



## REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time, on Monday, January 27, 2014**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

### RFP No. 2014-007 MOBILE PHONE SERVICE PROVIDER

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895.

Hand Delivered RFP'S:

415 W. University Drive  
C/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg  
C/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079



The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of 60 days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

**PURPOSE**

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

**MOBILE PHONE SERVICE PROVIDER**

**INTENT**

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

**SUBMITTAL OF RFP**

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "ORIGINAL," and five (5) copies marked "COPY". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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**TIME ALLOWED FOR ACTION TAKEN**

(4) The City of Edinburg may hold RFP/s 60 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

**RIGHT TO REJECT/AWARD**

(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

**ASSIGNMENT**

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

**AWARD**

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

**NUMBER OF CONTRACTS**

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

**STATUTORY REQUIREMENTS**

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

**ALTERATIONS/AMENDMENTS TO RFP**

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

**NO RESPONSE TO RFP**

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

**LIST OF EXCEPTIONS**

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

**PAYMENT**

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

**SYNONYM**

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for MOBILE PHONE SERVICE PROVIDER as specified.

**RESPONDENT'S EMPLOYEES**

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

**INDEMNIFICATION CLAUSE**

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

**INTERPRETATIONS**

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

**VERBAL THREATS**

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

**CONFIDENTIAL INFORMATION**

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

**PAST PERFORMANCE**

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

**JURISDICTION**

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

#### **RIGHT TO AUDIT**

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

#### **VENUE**

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

#### **CONFLICT OF INTEREST**

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

#### **CONFIDENTIALITY OF INFORMATION AND SECURITY**

(25) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

#### **TERMINATION OF CONTRACT**

(26) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

#### **RESPONSE DEADLINE**

(27) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, January 27, 2014 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the

response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFP for “MOBILE PHONE SERVICE PROVIDER”. Respondents are advised that **all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

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### **ADDENDA AND MODIFICATIONS**

(28) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **RFP PREPARATION COSTS**

(29) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

### **EQUAL EMPLOYMENT OPPORTUNITY**

(30) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

### **AUTHORIZATION TO BIND RESPONDENT TO RFP**

(31) RFPs **MUST** give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.

The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**BRAND OR MANUFACTURER REFERENCE**

(32) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

**Confidential Information** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

**RFP No. 2014-007**  
**MOBILE PHONE SERVICE PROVIDER**

The City of Edinburg requests proposals from interested, highly qualified, and experienced companies to provide cellular phone services for the City's employees.

Interested and qualified providers who have demonstrated their ability at comparable agencies are invited to submit proposals. Proposals will be accepted until 3:00 p.m. Monday, January 27, 2014. Written responses and all supporting materials are to be submitted in one original and five (5) additional responses. Based on evaluation of the proposals, proposers (all or some) may be invited to an interview process with a panel of evaluators. Submittals to the Request for Proposal should be addressed to:

City of Edinburg  
C/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

**MINIMUM SPECIFICATIONS / SCOPE OF SERVICES**

The City of Edinburg currently has 161 mobile phones; 80 of which are Blackberry models; 78 are Kyocera DuraXT, DuraMax and DuraPlus model phones. The City is seeking proposals for similar or equal equipment models. Proposals shall include rate schedules, plans and equipment costs for the following services. Proposals outside the scope of services will not be considered. All proposed equipment shall meet or exceed the following specifications:

1. General Specifications for all services:

- A. Priority Access for blackberry, cellular.
- B. Selection of service for radio/phone or radio only.
- C. Must provide customer service delivery, support and an account representative in Edinburg.
- D. Pooling of cellular minutes.
- E. No long distance or roaming charges.
- F. Contract cancelable with 30 day notice with no penalty.

2. Digital Cellular Phones & Services:

- A. 25 number memory.
- B. 15 character display with memory recall of all stored digits. LED, Fluorescent or backlit LED display.
- C. Call log listing missed calls, dialed calls, received calls.
- D. Auto redial.
- E. Caller ID, Call Waiting, Call Forwarding.
- F. On/off (end) switch, volume control, battery status indicator.
- G. Carrying case.
- H. AC battery charger and in-vehicle (cigarette) battery charger.
- I. Battery – rechargeable, Lithium (minimum two (2) hour talk time, minimum four (4) days of standby time).

- J. Voice mail.
- K. Text and numeric paging. Expanded text message capability with up to 240 characters.
- L. Speakerphone for hands-free use.
- M. Caller ID.
- N. Missed call indicator, delayed message alert.
- O. Ability to contact one or multiple persons in a predefined call group.
- P. Camera function

4. Blackberry/Android/IOS :

- A. Data package; unlimited call & text.
- B. 4G Network
- C. Speakerphone for hands-free use.
- D. Call log listing missed calls, dialed calls, and received calls.
- E. Auto redial.
- F. Called ID, Call Waiting, Call Forwarding.
- G. On/off (end) switch, volume control, battery status indicator.
- H. Carrying case.
- I. AC battery charger and in-vehicle (cigarette) battery charger.
- J. Voice mail.
- L. Blackberry enterprise access integration (for Blackberry only).

