conferences, posted for all to review? If so where?

Answer: An addendum would have been sent out with the answers to any questions asked outside of the Pre-Bid Conferences.

12/16/2011

Addendum #1

Please note the following changes which have been made for clarification to this Invitation For Sealed Bid. This addendum must be listed as Addendum #1 on Form #6 of the bid package as verification that you have received and are aware of the information contained herein.

Addendum 1 IFB packet is what must be used to submit your bid.

A 2nd pre-bid meeting has been scheduled for December 21, 2011 at 10:00 AM (CST) by Teleconference ONLY.

Please call 918-596-7009 to attend. If you have attended the 1st pre-bid meeting, you have fulfilled the mandatory requirement of attendance at a pre-bid meeting. If you would like to call in on 12/21/2011 at 10:00AM and go through the pre-bid again, that will be fine.

(The rest of this page intentionally left blank)



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 3 of 27

NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

TAC # 019D

DESCRIPTION: Cellular Communications Services and Equipment _____ (Commodity Code(s): 915-75)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division
175 East 2nd Street, Suite 865
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday February 1, 2012, and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- _____ Notice of Invitation for Bid
- _____ Summary Sheet
- _____ Form #1: Bidder Information Sheet. Must be completed.
- _____ Form #2: Purchase Agreement. **Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.**
- _____ Form #3: Interest Affidavit. Original signature and notarization required.
- _____ Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- _____ Form #5: Affidavit of Claimant. Original signature and notarization required.
- _____ Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- _____ Instructions, Terms and Conditions for Bidders
- _____ Special Requirements (Offer Period; Insurance and Bonding; References)
- _____ Technical Specifications
- _____ Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 4 of 27

SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:
Cathy D. Evans, Senior Buyer
cdevans@cityoftulsa.org
Include **TAC 019D** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **TAC 019D** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB.

Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.cityoftulsapurchasing.org) to receive notice of any addenda, or to receive notice of any future IFBs.

Pre-Bid Conference

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

Date 12/14/2011 Time 10:00AM (CST) Date: **12/21/2011** Time : **10:00AM (CST)**

Location: OTC – 175 E. 2nd St., Tulsa, 3rd Floor Theatre **TELECONFERENCE ONLY (2nd Pre-Bid)**
Teleconference Line is 918-596-7009 **918-596-7009**

3rd Pre-Bid Meeting – TELECONFERENCE ONLY – Date: 01/17/2012 Time: 2:00PM (CST) 918-596-7005

Attendance at the Pre-Bid Conference or calling into Teleconference Bridge is required to submit a Bid.

Bid Packet Submission

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.
 Electronic Copy also required.

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

Bid Opening

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 5 of 27

**FORM #1
BIDDER INFORMATION SHEET**

Bidder's Exact Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____

Legal or Alternate Sales Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 6 of 27

**FORM #2
PURCHASE AGREEMENT**

INSTRUCTIONS: This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

TAC 019C – Cellular Communication Services and Equipment

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
2. **Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
3. **Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
4. **Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional Four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
5. **Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Special Requirements for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Special Requirements**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
6. **Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 7 of 27

**FORM #2
PURCHASE AGREEMENT**

7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.

i. To Seller:

To CITY:

City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to:

Cathy D. Evans, Senior Buyer
175 E. 2nd St., S # 865
Tulsa, Ok. 74103



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 8 of 27

**FORM #2
PURCHASE AGREEMENT**

18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
 - 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity.** Each bidder agrees to comply with the terms of Title 5 of Tulsa Revised Ordinances relating to Equal Employment Opportunity and to the utilization of minority, female, disadvantaged and BRIDGE program companies.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 11 of 27

FORM #4

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)
COUNTY OF _____)ss.

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among 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. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller'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.

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 13 of 27

FORM #6

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 14 of 27

INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **“Acceptance”** with respect to a Bid shall mean the City’s selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City’s written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - D. **“Authorized Agent”** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
 - **General Partnerships** – any partner can sign to bind all partners.
 - **Limited Partnerships** – the general partner must sign.
 - **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
 - **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - E. **“Bid”** means the Seller’s offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. **“Bidder”** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
 - G. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. **“Bid Submission Date”** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
 - I. **“City”** shall mean the City of Tulsa, Oklahoma.
 - J. **“Days”** shall mean calendar days unless specified otherwise.
 - K. **“Primary Seller”** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
 - L. **“Project Buyer”** shall mean the City’s employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
 - M. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2nd Street, Suite 865, Tulsa, Oklahoma 74103
 - N. **“Secondary Seller”** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 15 of 27

- O. **“Seller”** shall mean the Bidder whose Bid City selected and awarded a contract.
- P. **“You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.
- Q. **“Website”** shall mean the City of Tulsa’s website for the Purchasing Division: www.cityoftulsapurchasing.org.

