

EXHIBIT “A”

HIDALGO COUNTY “Long Distance Telephone Services”

REQUIREMENTS / SCOPE OF SERVICES

**REQUEST FOR PROPOSALS
No. 2008-330-09-17-SMA**

EXHIBIT "A"
HIDALGO COUNTY
REQUEST FOR PROPOSAL FOR:
"LONG DISTANCE TELEPHONE SERVICES"
RFP NO: 2008-330-09-17-SMA

REQUIREMENTS

Overview:

Hidalgo County, hereafter known as the "County," is now accepting competitive sealed proposals for Long Distance Telephone Services (IntraLata, IntraState, InterState and International). The telecommunication system must be provided through the use of access lines, intercom equipment, and facilities from the serving office to the County's premises. The long distance telephone services are to be provided countywide.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for

"Long Distance Telephone Services-Hidalgo County" as specified herein. Proposals will be accepted until 9:30 A.M., Wednesday, September 17, 2008. Fax proposals will not be accepted. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.** One (1) original and seven (7) copies of the proposals must be delivered or mailed in a sealed envelope marked: **RFP No. 2008-330-09-17-SMA "Long Distance Telephone Services-Hidalgo County"** Deliver RFP to:

The following outlines the Request For Proposal:

SECTION I -GENERAL TERMS AND CONDITIONS

GENERAL INFORMATION: Hidalgo County is requesting that responses be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The submittal envelope must show: Company name, RFP Number, Project name And Opening Date.

Company Name: _____

RFP Number: 2008-330-09-17-SMA

Project Name: "Hidalgo County –Long Distance Telephone Services"

Acceptance Date: September 17, 2008 at 9:30 am.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

Please note that any verbal inquiries made which may result in a misunderstanding or misinterpretation by prospective proposer are not the responsibility of Hidalgo County and will not be considered a valid reason for discrepancy in accurately responding to the RFP.

Hidalgo County is exempt from Federal, State and Local taxes, TIF, and the Texas Universal Service Fund Surcharge.

ADDITIONAL INFORMATION: WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, September 10, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, September 12, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposer's procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

The initial term of the resultant contract shall commence from the date of award for an initial period of one (2) year with the County's option to extend the contract for one (1) additional year subject to satisfactory performance, terms, rates price and conditions remain the same.

Grace period: Hidalgo County reserves the right to continue this contract for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

Contract award: The award of the contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the importance of service, proposer's qualifications, demonstrated ability to provide the required services, demonstrated ability to respond to Hidalgo County's needs on a timely basis, past performance, references, price, professional acumen and other factors set forth in the RFP. Prices must be fixed and will service as the basis for awarding additional funds if received.

SECTION II - RFP REQUIREMENTS

RESPONSE TO PROPOSAL SUMMARY BELOW

Name of Company offering service: _____

LONG DISTANCE SERVICE

Item	Price
Switched One + Outbound Cost per Minute	
A. IntraLata	_____
B. InterLata	_____
C. InterState (state-to-state)	_____
D. International	
1. Mexico (border band)	_____
2. Canada	_____
Monthly Charge per Account	_____
Switched Inbound Toll Free Service Cost per Minute	_____
Monthly Charge per Line	_____
Calling Card Cost per Minute	_____
Surcharge Cost	_____
Conference Calling Cost per Minute	_____
Total Max Participants	_____
Cost per Participant	_____
Local (Lata) Directory Assistance	_____
Intrastate Directory Assistance	_____
National Directory Assistance	_____
Reverse # Directory Assistance	_____
Presubscribed Interexchange Carrier Charge (PICC)	
<i>Also known as Carrier Access Charge or Access Line</i>	
A. Business Line	_____

State your company's policy regarding the reimbursement of PIC and LPIC change charges billed by local telephone companies.

WE THE UNDERSIGNED SUBMIT THE ABOVE PROPOSAL FOR THE ABOVE MENTIONED ITEMS:

I/we have read the proposal requirements, conditions, and specifications, which are an integral part of the terms of this contract.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current Texas codes. Furthermore, I understand that fraud and unlawful collusion are crimes under the Federal Law, and can result in fines, prison sentences and civil damage awards.