System Requirements:

- A. Compatibility: In the event that the City's equipment is not compatible with the awarded network service, the vendor shall furnish new equipment to the City at no or minimal charge. The equipment will be equivalent or better than the existing City equipment.
- B. Replacement: If a piece of equipment goes out of service and is not under warranty, the City will purchase and own the replacement equipment.
- C. Warranty: Include detailed information to explain your equipment warranty.
- D. Start Up: There will be no initialization, start up fees or delivery fee.
- E. Selection: In your proposal, list a minimum of two selections (prefer three) of equipment (to include all accessories) in each category. Furnish brochures and literature (showing all accessories) on each item.
- F. Packages: The City of Edinburg is specifically looking for detailed proposals that have group plans, with monthly packages of airtime, set monthly pricing per phone/service type, and detailed equipment costs, including unlimited talk and text and 4G Network.
- G. Coverage: Proposals must provide maps which show area coverage and any areas of dead space. Failure to do so may result in disqualification.

H. Testing/Evaluation: The City of Edinburg reserves the right to require (at no cost) one set of each piece of equipment proposed for testing/comparison prior to the award of this contract(s). Samples will be returned to the vendor.

I. Billing: The successful bidder(s) will be required to provide individualized (by user) monthly invoices which itemize all outgoing and incoming calls.

Bills will list:

1. Phone #.
2. Invoice #.
3. Bill date and due date.
4. Bill remittance address.
5. Summary record.

A sample invoice is to be included in your proposal.

J. Roaming Charges: Proposals shall provide nationwide roaming at no cost.

K. Long Distance: Proposals shall provide nationwide calling on all calls originating within the local coverage area.

L. Proposals will meet all Federal Communications Commission rules and regulation.

M. Implementation: Proposals must include a clear implementation plan with dates required to phase in your service.

N. References: Proposals must include a minimum of five references and should include all governmental accounts services.

O. Emergency Operation: Proposals must include a detailed action plan to explain your company's response in the event of a disaster:

1. Back up power supply.
2. System redundancy.
3. Government priority during recovery.
4. Availability of equipment for short term use.

Service Requirements:

- A. Must have a local-area customer retail store.
- B. Local area government account specialist.
- C. Free Shipping on equipment orders.
- D. Same day or Overnight service preferred at no additional cost to the City.

**PROPOSAL EVALUATION PROCESS AND CRITERIA:**

**EVALUATION PROCESS**

The evaluation of Firm's qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the evaluation committee to be applicable to the particular requirements of the project for which the services have been requested.

Written proposals will be evaluated and rated by the evaluation committee. Proposals receiving the highest ratings may be scheduled for an interview with the evaluation committee. The City of Edinburg may require (at no cost) one set of each piece of equipment proposed for testing/comparison from the two top ranked firms. Samples will be returned to the vendor. Ratings will be based on the Proposers' experience providing similar services for another city of the size and complexity of the City of Edinburg; reasonableness of proposed fee schedule and service.

- A. The Evaluation Committee may also contact references to help verify the Proposers' ability to perform the scope of services outlined herein.
- B. Based on the results of the evaluation of written proposals, interviews and references, the Evaluation Committee will make its recommendation to Mayor and City Council.
- C. Contract negotiations will commence with the selected Proposer.
- D. The Evaluation committee reserves the right to:
  - 1. Request Proposer to clarify its contents or to supply any additional material deemed necessary to assist in the selection process.
  - 2. Negotiate the program scope, materials, and costs with the selected provider. If a contract cannot be negotiated with the selected provider, The City may cease negotiations and reserves the rights to have the Evaluation committee re-evaluate the next highest ranked Proposer.
  - 3. Modify or alter any of the requirements herein and identify additional tasks to be accomplished prior to executing a formal contractual agreement.

4. Select the Proposer with the best project approach and ability to meet The Evaluation committee's program needs regardless of cost.
5. Visit a Proposer's office or clinic facilities to meet with respondent's staff.
6. Reject any or all proposals at any time without penalty.
7. Retain all original data and working papers generated during this RFP process.

## RFP - EVALUATION

The evaluation system consists of a 100 point system. The RFP will be ranked after evaluation. The submittal evaluation will be based on the following criteria.

<b>Item</b>	<b>Points</b>
Cost Proposal	40
Proposer Qualifications, Expertise, Experience and References	10
System and Service Requirements	<u>50</u>
	100

I have read and understood the requirements set forth in this RFP #2014-007 and agree to comply except as noted.

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Has the Company ever conducted business with the City of Edinburg? Yes \_\_\_\_\_ No \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code

FAX: ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_