

Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year ("on an as needed basis"), with the County's at its sole option to renew/extend for an additional one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the services and products will meet the specifications. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

The County of Hidalgo
Attn: County Judge

**100 E. Cano
Edinburg, Texas 78539**

If to Company

**Starr Telecommunications Etc. LLC
Attention: Leonel J. Lopez
304 W. Veterans Blvd.
Palmview, Texas 78572**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2008.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge
Date: 9-15-08

ATTEST
Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

Date: 9-15-08

Company: Star Telecommunications Etc
By: [Signature]
Printed Name: MIKE LOPEZ JR
Title: Estimator

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
By: [Signature]

Date: 9-12-08

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT A
REQUIREMENTS/SCOPE OF SERVICES
REQUEST FOR PROPOSAL
“CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES”
RFP NO: 2008-277-07-30-VYG

EXHIBIT

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

“CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES”

RFP NO: 2008-277-07-30-VYG

Overview:

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals in order to enter with a direct vendor contract from a qualified, licensed “Electrical and Tele-data Communications Contractor” for “Cabling-Installation-Time-Materials-Other Services” on an “As Needed Basis”. The initial term of this contract shall commence upon award for twelve (12) months with Hidalgo County’s Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal for “Cabling-Installation-Time-Materials-Other Services”. Request For Proposals will be accepted until **9:30 A.M., Wednesday, July 30, 2008**. **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:

RFP Number: 2008-277-07-30-VYG

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, July 23, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 25, 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 BIDDER.**

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 BIDS:

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 proposers 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 this contract shall commence upon award for twelve (12) months with Hidalgo County Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with an "Electrical and Tele-data Communications Contractor" who is qualified and licensed. The "Electrical and Tele-data Communications Contractor" who will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for

each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain **any/all** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed electrical and tele-data communications contractor.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Hidalgo County is soliciting to contract with a qualified license "Electrical and Tele-data Communications Contractor" who is qualified and license to provide the services required and requested in the RFP.

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.
2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:
 - (a) Routine – five (5) working days of notification
 - (b) Expedite – one (1) working day of notification
 - (c) Emergency – two (2) hours of notification
3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page XX of this bid), to the ITTS Department based on the following classifications of notification:
 - (a) Routine – within forty-eight (48) hours after visiting the site.
 - (b) Expedite – within twenty-four (24) hours after visiting the site.
 - (c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.
4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.
5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.
6. Permits, Fees and Notices:

- a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.
 - b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
 - c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.
7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.
8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.
9. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents
10. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.
11. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.
12. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.
13. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.
14. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.
15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.
16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.
17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.
19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County ITTS representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

PLEASE SEE/REVIEW "SPECIFICATIONS" FOR ADDITIONAL SCOPE OF SERVICES AND REQUIREMENTS.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

- (A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals".
- (B) After the RFPs have been reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Cabling-Installation-Time-Materials-Other Services" for Hidalgo County.

1. **Electrical and Tele-data Communications Contractor(S):** **(20 Points)**
 The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** (20 Points)
The "Electrical and Tele-data Communications Contractor(S)" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".
3. **COST FEES AND WARRANTY:** (30 Points)
Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of of permits, fees, warranty, etc.
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** (30 Points)
The "Electrical and Tele-data Communications Contractor(S)" should provide as much background information as to it's experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.

NEGOTIATION PROCESS:

Compliance with all requirements, the most proposed productive, qualified, experience, efficient and effective plan in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as the best proposal, and meeting the needs of the "Cabling-Installation-Time-Materials-Other Services". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

<p><u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, July 30, 2008.**

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.