- 3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
- 4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City’s Purchasing Division.
- 5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
- 6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City’s Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City’s Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
- 7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term “no substitute” is used, the City’s references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.

- 8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
- 9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 16 of 27

10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
- B.** Sealed Bids may be either mailed or delivered, but must be received at:
City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103
- C.** Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D.** Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
1. City Hall closed for business for part or all of the day on the date the response was due;
 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E. City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F.** City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G.** All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H.** If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I.** The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J.** Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
- K.** The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.
12. **BID REJECTION OR WITHDRAWAL.**
- A. City may reject any or all Bids, in whole or in part.
 - B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
 - C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
 - D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
 - E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.
13. **BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 17 of 27

14. **PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.
15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be mailed to: City of Tulsa – Accounts Payable
175 East 2nd Street, 8th floor
Tulsa, Oklahoma 74103

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 19 of 27

Company Name _____

Address _____

Reference contact _____

Telephone Number _____

Length of Contract _____

Is City of Tulsa Purchasing Card acceptable (This is a Visa): YES _____ NO _____





**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 20 of 27

TECHNICAL SPECIFICATIONS

Background

Cellular telephone services are critical to the City of Tulsa in meeting the needs of our citizens. The City of Tulsa has 565 employees using standard cellular voice service and 131 employees requiring the addition of data service. Many City employees utilize text messaging and 6 employees use push-to-talk.

The City has migrated from Blackberry devices to other data-ready phones to avoid the need for a Blackberry Enterprise Server. Pooled Voice rate plans have proven to be the most cost-effective solution for the City of Tulsa. The required service area is primarily within Tulsa County, though many employees require regional coverage and/or national coverage and some City officials require occasional international coverage.

Objective:

The City is aware of the highly competitive nature of the cellular industry and will partner with the bidder offering the best value and most reliable services.

Intent and Scope:

This bid will secure cellular communication services and equipment for the City of Tulsa at a competitive rate. These services are to include:

- Voice services
- Data services to enable Email access
- Text Messaging

The City prefers to acquire all services from a single vendor but reserves the right to award specific services based on cost, availability, and suitability.

The monthly billing for these services must be paid to the contracted bidder, so the City will only accept bids from those who can provide monthly airtime and rate plan billing.

Evaluation

Award of bid will be based on points received using the criteria listed below.

Rate plan evaluation – Bidder will review the City's requirements and propose rate plans along with potential cost-saving features to arrive at a cost-effective solution. The bidder meeting requirements with the lowest price will be given the maximum number of points. The other bidders will receive



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 21 of 27

fewer points based on the percentage difference in cost, e.g. a bid that is 10% higher in cost will receive 10% fewer points.

Technical Specifications - No points are given for the required section of the Technical specifications. Bidders who satisfactorily meet all elements of the required section will receive points as applicable for the desired section.

Voice Quality – The Evaluation Team will make test calls from different City facilities to the City’s voice mail system using the bidder-provided handsets. Messages will be left to document the caller’s location, the signal strength, and the perceived call quality for the handset user. The messages will also be used to evaluate call quality for the called party. When applicable, the download speed will be measured by timing access to specific web sites.

Coverage Area - The same methodology will be used as in the Voice Quality evaluation. Bidders shall provide coverage maps for the City to evaluate against our known needs. Bidders shall provide a minimum of three (3) standard handsets for a period of up to two weeks, which the Project Team will use for testing coverage, voice quality, and usability. The evaluation handsets shall include one model offered free of charge with a new activation. Bidders shall also include one data-ready handset of their choosing to evaluate their data coverage and network speeds.

References - The City will partner with a bidder demonstrating excellent customer service. Bidders shall provide references from Oklahoma governmental agencies of 100 users or more.

The following is a description of the City’s technical specifications and is divided into 5 parts:

1. What is required (prefix R)
2. What is desired (prefix D)
3. Additional requested information (prefix A)
4. Supporting documentation (prefix S)
5. Cost (prefix C)

Answer as fully as possible and include any applicable brochures and product/service descriptions.

Required: Respond to each requirement with supporting information and note any exceptions. The Project Team will evaluate answers to determine suitability.

