

SmartCom The SMART choice in Telephone & Data Services

600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1247 (fax)

METRO-E AND DEDICATED INTERNET ACCESS SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between, Hidalgo County Sheriff's Office ("Customer"), and SmartCom Telephone, LLC ("SmartCom"), for the purpose of establishing the terms and conditions under which SmartCom will provide data service. SmartCom reserves the right to refuse service.

SERVICE TO BE PROVIDED. SmartCom, under the terms of this agreement will provide to Customer the selected application of services of the following type(s):

Fiber Service	Bandwidth	Demarc Information	Monthly Recurring Cost (MRC)
Metro-E Circuit to TTIC	1Gbps	Point A: 711 E El Cibolo Rd, Edinburg, TX Point B: 1501 Pecan Blvd, McAllen, TX	\$ 522.27

Total Monthly Recurring*:	\$ 522.27
Installation fees (non-recurring):	\$ 0.00

**Includes any applicable Taxes or regulatory fees.*

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of thirty-six (36) months, commencing on completion and handoff to customer. At the end of this initial term if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by SmartCom shall remain the property of SmartCom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give SmartCom the right, without liability, to temporarily



INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. SmartCom will provide/install the service to the SmartCom-provided ethernet switch at the Customer's premises. Customer will provide any necessary 110vAC electrical power needed to operate premise equipment and will ensure that an uninterrupted power source ("battery backup") is available for said equipment. Interface to customer will be on a standard ethernet jack.

Customer acknowledges that if the installation address is not currently serviced by SmartCom-owned facilities, construction may be required which can take up to one hundred twenty (120) days even without any construction hindrance due to rights-of-way issues, permit acquisition, and other factors beyond the control of SmartCom. Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to Internet congestion, server or router speeds, protocol overheads, and other factors which SmartCom cannot control.

SERVICE CALLS. If SmartCom is called to the Customer site and it is determined that the problem is other than the SmartCom network or SmartCom-Provided interface device, a service fee of \$85 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

EQUIPMENT WARRANTY: SmartCom-provided new modem/router equipment will be covered by the by the manufacturer's warranty. During the one-year warranty period, SmartCom will support the modem/router for problems covered by the manufacturer's warranty to include full replacement of the router, if necessary. Once the one-year warranty period has expired, SmartCom will no longer support problems with the T-1 or DSL modem/router. Any equipment furnished by SmartCom will be maintained at no cost to the Customer throughout the duration of this Agreement.

DELAY. SmartCom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of SmartCom.

CONSEQUENTIAL DAMAGES. SmartCom is not responsible for any consequential damages resulting from failure of or suspension of services.

RIGHT TO MODIFY. SmartCom reserves the right to increase the monthly charge to customer if SmartCom's underlying carrier raises the cost it charges SmartCom to deliver the service to Customer's premise. Should such increase in monthly charges exceed 10% of the MRC, Customer may choose not to pay such increase in monthly charges and have service terminated at that time, abrogating this agreement and releasing both parties from the terms set herein. This document supersedes any or all



blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this 9th day of August, 2018

Signature

Ramon Garcia
For Customer

Ramon Garcia
Printed Name

Signature

Alan Yoder
For SmartCom Telephone, LLC

ALAN YODER
Printed Name

Billing Address

711 E El Cibolo Road
Edinburg, TX 78540

Installation Address

Point A: 711 E El Cibolo Rd, Edinburg, TX (existing switch)
Point B: 1501 Pecan Blvd, McAllen, TX (existing switch)

APPROVED BY
COMMISSIONERS' COURT
ON: 1/23/18 me

**HIDALGO COUNTY
REQUEST FOR PROPOSAL
“Data Transmission Services” for
Hidalgo County Sheriff’s Office
RFP № 2017-262-12-20-YZV**

OVERVIEW:

The objective of this Request for Proposals (RFP) is to obtain proposals from qualified vendors that will provide Hidalgo County Sheriff’s Office with “Data Transmission Services”.

Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of “Telecommunication and Internet Services” as specified herein. Sealed Proposals will be accepted until 9:30 A.M., Wednesday, December 20, 2017. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:
RFP Number: 2017-262-12-20-YZV

The Submittal Envelope Must Show The RFP Number, Name and Opening Date.

<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 following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

RFP QUESTIONS & ANSWERS: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at **WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN** Monday, December 11, 2017 at 5:00 P.M. to: yolanda.velasquez@co.hidalgo.tx.us Responses will be sent to all applicants via email by Wednesday, December 13, 2017. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER’S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer’s Affidavit (attached herein in **Exhibit “H”**) certainly 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 a telegraphic or electronically transmitted submission of proposal.

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 submitters' 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 bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:

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

SIGNING OF PROPOSAL:

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:

This Agreement shall commence **January 01, 2018** or upon award and to terminate on **November 14, 2021** with the County's option to renew for two (2) additional one (1) year terms at the same rates, terms and conditions unless earlier terminated or provided herein. The County reserves the right to continue this Agreement for an additional sixty (60) day Grace Period at the end of the contract period under the same rates, terms and conditions.

DAVIS BACON ACT: (If applicable)

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