EXHIBIT “B”
PAYMENT SCHEDULE/BEST AND FINAL OFFER

**MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Leonel J. Lopez, President
Starr Telecommunications ETC, LLC

From: Moises Salazar, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

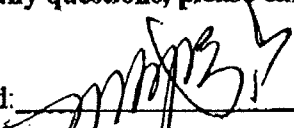
Date: August 27, 2008

Re: Negotiation Meeting For Request of "Best and Final Offer" For:
RFP NO: 2008-277-07-30-VYG-Hidalgo County "Cabling-Installation-Time-Materials-Other Services"

Let this serve as a notice of Hidalgo County Commissioners' Court action taken on August 26, 2008 to approve and authorize negotiations including a Best and Final Offer with your company, Starr Telecommunications ETC, LLC, which was the number one ranked by the Court for this project.

A meeting has been scheduled for Wednesday, August 27, 2008, at 3:00 pm to be held at the conference room of the Hidalgo County Purchasing Department, for discussions/negotiations on services requested on RFP and proposal(s) submitted for a request on a "Best and Final Offer" based on the outcome of the meeting.

We request that you please sign and remit acknowledgement if in agreement with scheduled meeting for discussion/negotiations via facsimile @ (956) 292-7612 or email: moises.salazar@co.hidalgo.tx.us . If you have any questions, please call me at (956) 290-7000-4863. Thank you.

Signed:  _____

Date: 8/27/08

Printed Name: Miguel G Lopez, Jr

Title: Project Manager / ESTIMATOR

Request for Proposal
"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP NO: 2008-277-07-30-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

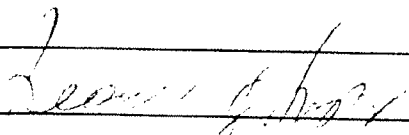
Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: STARR TELECOMMUNICATIONS ETC, LLC

Address: 304 W. VETERANS

PALMVIEW, TX 78572

By: 

Printed Name: Leonard J. Lopez

BEST & FINAL OFFER

CABLING INSTALLATION SERVICES, TIME & MATERIALS-OTHER SERVICES

RFP NO: 2008-277-07-30-VYG

Copper

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)	% Discount for Multi-runs Same drop
Regular New Construction (Rough/Pre-Punch)	45.00	70.00	100.00	1.45	3.25%
Regular (Post-Punch)	51.00	75.00	112.00	1.75	3.25%
Expedited	67.00	93.00	141.00	1.85	3.25%
Emergency	93.00	147.00	195.00	1.90	3.25%

PLENUM	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)	69.00	87.00	123.00	2.94	3.25%
Regular (Post-Punch)	75.00	93.00	130.00	3.00	3.25%
Expedited	102.00	127.00	187.00	3.15	3.25%
Emergency	142.00	177.00	237.00	3.25	3.25%

Miscellaneous

	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)
3' Patch Cable		5.34	7.70	
5' Patch Cable		5.94	8.88	
7' Patch Cable		6.84	9.60	
10' Patch Cable		7.75	11.10	
Custom (by foot)	5.90	6.45	9.50	
66 Block (Cat 5e)		25.00		
66 Block Cat 5e w/Connector		45.00		
5' Amphenol Cable (25 Pr)	22.50			
10' Amphenol cable (25 Pr)	26.50			
20' Amphenol Cable (25 Pr)	35.00			
24 Port Patch Panel (Modular)		165.00	265.00	
24 Port Patch Panel		175.00	265.00	
48 Port Patch Panel		325.00	450.00	
110 Wiring Blocks (100 Pr)	65.00			
Cross Connect Wire 24 AGW			70.00	
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit			195.00	

AUDIO, VIDEO & ALARM

CABLE TYPE	Installed (P)	Installed (NP)	Cable Only (P)	Cable Only (NP)	With Connector (P)	With Connectors (NP)	OTHER
RG-6 Coaxial Cable	123.00	58.00	591.00	123.00	142.00	73.00	
RG-59 Coaxial Cable	128.00	63.00	291.00	123.00	144.00	74.00	
RG-59/18-2 Combo Cable	163.00	78.00	670.00	250.00	172.00	88.00	
Digital Coaxial Cable	173.00	94.00	742.00	274.00	193.00	104.00	
18/2 Speaker Cable	109.00	40.00	140.00	95.00	119.00	50.00	
18/2 Security Cable	70.00	45.00	190.00	125.00			
22/4 Security Cable	75.00	50.00	195.00	135.00			

