



October 16, 2009

Request for Proposal 10016

BLACKBERRY COMMUNICATION SERVICES

Tulsa Public Schools is inviting proposals for the above in accordance with the terms and conditions detailed herein. Our goal is to purchase District Blackberry communication services from an e-rate eligible vendor for the 2010-2011 school year.

Proposals will be accepted until **11:00 a.m. on November 16, 2009**. Proposals received after this time will not be accepted. One original and two (2) copies of your proposal must be submitted. No award will be made until the Tulsa Public Schools committee has had sufficient time to evaluate the proposals. Tulsa Public Schools reserves the right to contract in the best interest of the District.

Responses must be sealed and marked on the lower left-hand corner with the proposal name and number, name and address of the vendor, opening date and time. Fax responses cannot be accepted. Address, mail or deliver all proposals and accessory documents to:

Ms. Linda Phillips
Tulsa Public Schools
3027 South New Haven, Room 505
Tulsa, Oklahoma 74114

Inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to my office at (918) 746-6283 or dallian@tulsaschools.org. This document may be obtained in electronic format by visiting our website, www.tulsaschools.org, selecting District, then the quick link to Bids-Purchasing/RFP's.

Thank you for your participation.

A handwritten signature in black ink, appearing to read "L. Phillips".

Linda L. Phillips, C.P.M.
Director of Materials Management

Request for Proposal 10016

BLACKBERRY COMMUNICATION SERVICES

1. **PURPOSE:** Tulsa Public Schools ("TPS", the "District") wishes to contract with an e-rate eligible vendor to provide Blackberry communication services to the District for the 2010-2011 school year. It is our intent to consider all valid solutions and allow the vendor flexibility in proposing the most appropriate and cost-effective services. Refurbished equipment will NOT be considered for purchase. Only vendors proposing both equipment and air-service time will be considered.

2. **BACKGROUND:** TPS is the largest school district in the State of Oklahoma. The District contributes significantly to the economic base of the area, employing over 6,500 employees. Approximately 42,000 students are enrolled in nearly 60 elementary/Pre-K schools, 15 middle schools and 9 senior high schools as well as 19 special programs around the District.

3. **PERIOD OF CONTRACT PERFORMANCE:** It is expected that an award will be made not earlier than December 1, 2009 and not later than February 1, 2010 and implementation will be completed no later than July 30, 2010. The contract period will be from July 1, 2010 until June 30, 2011, to include at the option of TPS, two (2) successive one-year renewals

4. **QUESTIONS REGARDING THE RFP:** Fax any technical issue and specification questions pertaining to this RFP to the Purchasing Department at (918) 746-6654 or email at dallian@tulsaschools.org by 4:00 p.m. on October 26, 2009. Include a return fax and phone number and specifically reference the section of the proposal in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers solicited in order to avoid any unfair advantage. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier.

5. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: Mr. Todd Lee, Chief Information Officer.

6. **STATEMENT OF WORK:** The successful vendor will provide equipment, if needed, and full time, daily support for District Blackberry services.

6.1 GENERAL REQUIREMENTS

6.1.1 **Current District Plans:** The District currently has 231 Blackberrys in use with a variety of models and plans. If requested, the District can make available the number of plans by user and equipment.

6.1.2 **Replacement Plan:** Provide the District with plans to service three distinct needs, including the replacement of current District Blackberrys at little or no cost if the service plan requires the change. Where applicable, all existing numbers should be ported to the new account in order to reduce disruption of service. A plan(s) providing the ability to pool service among units is desirable.

A. Data service: Currently 51 Blackberrys are in this category. This primarily focuses on internet and email access. Data services are handled through the District's Blackberry Enterprise Server. All data users' Blackberrys sync with Microsoft Exchange.

B. Walkie-Talkie/Direct Connect: Data capabilities with walkie-talkie or direct connect features. Currently 62 Blackberrys are in this category.

- Walkie-Talkie
- Walkie-Talkie Cross Fleet
- Walkie-Talkie Nationwide

C. Cell Service: Currently 118 Blackberrys are in this category. Features and functionality are basic and should be comparable to current as follows:

- Call Detail
- Caller ID
- Talk Group
- Domestic LD
- Pooled Cellular Minutes
- Shared DC/Talkgroup Minutes
- Anytime Minutes
- Cellular Minutes Included, 450
- Caller ID
- Voice Mail
- Unlimited Nights and Weekend Minutes

6.2 SUPPORT & SERVICES

6.2.1 Services: Provide standard support, maintenance, and warranty services appropriate for a large enterprise customer.

6.2.2 Sales Support: Meet regularly with District representatives for the purpose of analyzing and developing cost saving measures and suggesting modifications and or alternative courses of action to enhance the system and cost effectiveness.

6.2.3 Usage: Assist the District with evaluating and analyzing the cellular phone usages and recommend alternatives. Provide data relevant to the District's management of the account and usage history.