I hereby certify that I am authorized to sign as a Representative for the firm

Name of Firm: _____

Address: _____

Signature: _____

Name: _____
(Type or Print)

Title: _____ **Date:** _____

Telephone #: _____ **Fax #:** _____

All proposals must have completed pages four (4), which is to act as a checklist for required items.

SCOPE OF PROJECT

The County is seeking proposals from carriers to provide Long Distance Telephone Services by no later than 9:30 a.m. on September 17, 2008. Proposals must provide solutions that preserve or improve the existing level of service.

The County is requesting proposals for IntraLata, InterLata, InterState, International, 800, and Calling Card long distance services; including various directory assistance services.

SPECIFICATIONS TO THE PROPOSER

Please read the specifications thoroughly to be sure the proposal offered complies with all requirements of the RFP. Variations from the specifications must be clearly indicated.

The long distance vendor shall provide long distance switched services to the County. Line quality must be as clear and as crisp as a local call. There shall be no charges for unanswered calls and billing must be in six (6) second increments or better.

The services to be furnished under this proposal must comply with all Federal Communications Commission (FCC) and Public Utility Commission (PUC) Rules (Substantive Rule 26.211).

Page Seven (7) of the RFP must be signed by an authorized representative of the company and included with the proposal in order to be considered valid.

Proposals cannot be altered after opening time. Any additions, deletions, or variations from the following specifications must be noted. Any parts not specifically mentioned which are necessary to the service to be complete and ready for use must be identified in your proposal.

The number of days required to deliver the service must be stated in the proposal. A cutover schedule must be given to the County, after proposal award. The County reserves the right to postpone the installation or implementation of any location it deems necessary.

When a delay can be foreseen, vendor shall give notice to the County. The proposer must keep the County advised at all times of the status of cutover. Default in promised delivery (without acceptable reasons) or failure to meet specifications authorizes the County to purchase such service elsewhere and charge increase in monthly cost and installation charges to defaulting vendor. Acceptable reasons for delayed delivery are as follows:

- Acts of God (floods, tornadoes, hurricanes, etc.)
- Acts of government, fire, strikes, war
- Actions beyond the control of the successful vendor

Proposer shall carefully examine the proposal forms, specifications, and instructions to proposer. Should the proposer find discrepancies in, or omissions from, specifications, forms or documents, or should he be in doubt as to their meaning, he should within herein specified time for questions, notify Hidalgo County in writing to obtain clarification by addendum prior to submitting any proposal.

GENERAL INFORMATION

Contract Documents

This Request for Proposal (RFP) and all supplements, addenda and/or modifications will become part of the contract. Should other agreements and/or contracts required by the successful vendor differ in wording or intent from the RFP and other documents required by the County, it is agreed to by the vendor that the County's documents will control the transaction.

Validity of Proposal

To be considered as valid, all items listed on pages Six (6) and Seven (7) of the RFP must be included. All vendor offerings submitted in response to this request for proposal must remain in effect for ninety (90) days from date of proposal opening.

Right of Rejection

The County has the right to reject work, which does not conform to proposal/contract specifications. Defective work will be corrected within a mutually agreed upon time, or the County will consider vendor in default of vendor's obligation and order vendor to stop work.

Award

The County reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the County and hold the proposals for a period of ninety (90) days during which an award will be made by the County.

Proposal Submission

Specifications are to be addressed, item for item, in the order listed herein. Failure to complete specifications fully, or using evasive or false responses, may cause disqualification of proposal.

Company Background

Details of company history to be included are: date of formation, principals involved in the company, financial and organizational growth, and other data the vendor may deem pertinent.

If your company is in the process of merging with another telecommunications company, list the name of the company. _____

CLEC/LSP/IXC Financial Information

Financial statements for the most recent fiscal year must be included as part of the proposal but should not be a part of the binder. All financial statements should be provided in a separate envelope. If vendor is a telecommunication division of a major long distance company, financial data for the long distance division must also be included.