***R01.** The Bidder shall provide a Customer Service number that is answered 24 hours per day, 7 days per week.

R02. The Bidder shall provide detailed billing by mobile telephone number. At a minimum billing must include:



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 22 of 27

- User's name and department
- The rate plan name and description
- A detailed list of all inbound and outbound calls that includes
 - Date
 - Time
 - Applicable rate
 - The call's endpoint location
 - Length of call
 - All other metered usage

R03. The Bidder shall provide an account summary sheet that includes

- the user's name and department
- totals for each type of metered charges
- adjustments to the previous balance
- monthly service plan
- overage charges for usage not covered by the rate plan
- roaming charges
- other charges and credits
- total charges per mobile device.

R04. The Bidder shall provide billing in hard copy format.

R05. The Bidder shall also provide electronic billing in either Microsoft Excel or Excel-usable format.

R06. The City requires that all equipment must be purchased either by City purchasing card or by purchase order. Bidder shall provide a method that will ensure that monthly billing is for airtime-only.

R07. The Bidder agrees to waive activation fees and upgrade fees.

R08. The Bidder shall provide one base model handset as a free phone for new service activations.

R09. The Bidder agrees to provide a basic replacement handset during the term of the contract for under \$30.

R10. The Bidder shall allow the City to replace a user's handset at a reduced cost once every twelve



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 23 of 27

(12) months. This is intended as an offered discount should the need arise, not an annual account-wide event.

R11. The Bidder shall notify the City when any handset model is to be discontinued. The Bidder shall provide another handset to act as a replacement if the discontinued handset has been one of those offered as free or under-\$30. New equipment that supersedes bid units will automatically be incorporated into this contract at the quoted prices or discounts.

R12. The Bidder agrees that all equipment provided shall be new and the latest production model.

R13. The Bidder shall allow the change of a user's mobile number at no charge.

R14. The Bidder shall provide password protection on the City's account with access restricted to a list of names of authorized City employees. Only those authorized may make changes on the account.

R15. By City Ordinance No. 20776 related to Cellular Policy for City of Tulsa employees, the contracted vendor will be required to conduct a rate analysis at least twice per year to determine if the City is using the most cost-effective rate plan on a phone by phone basis. The Mayor will review the results of these studies with the City department directors to determine if any plan changes should be made. The Mayor will be presenting the rate analysis and departmental reviews to the City Council. The Bidder agrees to abide by this City Ordinance.

Desired:

D1. The Bidder offers discounts to City employees for their personal accounts. Describe.

D2. The Bidder provides a paging function, such as the TAP system currently used at the Tulsa International Airport.

D3. The Bidder offers a ruggedized cellular handset that resists water damage and drops. Describe available model(s).

D4. The Bidder provides web access to manage wireless account. If offered, provide an overview of the management capabilities available, such as name or department changes, ordering or suspending service, and usage reports.

D5. The Bidder provides Wireless Priority Service (WPS). Up to 20 City employees would be using the service.

D6. The Bidder offers a push-to-talk service.

D7. The Bidder offers an iPhone handset as an option.

Additional Information

A1. Describe the method for disputing charges.

A2. Describe the process for the repair and return of handsets and the availability of loaner handsets if needed. Is there a local repair facility?

A3. Provide information on the corporate account team available to the City and normal hours of operation.

A4. Describe the level of support available to the City during an emergency situation, such as temporarily activated mobiles or cellular-on-wheels (COW) and the level of preparedness to deal with outages.

A5. Does the Bidder offer a method to track current usage on specific mobile numbers from a web page? How current is the available information kept?



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 24 of 27

A6. Is there a method available for Enterprise-level customers to activate android-based smart phones without the requirement for individual g-mail accounts?

A7. Provide “roadmap” information with estimated timeline for any new services and advancements planned.

A8. Describe how the temporary suspension of service is handled and the impact on billing.

Supporting Information

Required:

S1. Optional rate plans – Bidders are to submit all rate plans and feature packages available to the City with pricing. The City at its option may choose to implement services from the list to meet changing needs. Optional rate plan pricing will not be part of the cost evaluation however the City expects the same level of applied discount. Submit optional rate plans as Attachment B.

S2. Handsets – Bidders are to submit a list of and information on all current handset models available. Submit handset information as Attachment C.

S3. Voice Mail – Describe the voice mail service including a list of features. Submit voice mail information and a brochure as Attachment D.

S4. Coverage maps – Provide map showing national coverage. Note any locations that are not an owned market or covered through a roaming agreement. Provide coverage map for Tulsa and northeastern Oklahoma. Submit maps and any additional information as Attachment E.