6.2.4 Training: Provide training as needed in the use of the equipment after delivery of equipment.

6.3 BILLING

6.3.1 A detailed billing/listing of all services, calls and miscellaneous charges is required on a monthly basis for each Blackberry by department or division. The billing is to be established under one account for the entire District with a breakdown by department or division.

6.3.2 A master billing list for all cellular telephone numbers is to be provided that includes the total monthly air time and cost of service.

6.4 OPTIONAL PROGRAM – EMPLOYEE PARTICIPATION:

6.5.1 The successful offeror will be given the opportunity to make available a plan(s) to the employees of Tulsa Public Schools.

6.5.2 Billing for Optional Employee Plans will be direct to individuals as specified in an employee-direct, separate contract. The credit of the District may not, by law, be extended to these plans.

7. **PROPOSAL SUBMISSION REQUIREMENTS:** In order to be considered for selection, offeror must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal shall be submitted to TPS as indicated on the cover sheet. Offeror shall make no other distribution of the proposal. Return this **Request for Proposal** document with all attachments filled out as required and signed along with proposal information organized into the following sections and appropriately indexed/labeled:

- **Proposal Section A, Product Pricing.** Include a complete description and cost breakdown of proposed services. Prices are to be firm for the 2010-11 year; however, services will be billed monthly and include all charges for the month.
- **Proposal Section B, References.** Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom the company has provided similar products/services within the last three (3) years. N.E. Oklahoma references are preferred. Include contact name and telephone number as well as the quantity of devices supported.
- **Proposal Section C, Attachments.** Attachments A and B, properly completed with original signatures.

Offerors are requested to indicate in the Proposal Pricing Section if they will extend the pricing, terms and conditions of this offer to other school districts in the Tulsa, Oklahoma metropolitan area if the offeror receives the award. If the successful offeror agrees to this provision, other districts may enter into a contract with the successful offeror for the purchase of the same commodities based on the terms, conditions, and prices, offered to TPS for this solicitation. If so, this offer should be made available to other districts to “piggyback” for up to six months following the award of this contract by TPS. Also, if mutually agreeable, minor changes in terms and conditions may be negotiated by participating agencies and the successful supplier.

8. **AWARD:** The evaluation committee will review all proposals and make a recommendation to the school board for award to a responsive and responsible offeror who submits the proposal that is in the best interest of the District. Delivery/services may not commence until such approval is obtained.

9. **TERMS AND CONDITIONS:**

9.1 **DOWNLOADED RFP'S:** This RFP and accompanying exhibits/attachments are available for download from the web at <http://www.tulsaschools.org/district/purchbids.shtm>. Respondents who download the RFP waive their right to have clarifications and/or addenda sent to them. Although the Board reserves the right to provide them as a convenience, such respondents are responsible for checking the web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve such Respondents from considering addenda, if any, in preparing responses. Note that there may be multiple clarifications and/or addenda. Any harm to a respondent resulting from such failure shall not be grounds for a protest against award(s) made under this RFP.

Any written clarifications and/or addenda will be sent to the Respondents who have provided fax numbers or e-mail addresses to the Purchasing Department staff responsible for the specific solicitation. Written addenda will also be posted on the Board's web site as noted above.

9.2 **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma. The contractor shall comply with applicable federal, state and local laws and regulations.

9.3 **RIGHT TO REJECT:** TPS reserves the right to reject any or all proposals. In addition, offerors should recognize the right of TPS to reject a proposal if they fail to submit the data required in the RFP, or if the proposal is in any way incomplete.

9.4 **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

9.5 **MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS:** Failure to submit a proposal on the official form provided for that purpose may be cause for rejection. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection; however, the Director of Materials Management reserves the right to decide, on a case basis, in his/her sole discretion, whether to reject such a proposal.

9.6 **CONTRACT PROVISIONS BY REFERENCE:** It is mutually agreed by and between TPS and the offeror that the District's acceptance of the offeror's proposal by the issuance of a purchase order shall create a contract between the parties thereto containing all specifications, terms and conditions in the solicitation except as may be amended in the purchase order. Any exceptions taken by the offeror not included in the purchase order or resulting contract will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this solicitation and information submitted by an offeror, the terms and conditions of the solicitation and resulting purchase order/contract will govern.

9.7 **CHANGES:** Statements made by TPS representatives do not modify the terms, conditions and specifications of this RFP. Changes and modifications to any section of the **RFP** will not be valid unless said changes are confirmed in writing in the form of an addendum and issued by the Director of Materials Management.

Changes may be made to the **contract** if the parties agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

9.8 **ERRORS OR OMISSIONS:** Offeror shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specifications, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before proposals are submitted.

9.9 **TAX EXEMPTION:** TPS is exempt from the payment of sales/use taxes. The price submitted must be net, exclusive of sales/use taxes. When under established trade practice, any federal excise tax is included in the list price; offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by TPS.

