

FAXED OCT 29 2008

2: 8:54 AM



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Joe Davila
AT& T, Account Manager
Via Fax No. (956) 630-8403
E-mail: jd8020@att.com

From: Sandra Montalvo, Buyer *SMA*
Hidalgo County Purchasing Department

Date: October 28, 2008

Re: RFP: 2008-330-09-17-SMA-"LONG DISTANCE TELEPHONE SERVICES"-HIDALGO COUNTY

Pursuant to action taken by Commissioner's Court on Tuesday, October 21, 2008 on the above referenced Request for Proposals, "**LONG DISTANCE TELEPHONE SERVICES**" your company has been ranked number one (1) and approved to proceed with the negotiations process. As part of the negotiations process, we are requesting that you submit your Best and Final Offer (BAFO).

We request that you consider the rates you are proposing and submit your Best and Final Offer (BAFO) via facsimile (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us no later 12:00 p.m. on Friday, October 31, 2008.

Please sign below and return to acknowledge of receipt with commitment to submit by the deadline indicated.

Signed: *Joel Davila*
Print Name: Joel Davila

Thank you in advance for your prompt attention to this matter. Should you have any questions or require any additional information, please call me at (956) 318-2626 extension 4865.

★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629



Joel Davila
Account Manager

Southwestern Bell Telephone Company
721 Beech Ave B-A-04
McAllen, TX 78501
Phone: 956-984-4648
Fax: 956-630-8403
Email: jd8020@att.com

September 16, 2008

Martha L. Salazar
Purchasing Agent
Hidalgo County
2802 So. Business 281
Edinburg, TX 78539

Dear Ms. Salazar:

The AT&T family of companies is pleased to respond to your Request for Proposal. It is apparent that Hidalgo County has invested significant time in defining your present and future Long Distance requirements. We have tailored our response to comply completely with those requirements in the most cost-effective manner possible.

As you evaluate your responses, it is important to consider details beyond your minimum requirements. The AT&T team of technical and applications experts has designed a turnkey solution that exceeds your minimum requirements and offers Hidalgo County exceptional value. The AT&T family of companies provides these benefits:

- A single vendor to implement and manage your network and communications equipment
- Powerful resources, like our AT&T Laboratories research arm, that bring the latest technology to you.

The AT&T family of companies offers Hidalgo County a full product portfolio that allows you to upgrade and support new initiatives within your business. You'll enjoy the same reliable service and support you've come to expect from us.

Please contact me with any questions or if you need additional information.

Sincerely,

Joel Davila
Account Manager

SEP 17 2008

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County. Exception: Notwithstanding the foregoing, AT&T may, without Customer's consent, assign its rights and obligations under this Agreement to an AT&T Affiliate that controls, is controlled by, or is under common control with AT&T, or subcontract to such an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

TERM OF CONTRACT:

The initial term of the resultant contract shall commence from the date of award for an initial period of two (2) years 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. Exception: AT&T Corp. ("AT&T") submits this Request for Proposal ("RFP") response subject to the terms and conditions of the attached AT&T Master Agreement, the Comprehensive Service Order Attachment, AT&T Business Network Service (ABN) with Multi-Service Agreement and associated transaction-specific documents, and not pursuant to the Hidalgo County Service Contract C-08-330-00-00.

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

AT&T Corp. ("AT&T") submits this Request for Proposal ("RFP") response subject to the terms and conditions of the attached AT&T Master Agreement, the Comprehensive Service Order Attachment, AT&T Business Network Service (ABN) with Multi-Service Agreement and associated transaction-specific documents, and not pursuant to the Hidalgo County Service Contract C-08-330-00-00. Neither party is under any obligation to the other with respect to this Request for Proposal until the parties have agreed upon and executed a mutually agreed master agreement and order documents (the "Contract") .

Should AT&T be selected as your supplier of choice, AT&T will work cooperatively with Hidalgo County to negotiate any order-specific provisions required for compliance with the Request for

Proposal and AT&T's response to it.

Name of Company offering service: AT&T Corp

LONG DISTANCE SERVICE

Item	Price
Switched One + Outbound Cost per Minute(CPM)	
A. IntraLata	<u>.0547 CPM</u>
B. InterLata	<u>.0547 CPM</u>
C. InterState (state-to-state)	<u>.0384 CPM</u>
D. International	
1. Mexico (border band)	<u>.16 CPM</u>
2. Canada	<u>.07 CPM</u>
Monthly Charge per Account	<u>Zero</u>
Switched Inbound Toll Free Service Cost per Minute	<u>Same as switched outbound</u>
Monthly Charge per Line	<u>\$30.00</u>
Calling Card Cost per Minute	<u>.43 CPM</u>
Surcharge Cost	<u>.90</u>
Conference Calling Cost per Minute	<u>.22 CPM per participant</u>
Total Max Participants	<u>50</u>
Cost per Participant	<u>.22 CPM per participant</u>
Local (Lata) Directory Assistance	<u>99 cents</u>
Intrastate Directory Assistance	<u>99 cents</u>
National Directory Assistance	<u>99 cents</u>
Reverse # Directory Assistance	<u>99 cents</u>
Presubscribed Interexchange Carrier Charge (PICC)	
<i>Also known as Carrier Access Charge or Access Line</i>	
A. Business Line	<u>\$5.00</u>

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

AT&T will issue one-time credit on bill for PIC & 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 Company/Firm: AT&T Corp.

