

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, NOVEMBER 15, 2021**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member of the governing board.

B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

A) Proclamation proclaiming Arbor Day.

3. PUBLIC TESTIMONY: (Ordinance No. O-2019-45). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.

4. PUBLIC HEARINGS: (Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.

A) Public hearing on development services cases.

5. CITY MANAGER'S REPORTS: *(City Manager's Administrative Reports and discussion, if any, with governing body. The City Manager may also assign a designated spokesperson for any particular listed topic)*

A) Submission of Sales Tax Collection Report for November 2021.

6. CONSENT AGENDA: *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)*

A) Approval of Minutes for September 7, 2021 Regular Meeting.
(ADMINISTRATION)

B) Consideration and action, if any, on Ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement (TMRS) System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Pharr; and establishing an effective date for the ordinance. **(2nd Reading)** (HR)

C) Consideration and action, if any, authorizing the City Manager to advertise for bids for a supply contract for the purchase and delivery of HMAC and Caliche for the Public Works Department. (PUBLIC WORKS)

D) Consideration and action, if any, authorizing the City Manager to advertise for bids for a supply contract for the purchase and delivery of concrete mix for the Public Works Department. (PUBLIC WORKS)

E) Consideration and action, if any, authorizing the City Manager to advertise for Request for Qualifications (RFQ) to be part of a list of qualified firms to provide Right-of-Way (ROW) Acquisition Services (ENGINEERING)

F) Consideration and action, if any, authorizing City Manager to enter into agreement with Smartcom Telephone, LLC for data network connectivity at new Wellness and Innovation Center building. (IT)

G) Consideration and action, if any, on Development Services Cases:

1. Salinas Engineering & Associates, representing Dreamland Estates, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential Estate District (R1-E). The property is legally described as being 20 acres, more or less, out of the North 1/2 of Lot 103, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 4600 – 5000 Block of North Sugar Rd. **COZ#210957**

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2. Trevino Engineering, representing Centmat Properties LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) & Agricultural and/or Open Space (A-O) to Limited Industrial District (L-I). The property is legally described as being a 10-acre tract, more or less, out of Lot 99, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 501 East Nolana Loop. **COZ#211060**

3. Trevino Engineering, representing Magnolia Square, LP, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family District (R-MF). The property is legally described as being all of Lots 1-3, Southside Addition Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 122 East Sam Houston. **COZ#211061**

PLATS:

1. Melden & Hunt, Inc., representing Francisco Obregon, is requesting final plat approval of the proposed Encino Ridge Subdivision. The property is legally described as being a 21.958 acres a part or portion out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 4700 Block of North Veterans Boulevard. **SUB#191126**

2. Rio Delta Engineering, representing W.A. Landreth III, Manager for Vaquero Kelly Pharr Partners, LP, Vaquero Ventures Management, LLC and Alvaro Gonzalez, Manager for Los Hoteles, LP., are requesting preliminary and final plat approval of the proposed Los Hoteles Subdivision No.2. The property is legally described as being a 4.37 acres tract out of Lot 108, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 100 Block of West Nolana Loop. **SUB#211036**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution for the cast of votes for candidate(s) to the Hidalgo County Appraisal District Board of Directors for 2022-2023. (ADMINISTRATION)

B) Consideration and action, if any, on Resolution appointing/reappointing four (4) regular members to the Planning and Zoning Commission. (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Resolution appointing/reappointing two (2) regular members to the Board of Adjustment. (DEVELOPMENT SERVICES)

8. ADMINISTRATIVE:

A) Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement for Project/Construction Management Services for the Administrative Fire/EMS Headquarters Project. (ADMINISTRATION)

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B) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract for Project/Construction Management Services for Golf Course Project (ADMINISTRATION)

C) Consideration and action, if any, on authorizing City Manager to negotiate and enter into a contract for Project/Construction Management Services for the Southside Storm Water Detention Pond and Dog Park Project. (ADMINISTRATION)

9. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase last mile material for the citywide Fiber Project Phase 3 through 5 from Graybar, Inc, out of Fort Worth, TX, through OMNIA Cooperative Contract #EV2370 in an amount not to exceed \$1,856,476.32. (IT)

B) Consideration and action, if any, authorizing City Manager to purchase fiber optic data center and home equipment for the citywide Fiber Project from Calix, Inc, through sole source proposal in an amount not to exceed \$4,673,482.90. (IT)