Other								
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(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000 rolls)

FIBER OPTIC CABLE (Multi-Mode)**REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)**

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	1.77	1.92	2.35	2.55	3.25	25.00 EA	3.58	1.90
12 Strand	2.65	2.75	2.99	3.25	4.29	25.00 EA	3.58	1.90
24 Strand	4.30	4.87	4.35	4.70	6.55	25.00 EA	3.58	1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.15	2.30	2.35	2.55	3.25	25.00 EA	3.68	1.95
12 Strand	3.25	2.65	3.08	3.35	4.39	25.00 EA	3.68	1.95
24 Strand	4.35	4.95	4.40	4.80	6.65	25.00 EA	3.68	1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.20	2.40	2.40	2.65	3.25	25.00 EA	3.75	2.00
12 Strand	3.30	3.75	3.15	3.35	4.45	25.00 EA	3.75	2.00
24 Strand	4.40	5.05	4.45	4.95	6.70	25.00 EA	3.75	2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.50	2.60	2.50	2.75	3.35	25.00 EA	3.80	2.10
12 Strand	3.60	3.85	3.25	3.45	4.55	25.00 EA	3.80	2.10
24 Strand	4.70	5.15	4.55	5.05	6.80	25.00 EA	3.80	2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
3 mm Patch					
1m Patch	21.50	29.50	29.50	35.50	42.50
3m Patch	25.00	31.45	31.45	51.83	47.50

FIBER OPTIC CABLE (Single-Mode)**REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)**

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	1.77	1.92	2.35	2.55	3.25	25.00 EA	3.58	1.90
12 Strand	2.65	2.75	2.99	3.25	4.29	25.00 EA	3.58	1.90
24 Strand	4.30	4.87	4.35	4.70	6.55	25.00 EA	3.58	1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.15	2.30	2.35	2.55	3.25	25.00 EA	3.68	1.95
12 Strand	3.25	2.65	3.08	3.35	4.39	25.00 EA	3.68	1.95
24 Strand	4.35	4.95	4.40	4.80	6.65	25.00 EA	3.68	1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.20	2.40	2.40	2.65	3.25	25.00 EA	3.75	2.00
12 Strand	3.30	3.75	3.15	3.35	4.45	25.00 EA	3.75	2.00
24 Strand	4.40	5.05	4.45	4.95	6.70	25.00 EA	3.75	2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.50	2.60	2.50	2.75	3.35	25.00 EA	3.80	2.10
12 Strand	3.60	3.85	3.25	3.45	4.55	25.00 EA	3.80	2.10
24 Strand	4.70	5.15	4.55	5.05	6.80	25.00 EA	3.80	2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mm Patch					
1m Patch	21.50	29.50	29.50	35.50	42.50
3m Patch	25.00	31.45	31.45	51.83	47.50

FIBER OPTIC MISC

	6-PAK (SM)	6 PAK (MM)	12 PAK (SM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST	30.75	30.75	45.50	45.50	88.02	201.40
SC	35.50	35.50	92.40	92.40		
LC	71.50	71.50	98.00	98.00		

WALL MOUNT RACKS 18" DEEP

	24"	36"	48"
Open Wall Mount Rack	285.00	315.00	390.00
Enclosed/Locking Wall Mount Rack	630.00	728.00	903.00
Labor to Install	100.00	125.00	140.00

WALL MOUNT RACKS 24" DEEP

	24"	36"	48"
Open Wall Mount Rack	365.00	420.00	498.00
Enclosed/Locking Wall Mount Rack	680.00	755.00	905.00
Labor to Install	100.00	125.00	140.00