Indicate your company type:

Local Exchange Company (LEC)	_____
Competitive Local Exchange Company (CLEC)	_____
Local Service Provider (LSP)	_____
Interexchange Carrier (IXC)	_____

Legal Considerations

All work is to comply with applicable federal, state and city laws, and the rules of the PUC.

County Responsibilities

The County agrees to provide vendor access to premises throughout reasonable hours during the installation/implementation of the services.

All ANI's, by type, will be provided to the awarded Long Distance vendor.

Vendor Responsibilities

Vendor must be responsible for any additional wiring, connection points and other parts/materials necessary for a fully operational system. Permission must be obtained from the County prior to cutting any surfaces of property. Repair of any damage due to carelessness or accidents of vendor representatives or subcontractors will be the responsibility of the vendor.

The successful vendor shall be responsible for testing all lines accessing both the local and long distance networks.

The successful vendor shall provide at least one technician and one customer service representative on site during each cutover. The customer service representative shall be responsible for making his own appointment with a County representative at each location and shall provide adequate training pertaining to any changes as a result of the cutover.

Insurance

Proposer shall be responsible for the proper protection of all personnel, materials, and equipment stored on or off the properties of the client in relationship to the installation of said telephone service. Any subcontractors used by the awarded vendor shall be required to furnish same. In addition to the county's insurance requirements listed on Exhibit "C", insurance coverage shall include the following:

- 1) Builder's Risk and Owner's Liability Insurance must include vandalism and malicious mischief endorsements up to 100% of the insurable value of work. This insurance shall include the interest of the awarded vendor, subcontractor, and the County.
- 2) Property Damage - Minimum of \$100,000.00.

Proof of insurance will be requested prior to the commencement of the project.

Wiring

Care shall be exercised in all applicable wiring to avoid damage to cable and equipment. All wiring and connectors shall be installed in strict adherence to standard communication installation practices and all federal, state and local applicable building codes. Vendor shall take all necessary precautions to protect the building area adjacent to the work area.

Data Input

Proposer agrees to accept the responsibility for data input of all features and/or other data pertinent to operation of system. It is also the responsibility of the vendor to identify individual station feature options and make options known to the County.

System Acceptance

Acceptance of installed services will be contingent upon meeting the specifications and overall compliance to all requirements contained herein. The vendor will perform functional testing for all central office trunks, stations, and required features. Said testing and any resulting changes necessary will be completed within twenty-four (24) hours of scheduled cutover.

Maintenance

The long distance carrier will be responsible for keeping their network up-to-date with new area codes and exchanges.

Contract Documents

All documents contained in the RFP will become part of the contract between the County and the successful proposer. In addition, the response to the proposal on the part of the successful vendor, as well as any and all supplements, modifications, and/or addenda requested prior to installation, will become part of the contract.

If an affidavit or a letter of election is to be signed by the County, a copy of the document must be part of the proposal.

A Non-Appropriations clause must be part of the Contract or Agreement. The clause must include the following:

Notwithstanding anything to the contrary herein, in the event the County of Hidalgo fails to appropriate sufficient funds for any of the County's fiscal years occurring during the term of agreement, which appropriations are for the purpose of paying the monthly or other charges set forth in the Agreement for services similar to those described herein, the term of the agreement shall end at midnight on September 30 of the County's fiscal year for which appropriations were made without further liability to the telephone company except for payment of monthly charges due and payable for services provided to the date of termination. The Non-Appropriations Clause must supersede all terms and conditions pertaining to termination liability charges.

Deviations/Errors

Any deviation between the contract and a tariff must be corrected at once. If there are billing errors due to differences between the tariffs and/or the customer contract and the actual invoices, adjustments must be made by the second billing period after the cutover.

The amount of the credit adjustment must include compound interest and will be retroactive to the time the error occurred.

Installation

All vendor travel time, lodging, per diem or other relevant costs to the installation of the proposed system, if any, are to be included in the proposal. There will be no itemized or separate installation fees charged to the County in addition to the proposed listed service.