Address: 721 Beech Ave., B-A-04, McAllen, TX 78501

Signature: 

Name: Joel Davila
(Type or Print)

Title: Account Manager Date: September 16, 2008

Telephone #: 956-984-4648 Fax #: 956-630-8403

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. **Exception: Billing will be 30 seconds initial and one second increments thereafter.**

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 six (6) 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: Exception: AT&T will endeavor to meet all delivery dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Hidalgo County and/or any contractor or subcontractor employed by Hidalgo County, manufacturer (to include Equipment which may be on "back order") or network delays, or for problems resulting from causes beyond the reasonable control of AT&T. AT&T will notify Hidalgo County of any Equipment that would be on a "back order" status and the implementation dates will be adjusted as mutually agreed between the parties, but would not constitute a breach of contract. Our pricing is predicated on the requirements as set forth by the bid documents. AT&T does not agree to be responsible for excess costs.

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. Exception: AT&T Corp. ("AT&T")

submits this Request for Proposal (“RFP”) response subject to the terms and conditions of the attached AT&T Master Agreement, the Comprehensive Service Order Attachment, AT&T Business Network Service (ABN) with Multi-Service Agreement and associated transaction-specific documents, and not pursuant to the Hidalgo County Service Contract C-08-330-00-00. Neither party is under any obligation to the other with respect to this Request for Proposal until the parties have agreed upon and executed a mutually agreed master agreement and order documents (the “Contract”).

Should AT&T be selected as your supplier of choice, AT&T will work cooperatively with Hidalgo County to negotiate any order-specific provisions required for compliance with the Request for Proposal and AT&T’s response to it.

The proposal as submitted by a vendor would have to take precedence over the original RFP, otherwise a vendor would be required to comply with items it had taken exception to in its response.

Validity of Proposal

To be considered as valid, all items listed on pages five (5) and six (6) 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. **See Attachments**

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. Exception: AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. For the price (s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Work which is not shown or described in this proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

AT&T will repair and replace any damage to Hidalgo County's premises due to the installation effort caused

by AT&T or its agents, as promptly as reasonably practicable, returning the site to its pre-installation condition.

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.

Exception: Customer agrees to accept AT&T's program of self insurance in lieu of the insurance coverage.

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. Exception: Should AT&T be selected as your supplier of choice, AT&T will work cooperatively with Hidalgo County to negotiate any System Acceptance provisions required for compliance with the Request for Proposal and AT&T's response to it.

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. Exception: AT&T Corp. ("AT&T") submits this Request for Proposal ("RFP") response subject to the terms and conditions of the attached AT&T Master Agreement, the Comprehensive Service Order Attachment, AT&T Business Network Service (ABN) with Multi-Service Agreement and associated transaction-specific documents, and not pursuant to the Hidalgo County Service Contract C-08-330-00-00. Neither party is under any obligation to the other with respect to this Request for Proposal until the parties have agreed upon and executed a mutually agreed master agreement and order documents (the "Contract").

Should AT&T be selected as your supplier of choice, AT&T will work cooperatively with Hidalgo County to negotiate any order-specific provisions required for compliance with the Request for Proposal and AT&T's response to it.

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.
Exception: No User Training included.

Repair Details

All interruptions of service not classified as major will be repaired within eight (8) hours, during normal business hours. Exception: Repair timelines are subject to events outside AT&T's responsible control.

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. Exception: AT&T Corp. ("AT&T") submits this Request for Proposal ("RFP") response subject to the terms and conditions of the attached AT&T Master Agreement, the Comprehensive Service Order Attachment, AT&T Business Network Service (ABN) with Multi-Service Agreement and associated transaction-specific documents, and not pursuant to the Hidalgo County Service Contract C-08-330-00-00. Neither party is under any obligation to the other with respect to this Request for Proposal until the parties have agreed upon and executed a mutually agreed master agreement and order documents (the "Contract").

Should AT&T be selected as your supplier of choice, AT&T will work cooperatively with Hidalgo County to negotiate any order-specific provisions required for compliance with the Request for Proposal and AT&T's response to it.

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 (1 st line)	<u>\$5.00</u>
PIC Change Charge (each additional line)	<u>\$5.00</u>
LPIC Change Charge (1 st line)	<u>\$5.00</u>
LPIC Change Charge (each additional line)	<u>\$5.00</u>
Presubscribed Interexchange Carrier Charge	<u>\$5.00</u>

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. **Exception: Hard copy will bill \$100 per month. Online bill will be at no charge to customer.**

Specify number of months archived billing will be available online and/or for download: 12

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.