

AN ORDINANCE 2008 - 03 - 20 - 0212

**CONSOLIDATING MULTIPLE SERVICE AGREEMENTS
ACROSS SEVERAL CITY DEPARTMENTS INTO AN
ANNUAL CONTRACT WITH SPRINT SOLUTIONS, INC., TO
PROVIDE THE CITY WITH SPRINT/PCS NEXTEL
WIRELESS AND CELLULAR SERVICES & PRODUCTS FOR
AN ESTIMATED ANNUAL COST OF \$3,185,000.00.**

* * * * *

WHEREAS, the City currently has multiple agreements with Sprint/Nextel for certain mobile voice services; and

WHEREAS, the City wishes to consolidate these agreements, and acquire additional mobile voice services, mobile broadband services, track and locate services, products and accessory equipment; and

WHEREAS, this purchase is made in accordance with the Houston/Galveston Cooperative Purchasing Program, passed and approved by the San Antonio City Council in Resolution 96-41-08, **NOW THEREFORE**;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The agreement with Sprint Solutions, Inc., for Sprint PCS/Nextel wireless cellular services and products in the amount of \$83,477.49 is hereby approved. A copy of the contract and bid tabulation are attached hereto and incorporated herein for all purposes as Exhibit I.

SECTION 2. The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to various vendors. All expenditures will be in accordance with the FY 2007-2008 budget approved by City Council. The annual estimated total for the contract listed on this ordinance is \$3,185,000.00.

SECTION 3. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director, may subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific cost centers and fund numbers as necessary to carry out the purpose of this ordinance.

SECTION 4. This Ordinance shall be effective on the tenth day after passage.

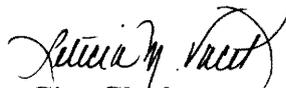
PASSED AND APPROVED this 20th day of March, 2008.



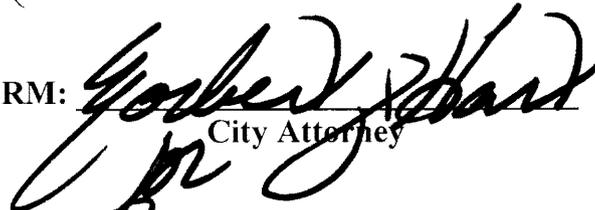
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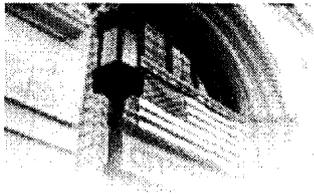
PHIL HARDBERGER

ATTEST:

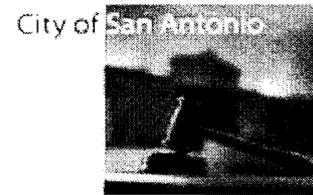

City Clerk

APPROVED AS TO FORM:


City Attorney



Request for
COUNCIL
 ACTION



Agenda Voting Results - 7

Name:	7						
Date:	03/20/2008						
Time:	10:43:23 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance consolidating multiple service agreements across several City departments into an annual contract with Sprint Solutions, Inc., to provide the City with Sprint/PCS Nextel Wireless and Cellular Services & Products for an estimated annual cost of \$3,185,000.00. [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & Contract Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor	x					
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2	x					
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				x
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

City of San Antonio Bid Tabulation

December 6, 2007 Annual Contract for Sprint PCS / Nextel Wireless & Cellular Services and Products		HGAC
A1276-08		WF
		Sprint Solutions, Inc. 2001 Edmund Halley Drive Reston, VA 20191 210-313-5033
Item	Description	Estimated Cost
A	<u>Services</u>	
	Percent of Discount Offered	23%
	Price Schedule Identification	Provider Price List
	Type of Price Schedule	Provider Schedule
	Price Schedule Column on which Discount is based	Provider Retail
1	Voice Services	
a	Voice Rate Plans	\$1,020,862.92
b	Total Equipment Protection	\$142,800.00
2	Data Services on Handsets	
a	Web & Email Services on Handsets	\$115,476.90
b	Data Service for GPS track & locate	\$157,080.00
c	Public IP Address for GPS track & locate	\$47,124.00
d	Track & Locate Service	\$447,780.00
e	Text Messaging	\$157,080.00
3	Mobile Broadband Services	
a	Unlimited Data Transfer for mobile broadband cards	\$720,720.00
	Total Sprint Nextel Services	\$2,808,923.82
B	<u>Sprint Nextel Equipment and Non-Recurring</u>	
1	Sprint Nextel Equipment	
a	Mobile Broadband Card for laptop computers	\$119,998.00
b	IDEN, CDMA or Powersource Handsets	\$144,985.50
c	PDA/Smart Devices	\$49,997.50
2	Sprint Nextel One-Time Fees	
a	Blackberry Client Access Licenses	\$18,500.00
b	One-time Setup Fee for Track & Locate Services	\$42,415.00
	Total Sprint Nextel Equipment and Non-Recurring	\$375,896.00
Total Estimated Contract		\$3,184,819.82