Installation Schedule

The vendor is required to present with this proposal an installation timeline outlining cutover periods, installation, and system testing time. Cut sheets should be provided to the County seven (7) workdays prior to each cut date.

Training

User training, if any, is to include clear detailed brochures for each user outlining the various features and instructions for use and is to be supplied by the awarded vendor.

Proposer agrees to provide two (2) subsequent training sessions at the County's convenience.

Repair Details

All interruptions of service not classified as major will be repaired within eight (8) hours, during normal business hours.

Should there be a cable cut affecting the long distance network, the Service Representative should notify the County immediately.

The service system shall be equipped with diagnostic programs that run concurrently with call processing. Maintenance will be a centrally run software function that does not require portable test equipment for fault diagnosis. Diagnostic programs shall detect a fault and its location down to a single replacement module. It should be possible to run specific self-test programs on command. Testing should occur in a central office on a 24-hour basis and be a normal process to the service offered.

Processing Service Orders

The County requires same day confirmation, by fax or email, on any new activity. Information to be included is as follows:

Due date
Service Order number/P.O. number
Brief description of activity
Name of employee processing order

General Labor Rates - Adds, Moves, and Changes

Fill in the following information in the space provided:

PIC Change Charge (1st line) _____
PIC Change Charge (each additional line) _____
LPIC Change Charge (1st line) _____
LPIC Change Charge (each additional line) _____
Presubscribed Interexchange Carrier Charge _____

Station Requirements

Provide the installment-billing option for installation and nonrecurring charges including annuity factor and Annual Percentage Rate (APR).
ANI's:

Automatic Number Identification's (ANI's) must not change. Proposed solution must preserve the existing telephone numbers. Change in telephone numbers is unacceptable.

Monthly Billing Requirements:

The County requires a monthly hard copy itemized/detailed bill and a secure online access account to review current and archived monthly itemized/detailed billing. In addition the County requires online access with the capabilities to download the entire County itemized/detailed billing as one large file in one or all of the following formats with minimal steps to complete said task. To wit: CSV, MS Excel spreadsheet, or MS Access DB format.

Specify number of months archived billing will be available online and/or for download: _____

Desired Billing Information for Long Distance Service

In conjunction/addition to the above monthly billing requirements, the County of Hidalgo requires one monthly invoice for services requested in this RFP.

- Ability to enable four to six digits for Forced and Verified account codes
- Ability to enable account codes with user-specified names
- Grouping of callers within departments with user-specified names

- Grouping of departments within division with user-specified names
- Management Summaries
- Monthly billing must be provided in duplicate at no additional charge

Detail of Long Distance charges must include:

- Call Date
- Time
- Place Called or called from
- Number Called
- From Number
- Call Type (a list of call types must be included in the bill)
- Carrier
- Duration
- Amount of Call
- Directory Assistance Calls
- Totals by callers within a department, departments within a division

Management Summaries should include detail on:

- One Plus Calls
- Calling or travel Calls
- International Calls
- Directory Assistance Calls
- Toll Free Calls
- Call Length Statistics & Top Longest Calls
- Most Frequently Dialed Numbers

V. ADDITIONAL REQUIREMENTS:

1. All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.
2. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

I. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit “B” attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

<u>Description:</u>	<u>Points:</u>
1. <u>Financial considerations to include any cost to the County</u> <ul style="list-style-type: none">• In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous	<u>30</u>
2. <u>Customer Service</u> <ul style="list-style-type: none">• Experience and knowledge necessary to provide the appropriate systems and perform all the required services.• Ease of communicating with company’s support system and the company’s ability to have trained response team/person at service site to provide service and ensure minimal “down” time.	<u>45</u>
3. <u>Clarity of Proposal</u> <ul style="list-style-type: none">• Requested information included and thoroughness of response.• Understanding and acceptance of the scope of services.	<u>15</u>
4. <u>Ability to meet the requirements of RFP regarding “Billing”</u> <ul style="list-style-type: none">• Understanding of the RFP and Contract requirements.	<u>10</u>
Total Points:	<u>100</u>

II. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

III. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.