S5. Billing Sample – Provide a sample document to demonstrate the level of detail provided per line of service and the account summary. Submit as Attachment F.

Desired:

S6. Tower sites - Provide a map representing a current list of active tower sites in Tulsa County and reflecting the services provided from each site (i.e. 3G/4G....). Submit information as Attachment G.

Implementation/ Conversion:

Upon completion of the contract the successful bidder will assemble a team for the purpose of distributing new handsets to users as needed. The bidder’s team will be expected to assist with (a) porting numbers (b) activating handsets (c) voice mail set-up (d) moving contact lists (e) e-mail setup if required and (f) basic training on handset use. Assistance will be based on prearranged dates, times, and City locations as agreed to by the City and the bidder.



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

Cost Elements

- C1.** List and give detail on all billing components, charges and regulatory fees.
- C2.** Describe fees for early termination of services and when they would be applied.
- C3.** Describe all electronic billing arrangements available, including all charges to the City for providing these options.
- C4.** Describe charges for directory assistance and operator-assisted calls.
- C5.** Describe charges for Wireless Priority Service if available.
- C6.** Describe all other cost elements not referenced above.

Rate Plans

The table below shows the average usage per month. Rate plan(s) bid are to meet these requirements as a minimum.

The City requires a voice rate plan that pool minutes across the entire City account, without subdividing by department or work group. All Voice rate plans are to include Nation-wide long distance, Caller ID, Three-way conference calling, Call forwarding, and Voice Mail.

Average Monthly Usage

| Voice Plan | Minutes | Users | Per User |
|--------------------------|----------------|--------------|-----------------|
| Incoming Peak | 61,997 | 696 | 89 |
| Incoming Off-Peak | 9,024 | 696 | 13 |
| Incoming M to M Peak | 31,125 | 696 | 45 |
| Incoming M to M Off-Peak | 3,504 | 696 | 5 |
| Outgoing Peak | 73,758 | 696 | 106 |
| Outgoing Off-Peak | 12,094 | 696 | 17 |
| Outgoing M to M Peak | 41,632 | 696 | 60 |
| Outgoing M to M Off-Peak | 4,666 | 696 | 7 |
| Roaming | 809 | 696 | 1 |
| Total Minutes | 238,609 | 696 | 343 |

| Data Plan | Users |
|----------------------|--------------|
| 2 GB data (standard) | 131 |

| Text Messaging Plan | Users |
|----------------------------|--------------|
| 500 Messages/ month | 46 |
| 1,000 Messages/ month | 6 |
| Unlimited Messages/ month | 20 |

M to M represents mobile to mobile voice calls. For evaluation purposes, it is assumed that none of the mobile to mobile calls are being counted twice.



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 26 of 27

Peak hours are understood to be between 7:00 a.m. and 7:00 p.m. Monday through Friday.

There are a total of 696 users, including the 131 using a data plan.

The Bidder must notify the Purchasing Agent of any information omitted that may affect the Bidder's competitive rate plan quote.

Exhibit A

Bidder shall complete the form provided in Excel format (**Attachment A** is the worksheet for Exhibit A) with rate plan details and calculate the total cost of service for one month based on the current user count and average usage provided. Include all applicable fees and charges. This is strictly for evaluating the cost effectiveness of the proposal and is not understood by the City to be a static monthly cost.

Additional service options and rate plans may be offered as part of this contract and included under a marked and separate heading. These will not be used for cost evaluation but as available options as part of the completed contract.

POINTS AWARDED

| | |
|--|------------|
| Rate Plan Evaluation/ One Month Total Cost | 60% of bid |
| Technical Specifications – non-Required | 10% of bid |
| Voice Quality | 5% of bid |
| Coverage Area | 15% of bid |
| References | 10% of bid |

TOTAL POINTS AWARDED



**Invitation For Bid
TAC 019D – Addendum 2
Cellular Communication Services and
Equipment
Issued: December 1, 2011**

**City of Tulsa,
Oklahoma**
Page 27 of 27

**EXHIBIT A
BID FORM INCLUDING DELIVERY AND PRICING**

1. Delivery.

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. Pricing

Proposed Pooled Voice Rate Plan

Monthly Charge: _____

Feature Description – Provide a list of the features provided as part of the monthly charge and demonstrate that the rate plan quoted will meet the average user's needs as shown in the Average Monthly Usage table.

Bidder's Company Name _____

Authorized Signature Here ▶ _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET