

DEC 31 2008



AT&T MA Reference No. 18330

20090105 -0221

PURCHASING DEPT  
FROM:

VANQUIE

AT&T Business Network Service (ABN) with Multi-Service Agreement

<b>Customer</b> County of Hidalgo Street Address: 100 N. Closner City: Edinburg State/Province: TX Zip Code: 78539 Country: USA	<b>AT&amp;T</b> AT&T Corp.	<b>AT&amp;T Sales Contact</b> <input checked="" type="checkbox"/> <b>Primary Contact</b> Name: Joel Davila Street Address: 721 Beech Ave City: McAllen State/Province: TX Zip Code: 78501 Country: USA Telephone: 956-984-4648 Fax: 956-630-8403 Email: jd8020@att.com Sales/Branch Manager: Leticia Eads SCVP Name: James Shelgren Sales Strata: GE Sales Region: Southwest
<b>Customer Contact (for notices)</b> Name: Renan Ramirez Title: IT Director Street Address: 100 E. Cano, 4th Floor City: Edinburg State/Province: TX Zip Code: 78539 Country: USA Telephone: 956-292-7010 Fax: 956-318-2152 Email: renan@co.hidalgo.tx.us	<b>AT&amp;T Contact (for notices)</b> Street Address: 721 Beech City: McAllen State/Province: TX Zip Code: 78501 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/> Name: Company Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email: Agent Code:

This AT&T Multi-Service Agreement and Pricing Schedule (and any Pricing Schedule subsequently executed by the parties that references this Services Agreement) is subject to the attached Terms and Conditions (collectively, the "Agreement"). This Agreement incorporates the rates, terms and conditions set forth in the AT&T Service Guide located at <http://new.serviceguide.att.com>, <http://www.serviceguide.att.com/ABS/ext> or <http://www.att.com/abs/serviceguide>, or in the AT&T Acceptable Use Policy located at [www.att.com/aup](http://www.att.com/aup), and in the AT&T Business Communications Service Agreement located at <http://www.business.att.com/agreement/>, each as amended from time to time. To the extent of any conflict between this Agreement and the AT&T Service Guide, AT&T Acceptable Use Policy or the AT&T Business Communications Service Agreement, this Agreement shall take precedence. In addition, any Addendum to an "Attachment" or to the "Master Agreement" referencing this Agreement shall be deemed to be an Addendum to the attached Terms and Conditions.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name: JUAN D. SALINAS III	Name: Jerald Armstrong on behalf of S. Markiewicz
Title: HIDALGO COUNTY JUDGE	Title:
Date: 12-16-08	Date: 1/6/09

**Multi-Service Agreement  
Terms and Conditions**

**Contract Prices, Taxes and Surcharges:** Unless otherwise stated in a Pricing Schedule, other than for VoIP and resold local exchange service the rates and charges stated in the Pricing Schedule are stabilized for the term of the Pricing Schedule (the "Term"), but do not include taxes and regulatory charges which are not stabilized. You are responsible for all applicable taxes and regulatory surcharges. Regulatory surcharges, including but not limited to UCC, USF, PICC and payphone charges, are specified in the AT&T Service Guide. Upon expiration of the Term and subject to any notice periods set forth in the Service Guide and to any applicable minimum payment or retention periods, the Services will continue on a month-to-month basis during which AT&T may modify the rates, charges, terms and conditions applicable to the Service covered by such Pricing Schedule on thirty (30) days' prior notice.

**Payment and Deposits:** Payment is due thirty (30) days after the invoice date and must refer to invoice number. Restrictive endorsements or other statements on checks will not apply. For overdue payments, AT&T may assess a late fee of the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law and all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require you to pay a deposit or increase an existing deposit as a condition of providing Services. You authorize AT&T to investigate your credit history at any time and to share credit information about you with credit reporting agencies. *If annual MARC-Eligible recurring and usage charges (after discounts and credits) do not equal or exceed the MARC in Your Pricing Schedule, You will be billed an amount equal to the unsatisfied MARC for the contract year.*

**Termination and Termination Charges:** Either party may terminate for material breach upon thirty (30) days prior written notice to the other party. *If a Pricing Schedule is terminated by You for convenience or by AT&T for cause before the end of the Term, You will be billed an early termination charge of 50% of the unsatisfied MARC remaining in the Term. If a Service Component is terminated during its minimum retention period, You must pay any associated credits, waivers or unpaid amortized charges. If a Service Component is terminated during its minimum payment period, You must pay the applicable amount of the monthly charge multiplied by the months remaining in the period.*

**Limitation of Liability:** EITHER PARTY'S ENTIRE LIABILITY (OTHER THAN CUSTOMER'S LIABILITY FOR PROPERLY DUE CHARGES) AND THE OTHER PARTY'S EXCLUSIVE REMEDIES FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE DURING ANY TWELVE-MONTH PERIOD THE TOTAL NET PAYMENTS PAYABLE BY YOU FOR THE AFFECTED SERVICE DURING THE THREE MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AT&T SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY AT&T; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT CREDIT ALLOWANCES ARE SPECIFIED IN THE AT&T SERVICE GUIDE); OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

**Disclaimer of Warranties:** AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AT&T DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T DOES NOT WARRANT NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, YOUR DATA AND INFORMATION.

**Billing and Disputes:** If You do not dispute a charge in writing within 6 months after the invoice date, You waive the dispute. AT&T must issue a bill within six (6) months after the month in which the charges were incurred (other than for automated or live operated assisted calls) or it waives the charges.

**Equipment:** AT&T shall retain all right, title or interest in AT&T equipment and no ownership rights in AT&T equipment shall transfer to You. You must provide electric power and a suitable and secure environment free from environmental hazards for AT&T equipment, and You shall keep the AT&T equipment free from all liens, charges, and encumbrances. AT&T equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment without prior written authorization from AT&T. Title to and risk of loss of equipment AT&T sells You ("Purchased Equipment") will pass to You as of the delivery date, upon which date AT&T will have no further obligations of any kind with respect to that Purchased Equipment, except as set forth in an applicable Attachment, Pricing Schedule or Service Guide. If You do not accept the Purchased Equipment, the Purchased Equipment must be returned to the manufacturer. AT&T will obtain from the manufacturer and forward to You a Return Material Authorization. AT&T retains a purchase money security interest in all Purchased Equipment until You pay for it in full; You appoint AT&T as Your agent to sign and file a financing statement to perfect AT&T's security interest. *All Purchased Equipment is provided on an "AS IS" basis, except that AT&T will pass through to you any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.*

**Resale Prohibited:** Unless applicable local law or regulation mandates otherwise, You may not resell the Services to third parties.

**Governing Law:** Unless applicable law requires otherwise, state law issues concerning the construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Texas, U.S.A., excluding its choice of law rules.

**Entire Agreement:** THIS AGREEMENT, THE AT&T SERVICE GUIDE, THE AT&T ACCEPTABLE USE POLICY AND THE AT&T BUSINESS COMMUNICATIONS SERVICE AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES. THIS AGREEMENT SHALL NOT BE MODIFIED OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR YOUR PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before January 11, 2009.

For AT&T Administrative Use Only

Master Agreement No. \_\_\_\_\_  
 Pricing Schedule No. \_\_\_\_\_  
 Original Effective Date: \_\_\_\_\_  
 Effective Date of Amendment: \_\_\_\_\_

**Pricing Schedule for AT&T Business Network Service**

**1. SERVICES**

- AT&T Business Network (ABN) Service

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

Pricing Schedule Term	Term Start Date	Effective Date of Rates and Discounts
2 years	First day of first full billing cycle after installation of ABN Service	First day of first full billing cycle after installation of ABN Service

<b>Upon expiration of Pricing Schedule Term</b>	The terms and conditions of this Pricing Schedule will renew on a month-to-month basis until terminated by either party on 30 days prior written notice ("Extension Period"), except that during the Extension Period the rates under this Schedule are changed as follows: a) If the Services are subject to a Service Guide or a filed Tariff, the rates in this Pricing Schedule will automatically be increased to the then-current Monthly Extension rates specified in the Service Guide or Tariff, or, if no Monthly Extension rate is specified, the rate for the Services for the Extension Period shall be equal to the rates under this Pricing Schedule plus 20%; b) credit, if any, under this Pricing Schedule do not apply for the Extension Period.
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**3. MARC**

	YEAR 1	YEAR 2
MARC under this Pricing Schedule	\$15,000	\$15,000

**4. MARC-ELIGIBLE CHARGES**

- ABN Service including eligible Voice, Access, Local and Intrastate Services purchased under the ABN Service offer
- AT&T Mobile Services (NOTE: Shortfall and/or discount ineligibility may apply per the AT&T Mobile Services contract)

**5. NOT USED**

**6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION AND PAYMENT PERIODS**

**6.1 Promotions**

Service Guide promotions are not applicable under this Pricing Schedule

**6.2 Credits**

Amount of Credit*	Total number of switched access lines converted to be eligible for credit*	Month of Pricing Schedule Term in which Credit is Applied
\$25.00	1 – 5 lines	6th
\$50.00	6 – 10 lines	
\$75.00	11 – 15 lines	
\$100.00	16 – 20 lines	
\$125.00	21 – 25 lines	
\$150.00	26+ lines	

\*AT&T will apply one of the above credits based on the total number of switched access lines that the Customer converts from an AT&T Affiliated Company.

**6.3 Waivers**

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waivers as specified in the Service Guide for ABN Service	N/A	12 months
Outbound Monthly Charges and Outbound Minimum usage requirement for Per Main Billed Account, Per Customer Location-Switched Access and Per Customer Location-Dedicated Access	Every Month	None

The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before January 11, 2009.

For AT&T Administrative Use Only	
Master Agreement No.	_____
Pricing Schedule No.	_____
Original Effective Date:	_____
Effective Date of Amendment:	_____

### Pricing Schedule for AT&T Business Network Service

#### 6.4 Additional Terms and Conditions

By executing this Pricing Schedule, Customer warrants that Customer has funds appropriated and available to pay all amounts due thereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Pricing Schedule Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under a Pricing Schedule, Customer may terminate the Pricing Schedule without liability for Termination Charges set forth in the Agreement upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new Pricing Schedule to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate a Pricing Schedule under this Section. Termination of a Pricing Schedule for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates a Pricing Schedule under this Section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Pricing Schedule Term.

#### 7 RATES AND DISCOUNTS

##### 7.1 ABN Domestic and International Dial Station Outbound /Inbound Calling

ABN Service Voice and Component/Capability	Rate CPM*
<b>Outbound</b>	
Switched	\$0.0446
Loyalty	\$0.0384
Dedicated	\$0.0308
Calling Card	\$0.1574
<b>Inbound</b>	
Switched	\$0.0446
Loyalty	\$0.0384
Dedicated	\$0.0308

\*Billed in increments of 30 Second Initial Period or Fraction, Each Additional Second or Fraction. Rates displayed are net.

ABN Service Voice and Component/Capability	Discount	Rate Reference
International Voice	62%	Per Service Guide as revised from time to time
ABN Local Voice and Intrastate	33%	Per Tariff as revised from time to time
ACCUNET T1.5 Service Primary Rate Interface Office Functions	75%	Per Service Guide as revised from time to time

Additional Discount for Intrastate total charges	
State	Discount
Alabama	10%
Arizona	10%
Arkansas	10%
California	10%
Colorado	10%
Connecticut	10%
Delaware	10%
Florida	10%
Georgia	10%
Hawaii	10%
Idaho	10%
Illinois	15%
Indiana	15%
Iowa	10%
Kansas	10%
Kentucky	10%
Louisiana	10%
Maine	10%
Maryland	10%
Massachusetts	10%
Michigan	15%
Minnesota	10%
Mississippi	10%

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The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before January 11, 2009.

For AT&T Administrative Use Only	
Master Agreement No.	_____
Pricing Schedule No.	_____
Original Effective Date:	_____
Effective Date of Amendment:	_____

**Pricing Schedule for AT&T Business Network Service**

Additional Discount for Intrastate total charges	
State	Discount
Montana	10%
Nebraska	10%
Nevada	10%
New Hampshire	10%
New Jersey	10%
New Mexico	10%
New York	10%
North Carolina	10%
North Dakota	10%
Ohio	15%
Oklahoma	10%
Oregon	10%
Pennsylvania	10%
Rhode Island	10%
South Carolina	10%
South Dakota	10%
Tennessee	10%
Texas	10%
Utah	10%
Vermont	10%
Virginia	10%
Washington	10%
West Virginia	10%
Wisconsin	15%
Wyoming	10%

**7.2 AT&T Terrestrial 1.544 Mbps Local Channel Services**

Local Channel Mileage	Monthly Charges*	
	Fixed Charge	Per Mile Charge
0-5	\$237.80	\$0.00
6-10	\$305.04	\$0.00
11-20	\$410.82	\$0.00
21-50	\$612.54	\$0.00
51+	\$569.90	\$6.56

\*Rates displayed are net.

# **EXHIBIT “A” SPECIFICATIONS**

**EXHIBIT A**  
**REQUIREMENTS/SCOPE OF SERVICES**

**HIDALGO COUNTY**  
**REQUEST FOR PROPOSALS**

**“Long Distance Telephone Services”**  
**RFP 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/SCOPE OF SERVICES**

**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:

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

**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)  
*Also known as Carrier Access Charge or Access Line*  
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 Company/Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
(Type or Print)

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

## **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 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:

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 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.

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 (1<sup>st</sup> line) \_\_\_\_\_

PIC Change Charge (each additional line) \_\_\_\_\_

LPIC Change Charge (1<sup>st</sup> 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><b>Description:</b></u>	<u><b>Points:</b></u>
1. <u>Financial considerations to include any cost to the County</u> <ul style="list-style-type: none"><li>• 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</li></ul>	<u><b>30</b></u>
2. <u>Customer Service</u> <ul style="list-style-type: none"><li>• Experience and knowledge necessary to provide the appropriate systems and perform all the required services.</li><li>• 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.</li></ul>	<u><b>45</b></u>
3. <u>Clarity of Proposal</u> <ul style="list-style-type: none"><li>• Requested information included and thoroughness of response.</li><li>• Understanding and acceptance of the scope of services.</li></ul>	<u><b>15</b></u>
4. <u>Ability to meet the requirements of RFP regarding “Billing”</u> <ul style="list-style-type: none"><li>• Understanding of the RFP and Contract requirements.</li></ul>	<u><b>10</b></u>
<b>Total Points:</b>	<u><b>100</b></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.