9.10 FAVORED NATION: Offeror shall furnish Services to the District at the lowest price that offeror charges to other similarly situated parties. If offeror overcharges, in addition to all other remedies, the District is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the District until the date refund is made. The District has the right to offset any overcharge against any amounts due to successful offeror under this or any other agreement between offeror and the District, and, at the District's sole option, the right to declare successful offeror in default under the Contract.

9.11 TESTING AND INSPECTION: TPS reserves the right to conduct any test or inspection it may deem advisable to assure supplies and services conform to the specification.

9.12 PROPRIETARY INDEMNITY: Offeror warrants that all products and services used by or furnished do not infringe upon or violate any patent, copyright, trade secret, trademark, or any other proprietary right of any third party. In the event of claim by any third party against TPS, TPS shall promptly notify vendor and vendor shall defend and indemnify TPS against any loss, cost, expense, claim, or liability arising out of such claim, whether or not such claim is successful.

9.13 PATENT AND COPYRIGHT MATERIALS: Unless otherwise expressly provided in a contract, offeror shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.

9.14 QUALIFICATIONS OF OFFERORS: TPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to TPS all such information and data for this purpose as may be requested. TPS reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. TPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy TPS that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

9.15 LATE PROPOSALS: Proposals must be received by the TPS Purchasing Department by the designated date and hour to be considered for selection. The time of receipt shall be determined by the time clock stamp in the TPS Purchasing Department. Proposals received in the Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. TPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery. It is the sole responsibility of the offeror to ensure that its proposal reaches the Purchasing Department by the designated date and hour.

9.16 OBLIGATION OF OFFEROR: By submitting a proposal, the offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

9.17 PROPOSAL ACCEPTANCE PERIOD: The proposal shall be binding upon the offeror for a minimum of ninety (90) calendar days following the proposal receipt and opening date. Any proposal on which the offeror shortens the acceptance period may be rejected as determined by the Director of Materials Management.

9.18 COSTS OF RESPONSE TO RFP: TPS will not be liable for any costs associated with the preparation of materials for offeror's submission.

9.19 METHOD OF PAYMENT: Payment will be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly itemized invoice. All work under this agreement will be authorized by purchase order. TPS may, at their sole option, elect to make payment by use of a Purchasing/Bank/Charge card. The Board of Education reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

9.20 AUDIT: Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by TPS, whichever is sooner. TPS, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of contractor's records and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

9.21 OPEN RECORDS: Ownership of all data, materials and documentation originated and prepared for TPS pursuant to this proposal shall belong exclusively to TPS and be subject to inspection in accordance with the Oklahoma Open Records Act.

9.22 COMPLIANCE WITH PROCEDURES: Contractor shall comply with all procedural instructions that may be issued from time to time by TPS; however, the terms and conditions of the contract will not change.

9.23 EXTRA CHARGES NOT ALLOWED: Proposed pricing shall be for the complete product/service. No extra fee may be assessed or billed for payment by a Procurement/Bank/Charge card.

9.24 ASSIGNMENT OF CONTRACT: A contract shall not be assigned or subcontracted by the offeror in part or whole without the written consent of TPS.

9.25 TERMINATION: Failure to comply with the terms and conditions of this solicitation or to deliver materials, supplies or services identified in the solicitation and contract at the discounts quoted will void the contract award. In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, TPS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs.

TPS reserves the right to cancel and terminate any resulting contract; in part or whole should the Director of Materials Management determine that such a termination is in the best interest of TPS. Any such termination shall be effected by delivery to the contractor, at least thirty (30) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. No amount shall be allowed for anticipated profit on unperformed services.

9.26 NON-DISCRIMINATION: Contractors or suppliers are obligated not to discriminate against any employee or applicant for employment because of race, color, religion, handicap, national origin, sex, or socio-economic status. This obligation shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors or suppliers are obligated to comply with all requirements of the Americans with Disabilities Act.

TPS is an equal opportunity institution and does not discriminate in its educational and employment policies and programs on the basis of race, color, religion, gender, national origin, veteran status, or disability.

Attachment B

VALIDATION

Note: Proposals must be manually signed on this form in the space provided below.

Has the offeror, any officer of the offeror, or any employee of the offeror who has a proprietary interest in the proposal, ever been disqualified, removed, or otherwise prevented from participating, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is Yes, please explain the circumstances in the following space:

Offeror, in compliance with this RFP, has examined the specifications, and is familiar with all of the conditions and requirements. Vendor meets all of the standards and requirements necessary to perform the services/provide the products, and is able to furnish the services/products in the time frame specified and at the rates set forth in this proposal. The undersigned, on behalf of the offeror, certifies that this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project and is in all respects fair and without collusion or fraud.

I have read the terms and conditions of this RFP, truthfully answered the above question, and submit for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind vendor, and certifies that all statements contained in the proposal are true and correct. If accepted by the District, this proposal is guaranteed as written and amended and will be implemented as stated.

Please indicate if this business is: _____ Minority-owned or _____ Female-owned.

Company Name

Signature of Representative

Company Address

Typed Name of Representative

City, State, Zip

Title

Fax Number

Telephone Number

Date

Email