C) Consideration and action, if any, authorizing City Manager to purchase sound system for the Pharr Natatorium from Telepro Communications out of Mission, TX, through TIPS Cooperative Contract #200105 in an amount not to exceed \$168,306.08. (IT)

10. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on authorization for the City Manager to enter into an agreement with Pyro Shows of Texas for the New Year's Eve Fireworks Display on December 31, 2021. (FIRE)

B) Consideration and action, if any, authorizing the City Manager to award the supply contract for the purchase of RCP Pipe, Manholes, & Inlets for Public Works Department to Core & Main out of Edinburg, TX (PUBLIC WORKS)

C) Consideration and action, if any, authorizing the City Manager to negotiate and enter into a contract with GDJ Engineering, from the pool of qualified firms, for the Development and Design of Moore Road from Jackson Road to Veterans Boulevard. (ENGINEERING)

D) Consideration and action, if any, authorizing the City Manager to enter into a lease agreement for two (2) ambulances with the City of Brownsville. (EMERGENCY MEDICAL SERVICES)

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E) Consideration and action, if any, authorizing the City Manager to negotiate and enter into a contract with South Texas Health Systems for ground ambulance, rotor-wing and fixed-wing transportation services. (EMERGENCY MEDICAL SERVICES)

F) Consideration and action, if any, authorizing the City Manager to negotiate and enter into a contract with Knapp Medical Center for ground ambulance, rotor-wing and fixed-wing transportation services. (EMERGENCY MEDICAL SERVICES)

G) Consideration and action, if any, authorizing the City Manager to negotiate and enter into a contract with Mission Regional Medical Center for ground ambulance, rotor-wing and fixed-wing transportation services. (EMERGENCY MEDICAL SERVICES)

H) Consideration and action, if any, authorizing the City Manager to amend the contract with Doctors Hospital at Renaissance for ground, rotor-wing and fixed wing transportation services. (EMERGENCY MEDICAL SERVICES)

I) Consideration and action, if any, authorizing the City Manager to negotiate and enter into a contract with Elite Medical Air Transport, LLC for fixed-wing transportation services. (EMERGENCY MEDICAL SERVICES)

J) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with STX Underground LLC from Brownsville, TX for the labor of the Fiber Optic Network - South Build Phase III Project in the amount of \$11,872,796.98 through The Interlocal Purchasing System (TIPS) Purchasing Cooperative Contract number 200201-3132 (IT)

K) Consideration and action, if any, authorizing City Manager to continue maintenance and support services with Frontera Consulting out of McAllen, TX for the South Pharr Pilot Wi-Fi Project on a month to month basis until households are covered by [TeamPharr.Net](#) services. (IT)

L) Consideration and action, if any, authorizing City Manager to award the Service Contract for Direct Internet Access Services to Smarcom Telephone LLC. at Communications Building. (IT)

M) Consideration and action, if any, authorizing City Manager to award the Service Contract for Direct Internet Access Services to Foremost Telecommunications Corporation at International Bridge Building. (IT)

N) Consideration and action, if any, authorizing City Manager to amend the contract with Millenium Engineers Group, in the amount of \$57,537.88 for additional construction material testing services for the City of Pharr/PSJA Aquatic Facility. (ENGINEERING)

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O) Consideration and action, if any, authorizing City Manager to award a contract for the Single Machine Repaving Project Year 6 (ENGINEERING)

P) Consideration and action, if any, on request for Contract Time Extension and Associated Supplemental Fee for Project Manager for Pharr Aquatics Facility (ADMINISTRATION)

Q) Consideration and action, if any, on Request for Contract Time Extension and Associated Supplemental Fee for Project Manager for FY 15 DAP Northbound Expansion and 2nd BSIF Exit Project (ADMINISTRATION)

R) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with R.L. Abatement, Inc. out of Weslaco, TX, for the demolition of the City owned building and related amenities located at 1501 N. Cage Blvd. through The Interlocal Purchasing System (TIPS) Purchasing Cooperative Contract# 210205 (ENGINEERING)

11. CLOSED SESSION: *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda in accordance with the following below:*

Pursuant to Section 551.071, the Board may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.072, the Board may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the Board may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee.** The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.076, the Board may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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Pursuant to Section 551.084, the Board may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the Board may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

12. RECONVENE: *into Regular Session and consider action, if necessary, on any items(s) discussed in closed session.*

13. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext. 1007 or FAX 956-702-5313 or E-mail imelda.barrera@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 12th day of November 2021 at 3:50 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 12th day of November 2021.