FLOOR MOUNT RACKS

DESCRIPTION	7'	Other
Floor Mount Open Rack Aluminum	165.00	
Installation	125.00	
Floor Mount Open Rack 4 -Post Frame (Black)	750.00	
Installation	125.00	
Open Cabinet with Casters (Black)	950.00	
Installation	125.00	
Open Cabinet with Side Panels Only (Black)	1310.00	
Installation	125.00	
Cabinet with Side Panels and Front and Back Locking Doors	1590.00	
Installation	125.00	
Ladder Rack Assembly 10' Sections & Hardware	180.00	
Installation	100.00	
Vertical Cable Management for Open Floor Mount Rack	225.00	
Fan/Filter Kit for Wall-Mount Rack with Enclosure	130.00	
Fan/Filter Kit for Enclosed Floor Mount Cabinet	591.00	

UPS

Description	Tower	Rack Mount	Other
500	138.00		
750	231.00	481.00	
1000	261.00	642.00	
1200	265.00	660.00	
1500	371.00	767.00	
1750	385.00	780.00	
2000	1345.00	1052.00	
3000	1783.00	1302.00	

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	3.75
Cable Support Saddles	15.75
D-Rings	7.50
Wire Mold Raceway	4.00 per foot
Wire Mold Boxes	7.90
Wire Mold Clips	1.25
Low Voltage Single Gang Box	5.00

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	65.00
Fire Wall Penetrations	45.00
Asbestos Penetration	125.00

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

	2" CONDUIT	4" CONDUIT	TRENCHING	TRENCHING (ASHPALT/CALICHE)	4" BORE	6" BORE	PULL BOX 2X3X2	PULL BOX 6X4X3
Regular	2.50	4.56	1.75	3.50	19.50	24.50	800.00	1100.00
Expedited	3.33	5.28	2.70	4.20	32.50	39.00	950.00	1300.00
Emergency	4.00	6.00	3.60	5.04	43.20	52.80	1200.00	1600.00
Long Bend Elbows	45.00	70.00						
Regular Elbows	22.50	35.00						
LB ACCESS FITTINGS	18.50	25.00						

Trenching 3' deep by 4" wide

SERVICE CALL/TROUBLE SHOOTING

Price Per Hour

	FIBER OPTIC	DATA	TELEPHONE/FAX	ACCESS CONTROL	AUDIO/VIDEO	OTHER
Regular Hours	65.00	65.00	65.00	75.00	75.00	
After Hours/Holiday	97.50	97.50	97.50	112.50	112.50	
Expedited	97.50	97.50	97.50	112.50	112.50	
Emergency	97.50	97.50	97.50	112.50	112.50	

ETHERNET-ENABLE CONTROLLERS

(Power over Ethernet)

Description	Price Per Unit	Installation & Programming
INTEGRAL Intelli-m 4 Control Module Kit	2340.00	400.00
INTEGRAL Intelli-m Single Control Module Kit	787.00	150.00
INTEGRAL Single Module Add-on Kit	589.00	100.00
Proximity Reader	120.00	50.00

Electric Door Strike (Wood)	125.00	100.00		
Electric Door Strike (Metal)	250.00	125.00	(OTHER HES 9600) 586.00	125.00 Installation
Electromagnetic Lock	175.00	125.00		
Request to Exit Buttons	55.00	25.00		
12/24 Power Supply	195.00	100.00		

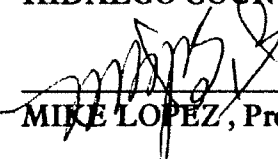
WARRANTY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM) ONE YEAR

Describe the process to be used to electronically accept, process and report job requests and progress to Hidalgo County JOB REQUEST CAN BE E-MAILED ELECTRONIC OR FAXED