**EXHIBIT “B”**  
**PAYMENT SCHEDULE**  
(Including Best And Final Offer)



**Strengthening Communication;  
Strengthening Leadership**





Joel Davila  
Account Manager

Southern 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:

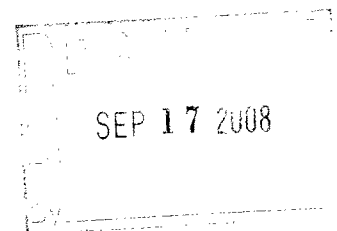
- A single vendor to implement and manage your network and communications equipment
- Powerful resources, like our AT&T Laboratories research arm, that bring the latest technology to you.

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



**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 <sup>st</sup> line)	<u>\$5.00</u>
PIC Change Charge (each additional line)	<u>\$5.00</u>
LPIC Change Charge (1 <sup>st</sup> 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.

9. **Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed and approved as to form by legal counsel) including acceptance of the "Best And Final Offer" (BAFO) with South Western Bell Telephone Company d/b/a AT&T Corp. for RFP: 2008-330-09-17-SMA-Long Distance Telephone Services-Hidalgo County.**

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

10. **Presentation for discussion, consideration, acceptance, and approval of payment of invoice No. 6 (1st & 2nd floor) in the amount of \$30,000.00, and payment of Invoice No. 7 (3rd Floor) in the amount of \$4,270.00 from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building." 0-08-131-08-07**

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

11. **Presentation for consideration, discussion, acceptance and approval of the final negotiated contract (reviewed and approved as to form by legal counsel) including acceptance of the "Best And Final Offer" (BAFO) with Alamo Insurance Group for Part I-Self-Funded Insured Group Health of the RFP/Q NO: 2008-195-09-10-CGV-Consulting Services for: Part I Only-Self Funded Insured Group Health and Part II Not Applicable-Voluntary Insurance Plans For Employees - Hidalgo County Project.**

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

12. **A. Presentation for discussion, consideration, and approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buy Board" awarded pricing including, but not limited to, Precincts, Departments, Program, Agencies, etc.:**

Vendor	Contract Description	Contract #
Corporate Express of Texas, Inc.	Office Supplies & Equip.	254-06
Staples Business Advantage	Office Supplies & Equip.	254-06
Southern Tire Mart	Tires, Tubes & Automotive Products	239-05
O'Reilly Auto Parts	Tires, Tubes & Automotive Products	239-05
Burton Auto Supply	Tires, Tubes & Automotive Products	239-05
GT Distributors, Inc.	Public Safety & Fire House Supplies & Equip.	284-08
MSC Industrial Supply Co.	Maintenance, Repair & Operation Sup. & Equip.	263-07
Gulf Coast Paper Company	Custodial Supplies & Equip.	291-08
Superior Alarms	Supplemental Technology Products, Software & Sup.	289-08

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

AI-12252

13.A.9.

**Long Distance Telephone Services-Hidalgo County  
CC REGULAR**

**Date:** 11/18/2008  
**Submitted By:** Vangie Garcia, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department      **Purchasing only:** Hidalgo County

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**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed and approved as to form by legal counsel) including acceptance of the "Best And Final Offer" (BAFO) with South Western Bell Telephone Company d/b/a AT&T Corp. for RFP: 2008-330-09-17-SMA-Long Distance Telephone Services-Hidalgo County.

**BACKGROUND**

Contract to be effective upon fully execution of contract by both parties.

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**Fiscal Impact**

**FISCAL YEAR:** 2008      **ACCT. #:** 8-1100-415-00-200-002-0-531  
**FUNDS AVAILABLE Y/N?:** Yes      **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Funds available as of 11-14-08 \$23,111.28

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**Attachments**

Link: [BAFO AND PROPOSAL DOCUMENTATION](#)  
Link: [CONTRACT DOCUMENTATION](#)

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/13/2008 02:05 PM	APRV
2	Budget & Management	Veronica Lopez	11/13/2008 02:32 PM	APRV
3	Veronica Lopez	Veronica Lopez	11/14/2008 08:31 AM	APRV
4	Auditor's Office		11/14/2008 05:12 PM	NEW

Form Started By: Vangie Garcia      Started On: 11/12/2008 04:15 PM  
Final Approval Date: 11/14/2008

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