IMELDA BARRERA, TRMC
ASSISTANT CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the ____ day of _____, 20__ by,

Title: _____

Proclamation



WHEREAS, Arbor Day has been an occasion for recognizing the value of trees and woodlands to human welfare since 1872; and

WHEREAS, the City of Pharr recognizes the value of trees as they contribute to our environment by moderating the temperature, mitigating the effects of climate change, and reducing heating and cooling costs; and

WHEREAS, the City of Pharr has a tradition of supporting and encouraging the planting, care and health of trees throughout the community; and

WHEREAS, trees in the City of Pharr increase city property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees provide clean air to breathe, prevents erosion of soil, and provide shelter, food, and protection to wildlife; and

WHEREAS, all residents are urged to support the efforts to protect our trees and woodlands and plant trees to promote the well-being of this and future generations.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim November 5, 2021 as:

“Arbor Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 15th day of November, 2021.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Barrera, Assistant City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED:

MEETING DATE: November 15, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: November 12, 2021

MEETING DATE: November 15, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Sales Tax Collection Report for November 2021.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue:

SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 21.96% YTD TRUE GROWTH compared to last Year 2020 and 24.85% compared to last November 2020 Payments.

Please feel free to contact me should the need arise. I am at extension 1907.
THANK YOU

Fiscal Consideration:

n/a

Staff Recommendation: Approve

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 11/12/2021

Approved - 11/12/2021

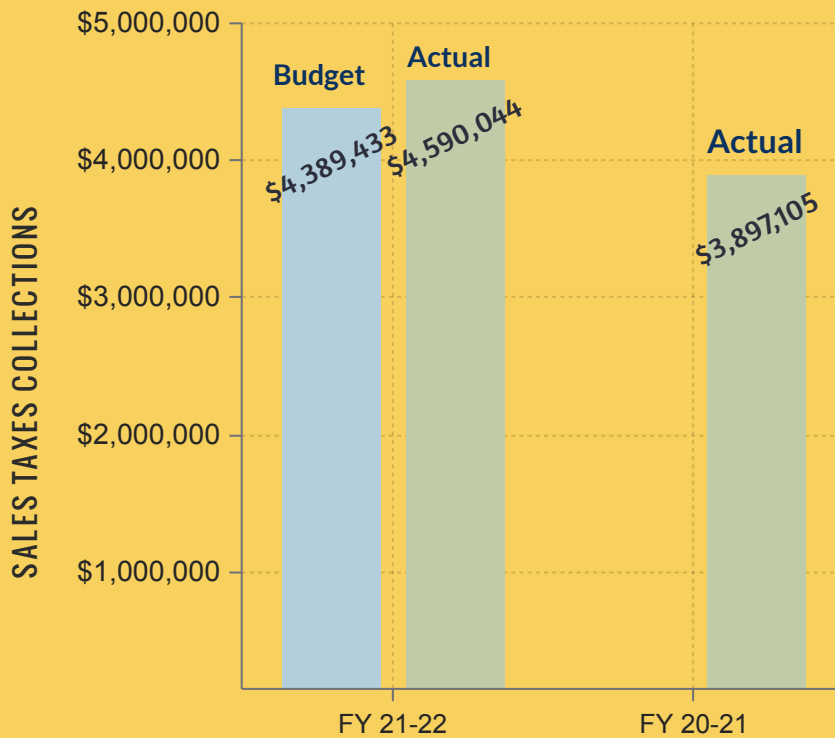
Approved - 11/12/2021

Final Approval - 11/12/2021



CITY OF PHARR SALES TAXES

November 2021
FY 2021-2022



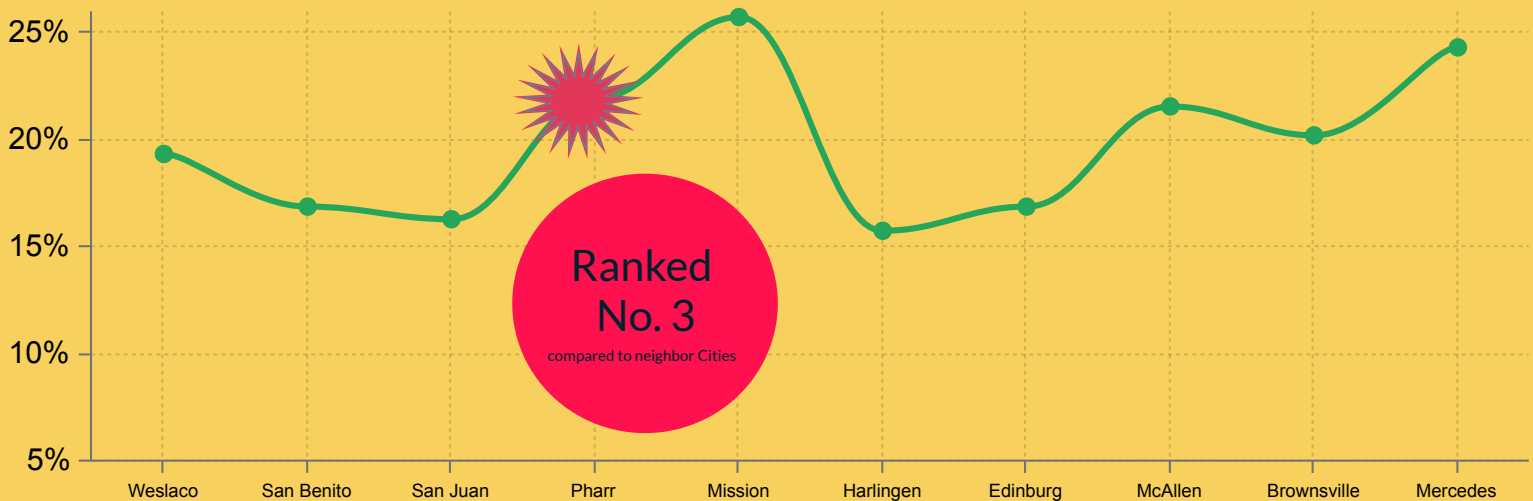
21.96% YTD

Increase in Sales Tax from Last Year*



24.85%

Compared to November 2020 Sales Collections



*Growth is based on Calendar Year per Texas State Comptroller

CREATED BY
Karla Saavedra, CGFO





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED:

MEETING DATE: November 15, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Approval of Minutes for September 7, 2021 Regular Meeting.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: Approval of Minutes - September 7, 2021 Regular Meeting

Fiscal Consideration: N/A

Staff Recommendation: Approval of Minutes

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created -

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, SEPTEMBER 7, 2021
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, September 7, 2021 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto “Bobby” Carrillo
Comm. Ramiro Caballero
Mayor Pro Tem Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Annie Reeves, Assistant City Manager
Imelda Barrera, Assistant City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Judge
Andrew Harvey, Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Interim Dev. Svcs. Director
Olga Garza, Public Works Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Kenneth Ennis, Public Safety Comm. Dir.
Marcela Beas, Chamber President
Michelle Lopez, Chief Comm. Officer
Melanie Cano, O.S.E. Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

A) ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBER OF THE GOVERNING BOARD.

Mayor Hernandez called the meeting to order at 4:01 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan, Bridge Director, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING NATIONAL DAY OF REMEMBRANCE OF MURDER VICTIMS.

Robert Garcia, Founder of Rio Grande Valley Families & Friends of Murdered Children, Inc., and murder victim's families were present to accept proclamation. Mr. Garcia thanked the Mayor and City Commission for the respect, compassion and dignity they have showed the families by this and past proclamations.

Mayor Hernandez shared some words of sympathy with those present for their loved ones.

Comm. Guajardo read proclamation proclaiming September 25, 2021 as National Day of Remembrance for Murder Victims Day.

B) PROCLAMATION PROCLAIMING THE 20TH ANNIVERSARY OF SEPTEMBER 11, 2001 REMEMBRANCE CEREMONY.

Narciso Garcia, Vanguard Academy Superintendent, and Reynaldo Perez, Teacher, were both present to accept the proclamation. Mr. Garcia announced Vanguard Academy would be having a September 11 20th Anniversary Ceremony on Saturday, September 11, 2021 taking place at their newest campus Vango located at 1407 W. Moore Road from 8:45 a.m. to 9:45 a.m. He invited the City Commission and City Manager to memorialize this event.

Comm. Medina read proclamation proclaiming September 11, 2021 as Remembering and Honoring the 20th Anniversary of September 11th at Vanguard Academy.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

B) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON THE 2021 TAX YEAR PROPOSED PROPERTY TAX RATE FOR THE CITY OF PHARR. (FINANCE)

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

C) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON BUDGET FISCAL YEAR 2021-2022. (FINANCE)

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

Ed Wylie, Interim City Manager, introduced Marcela Beas, Pharr Chamber President, to report on Ms. Pharr Pageant.