**END USER AGREEMENT
FOR
WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES
CW05-02**

THIS END USER AGREEMENT (hereinafter the "Agreement") is entered into this 7th day of October, 2007 (hereinafter the "Effective Date") by and between Sprint Solutions, Inc., d/b/a Sprint with a mailing address c/o Sprint at 2001 Edmund Halley Drive, Reston, VA 20191 (hereinafter referred to as "Contractor"), and City of San Antonio with an office at 515 S. Frio St. San Antonio, TX 78207 (hereinafter the "END USER"), under the Houston-Galveston Area Council of Governments ("H-GAC") Contract for Wireless Telecommunications Equipment and Services No., CW05-02 dated June 1, 2005 (hereinafter the "H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to H-GAC End User participants who have entered into an Interstate Interlocal Contract, including but not limited to, departments, agencies, authorities, commissions, boards, counties, cities, townships and other political subdivisions. End User and Contractor are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

1. Authority to Purchase. By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract. End User agrees upon Contractor's request to furnish Contractor with documentation to demonstrate the End User is authorized to participate under the H-GAC Contract pursuant to an Interlocal Contract with H-GAC.

2. Equipment and Services. Upon execution by the Parties of this Agreement, and confirmation of End User's authorization as provided in Section 1 above to Contractor's satisfaction, the End User shall be authorized to submit purchase orders for the purchase of Contractor's Equipment and/or Services. The End User acknowledges and agrees that all purchase orders for Equipment and Service issued by the End User pursuant to this Agreement are subject to the terms and conditions of Attachment A and Exhibit B to the H-GAC Contract. Any terms and conditions contained in a purchase order or in any acknowledgment or acceptance of a purchase order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void. In the event of a conflict between this Agreement and the H-GAC Contract, the terms and conditions of the H-GAC Contract shall have precedence.

3. Additional Equipment and Services. Upon execution of this Agreement, the END USER has the option to purchase additional equipment and services that are offered by third-party vendors, through this Agreement as permitted under the H-GAC Contract ("Additional Equipment and Services"). The Additional Equipment and Services may be invoiced separately from Contractor's Equipment and Services. The End User acknowledges and agrees that all purchase orders for Additional Equipment and Services are subject to the assigned third party vendors' terms and conditions incorporated by reference to the H-GAC Contract. By execution of this Agreement, the additional terms and conditions of the assigned third party vendor shall govern the Additional Equipment and Services provided to the END USER but shall not supersede the terms and conditions of the H-GAC Contract.

4. Term. The term for which Services shall be provided by Contractor shall commence on the Effective Date and continue for a period of [24] months [**Minimum of 12**] from the Effective Date. Thereafter, this Agreement shall automatically renew for an additional one-year period unless either Party notifies the other in writing at least 30 days prior to the end of the initial 12-month period. Upon expiration of this Agreement, the Parties may agree to extend this Agreement as mutually agreed by the Parties provided that the H-GAC Contract is still in effect. Notwithstanding the foregoing, in the event

that the H-GAC Contract terminates for any reason or expires, and this Agreement is still in effect, this Agreement will continue pursuant to its terms for the stated duration pursuant to the terms set forth in Attachment A to the H-GAC Contract.

5. Incorporation by Reference. Attachment A to the H-GAC Contract as may be amended from time-to-time, including all Attachments and Exhibits and Exhibit B to the H-GAC Contract, is hereby incorporated by reference into this Agreement with the same force and effect as if it were given in full text.

6. H-GAC Not Liable for End User Purchases. Contractor and End User acknowledge and agree that End User shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the End User pursuant to this Agreement and in no event that H-GAC be liable for any End User's obligations hereunder.

7. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law principles.

8. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

End User:
City of San Antonio
515 S. Frio St.
San Antonio, TX 78207
Attn: Hugh Miller
Director ITSD

Contractor:
Sprint Solutions, Inc.
2001 Edmund Halley Drive
Reston, VA 20191
Attn: Public Sector
Contracts Manager

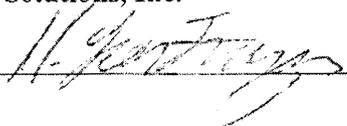
9. Entire Agreement. This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

City of San Antonio

Sprint Solutions, Inc.

By: _____

By: 

Name: _____

Name: H. Leon Frazier

Title: _____

Title: Senior Vice President

Date: _____

Date: November 8, 2007

City of San Antonio
 Quote for Annual Services
 Contract No. CW05-02

I. Services	Annual Amount	23% Discount
<i>A. Voice Services</i>		
1. Voice Rate Plans	\$ 1,020,862.92	yes
2. Total Equipment Protection	\$ 142,800.00	
<i>B. Data Services on Handsets</i>		
1. Web & Email Services on Handsets	\$ 115,476.90	yes
2. Data Service (req. for track & locate)	\$ 157,080.00	yes
3. Public IP Address (req. for track & locate)	\$ 47,124.00	yes
4. Track & Locate Service (such as Xora, Telenav, etc...)	\$ 447,780.00	
5. Text Messaging	\$ 157,080.00	yes
<i>C. Mobile Broadband Services</i>		
1. Unlimited Data Transfer for mobile broadband cards	\$ 720,720.00	yes
II. Sprint Nextel Equipment and Non-Recurring		
<i>A. Sprint Nextel Equipment</i>		
1. Mobile Broadband Card (for use in laptops)	\$ 119,998.00	
7. IDEN, CDMA or Powersource Handsets (models vary; price is subject to change)	\$ 144,985.50	
8. PDA/Smart Devices (models vary; price is subject to change)	\$ 49,997.50	
<i>B. Sprint Nextel one-time fees</i>		
1. Blackberry Client Access Licenses	\$ 18,500.00	
2. One-time setup fee (for Track & Locate services)	\$ 42,415.00	
 <i>Estimated Annual Total</i>	 \$ 3,184,819.82	

Sprint Together with Nextel

EVDO Quotation - Estimated Cost

Customer Information

EFT/Contract Information

Customer Name: City of San Antonio
 Financial Contact Name: William Flint
 Agency Name: Purchasing
 City: San Antonio
 State: Texas
 Zip: 78207
 Financial Contact Phone: (210) 207-4285
 Email Address: william.flint@sanantonio.gov
 Acct # (if applicable): n/a

Financial Institution: United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106
 ACH Coordinator: Judy Sweeze - 816-860-3821
 Routing Transit Number:
 Depositor Account Title: Sprint PCS
 Depositor Account Number: 9870994712
 Remit To Address: P.O. Box 219554, Kansas City, MO 64121
 Vendor PO Address: 12524 Sunrise Valley Drive, Reston, VA 20196
 Contract Vehicle & Number: HGAC Buy Contract No. CW05-02
 Cage Code:
 DUNS #:
 Tax ID #
 Doing Business As: Sprint

Sales Representative Information

Name & Title: Tracy Copeland
 Phone: (210) 313-5033
 Email Address: tracy.c.copeland@sprint.com

Quote Date:	Contract Vehicle being utilized <input type="checkbox"/>	Control # :
Expiration Date:	HGAC Buy Contract No. CW05-02	(YYMMDDConsecutive##Initials)

Handsets/Connection Cards

Qty	Model	Suggested Retail Price	Fiat Rate Credit	Additional Promo	Unit Item Price	Extended Item Price
1200	Mobile Broadband Card	\$249.99	-\$150.00		\$99.99	\$119,988.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
1200	<i>Total</i>					Subtotal for Equipment \$119,988.00

Note: Hardware credit and promotions only apply per device with the purchase of an associated service plan

Sprint Together with Nextel

IDEN Quotation - Estimated Cost

Customer Information		EFT/Contract Information	
Customer Name:	City of San Antonio	Financial Institution:	Bank of America 3101 S Tryon Street, Charlotte, NC 28255
Financial Contact Name:	William Flint	ACH Coordinator:	Beverly Miller - 704-388-1520
Agency Name:	Purchasing	Routing Transit Number:	21000021
City:	San Antonio	Depositor Account Title:	Nextel Finance Company (EFT)
State:	Texas	Depositor Account Number:	3752205642
Zip:	78207	Remit To Address:	1PO Box 4181 Carol Stream, IL 60197-4181
Financial Contact Phone:	(210) 207-4285	Vendor PO Address:	1505 Farm Credit Drive 4th floor, McLean, VA 22102
Email Address:	william.flint@sanantonio.gov	Contract Vehicle & Number:	HGAC Buy Contract No. CW05-02
Acct # (if applicable):	n/a	Cage Code:	1KA72
Sales Representative Information		DUNS #:	051873040
Name & Title:	Tracy Copeland	Tax ID #:	74-1650557
Phone:	(210) 313-5033	Doing Business As:	Nextel Communications
Email Address:	tracy.c.copeland@sprint.com		

Quote Date: _____	Contract Vehicle being utilized <input type="checkbox"/>	Control # : _____
Expiration Date: _____	HGAC Buy Contract No. CW05-02	(YYMMDDConsecutive##Initials)

Accessories					
Qty.	Model	Suggested Retail Price	20% Discount	Unit Item Price	Extended Item Price
250	Blackberry Client Access License	\$74.00		\$74.00	\$18,500.00
1,700	Track & Locate Solution One time setup fee	\$24.95		\$24.95	\$42,415.00
1950	<i>Total</i>			Subtotal for Equipment	\$60,915.00

Note: Handset credit and promotions only apply per device with the purchase of an associated service plan

Handset Replacement/Upgrade				
Qty.	Model	Suggested Retail Price	Unit Flat Rate	Extended Item Price
1450	IDEN, CDMA or Powersource Handsets (models vary; price is subject to change)	\$299.99	\$99.99	\$144,985.50
250	PDA/Smart Devices (models vary; price is subject to change)	\$549.99	\$199.99	\$49,997.50

1700	Total		<i>Subtotal for Equipment</i>	\$194,983.00
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Note: Handsets may be upgraded/replaced at matrix rate once every 12 months. SPR applies for upgrades/replacements prior to 12 months.

Rate Plans - State & Local Contracts 23%

Qty.	Rate Plan	Suggested Retail Price	23% Discount	Unit Item Price	Extended Item Price
1700	Sprint Nextel rate plans	\$64.99	-\$14.95	\$50.04	\$85,071.91
250	Blackberry Email and Web Service	\$49.99	-\$11.50	\$38.49	\$9,623.08
1700	Text Messaging	\$10.00	-\$2.30	\$7.70	\$13,090.00
1700	TEP	\$7.00		\$7.00	\$11,900.00
1700	Nextel Data Service	\$10.00	-\$2.30	\$7.70	\$13,090.00
1700	Public IP	\$3.00	-\$0.69	\$2.31	\$3,927.00
1700	Track and Locate solutions (Xora, Telenav, etc... Prices vary according to product)	\$21.95		\$21.95	\$37,315.00
8750	Total				Subtotal for Rate Plans \$174,016.99

TOTAL ONE-TIME CHARGES \$255,898.00

Subtotal Monthly Recurring Charges	\$174,016.99
Add 2.5% for Universal Funding Fee, E-911 and Wireless Number Portability	\$6,090.59
TOTAL MONTHLY RECURRING CHARGES	\$180,107.58
Enter number of months in contract	12
Total Services Charge for Term	\$2,161,291
Estimated first full month of service plus equipment and other charges	\$429,914.99
Estimated total of contract	\$2,417,188.95

Sprint

together with NEXTEL

****This is not a bill or an invoice****

This quotation for equipment and/or services under Sprint Communication's is provided for informational purposes only. This quotation is not and should not be construed as an offer by Sprint Communications to perform any work or to provide any products and/or services, is not intended to convey Sprint Communication's agreement to perform any work or provide any product and/or services; nor is it intended to indicate a customer's eligibility to order equipment and/or services. To order equipment and/or services, eligible customers must submit a valid purchase order, credit card, or execute a Blanket Purchase Agreement. This quotation is valid for thirty (30) days from the date on which it was issued, and may be extended by written approval of Sprint's Strategic Pricing Group.