List test equipment to comply with testing requirements

Copper	Fluke Omni Scan	Ideal Singal Tek	
Fiber	Fluke Omni Scan	Ideal Singal Tek	

THE ABOVE ITEMS ARE THE "BEST AND FINAL OFFER" FPR NO: 2008-277-07-30 VYG-HIDALGO COUNTY "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"



MIKE LOPEZ, Project Manager-Estimator

8/27/08

 Date

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
1/23/09

PRODUCER
ACCESS INSURANCE AGENCY
5125 S HWY 281 #4
EDINBURG TX 78539
956-702-9002

INSURED
LEONEL J LOPEZ SR
STARR TELECOMMUNICATIONS ETC LLC
304 W VETERANS BLVD
PALMVIEW TX 78572

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: LLOYDS OF LONDON
INSURER B: PROGRESSIVE
INSURER C: TEXAS MUTUAL INSURANCE
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	EG0QH-F	01/19/09	01/19/10	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> FIRE DAMAGE (Any one fire) \$ 50,000 <input type="checkbox"/> MED EXP (Any one person) \$ 5,000 <input type="checkbox"/> PERSONAL & ADV INJURY \$ 1,000,000 <input type="checkbox"/> GENERAL AGGREGATE \$ 2,000,000 <input type="checkbox"/> PRODUCTS - COMPROP AGG \$ 2,000,000				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	05261746-0	01/09/09	01/09/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ ADD \$ EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYER LIABILITY	Q0009983533	01/24/09	01/24/10	<input type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER
	OTHER				E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATION, LOCATION, VEHICLE, EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER **ADDITIONAL INSURED, INSURER LETTER:**

HIDALGO COUNTY
ATTN: PRISCILLA
FAX# 956-292-7612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
[Signature]

- 3. Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Administration Building:
- a) General status report by project architect (when necessary) or purchasing department
 - b) other related items

NO ACTION taken on this item.

- 4. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
- a) Renovations of administration building
 - b) Other ongoing county owned building construction, renovation repair projects
 - c) Emergency situations occurring since last agenda meeting

NO ACTION taken on this item.

- 5. A. Requesting exemption from competitive bidding requirement under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County with Lexis Nexis.**


On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

- B. Requesting approval of agreement(s) if applicable for "On-line Research Services" with**

Lexis Nexis including but not limited to the following Hidalgo County department(s):

- 1. Community Supervision & Corrections Department (Adult Probation)
- 2. Criminal District Attorney's Office
- 3. All Judicial Courts
- 4. All Constables
- 5. Hidalgo County JP Technology
- 6. Hidalgo County Clerk

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval on items #1 thru 6.

-  **6. Presentation for discussion, acceptance, and approval of the final negotiated contract (contract document form previously approved by legal counsel) including acceptance of the "best and final offer" (BAFO) with "Starr Telecommunications Etc. LLC" for RFP NO: 2008-277-07-30-VYG-CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES Project.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

AI-10883

22.A.6.

Hidalgo County Cabling Installation Time Materials Other Services....

-Acceptance of BAFO and approval of final contract.

CC REGULAR

Date: 09/02/2008

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, acceptance, and approval of the final negotiated contract (contract document form previously approved by legal counsel) including acceptance of the "best and final offer" (BAFO) with "Starr Telecommunications Etc. LLC" for RFP NO: 2008-277-07-30-VYG-CABLING-INSTALLATION-TIME-MATERIALS-OTHER SEVICES Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-415-00-200-002-0-431

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 08-28-08 \$20,678.19

Attachments

Link: [RFP Acceptance Sheet/Participatoin Log](#)

Link: [Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 11:12 AM	APRV
2	Budget & Management	Veronica Lopez	08/28/2008 11:37 AM	APRV
4	Auditor's Office	Linda Fong	08/29/2008 09:34 AM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 10:24 AM	APRV

Form Started By: Moises Salazar

Started On: 08/27/2008 04:54 PM

Final Approval Date: 08/29/2008