Marcela Beas, Pharr Chamber President, reported the 2021 Scholarship Pageant was held and winners were selected for the categories of Miss Pharr and Miss Teen Pharr. Alexandria Valdez, Miss Pharr, introduced herself as being 18 years old who was currently attending South Texas College. Zarina Garza, Miss Teen Pharr, introduced herself as being 17 years old who was currently attending Southwest High School.

Mayor Hernandez and City Commission congratulated both ladies.

Mayor Hernandez further stated a pageant was about leadership skills and achieving educational goals and mentioned they would be meeting several role models within the City of Pharr which were relevant because these role models were the same gender as them.

Ed Wylie, Interim City Manager, introduced new Assistant City Manager, Annie Reeves and welcomed her to the podium.

Annie Reeves, Assistant City Manager, stated she was originally from the Pharr area and gave a brief summary of her educational background. She mentioned she was thankful the City of Pharr had placed their faith in her and was very excited to be part of such an extraordinary team.

Mayor Hernandez presented recently promoted female leaders within the City of Pharr by presenting Annie Reeves, Assistant City Manager; Olga Garza, Public Works Director; Michelle Lopez, Chief Communications Officer; Marcela Beas, Pharr Chamber

September 7, 2021

President; Melanie Cano, Organizational and Strategic Excellence Director; and Cynthia Garza Reyes, External Affairs Director. He further mentioned to the public and the Miss Pharr winners that the City of Pharr had a big diverse group of professionals leading the City of Pharr and encouraged these young ladies to set their goals high.

A) CITY ENGINEER'S REPORT

Ed Wylie, Interim City Manager, introduced the item and stated all projects were on time and on budget. He further stated City Engineer was available and questions could be entertained at this time.

At this time, Mayor Hernandez, stated they would deviate and go into closed session. There was no objection.

ITEM 11. CLOSED SESSION

The time being 4:34 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087

ITEM 12. RECONVENE

The time being 5:56 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 6. CONSENT AGENDA

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR BIDS FOR A SUPPLY CONTRACT TO PURCHASE STRUCTURAL FIREFIGHTING HELMETS FOR THE FIRE DEPARTMENT. (FIRE)**
- B) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
- 1. RICH HERITAGE CONSTRUCTION INC., OWNER, REQUESTED A CHANGE OF ZONE FROM HEAVY INDUSTRIAL DISTRICT (H-I) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY (R-MFHD). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 2.68-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 1, POSADAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 3515 NORTH SUGAR ROAD. COZ#210742**
 - 2. MARGARITA PENA, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 17,**

September 7, 2021

TRI-CITY ACRES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1008 WEST MINNESOTA ROAD. COZ#210743

- 3. LEM GROUP LLC, D/B/A THE BRIDGE BAR, REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING .099 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOTS 1 & 2, LUVIL LLC ESTATES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 508 WEST IH-2 SUITES 12 & 13. CUP#210741**
- 4. JOSE ALBERTO HERNANDEZ, D/B/A DOC'S BILLIARDS & SPORTS BAR, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE S150' OF LOTS 17, 18 AND 19, BLOCK 1, SAN PATRICIA ACRES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 917 WEST FERGUSON AVENUE. CUP#130630**
- 5. MARTA'S BAR, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOTS 13-16, AND THE W10' OUT OF LOT 12, BLOCK 32, PHARR ORIGINAL TOWNSITE, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 410 WEST STATE STREET, SUITE D. CUP#160737**
- 6. SCALISI'S CHICAGO PIZZA & MORE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.073 OF AN ACRE, MORE OR LESS, OUT OF LOT 2, NOLANA BUSINESS PLAZA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 912 EAST NOLANA LOOP, SUITES R, S AND T. CUP#170637**
- 7. O & C BAR B QUE, LLC, D/B/A BAR B CUTIE SMOKEHOUSE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 2B, PHARR COMMERCIAL PARK PHASE II SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1933 WEST INTERSTATE 2. CUP#160633**

Ed Wylie, Interim City Manager, introduced the item and recommended approval of consent agenda.

Comm. Medina **moved** to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Ordinance No.'s O-2021-46 and O-2021-47 are filed with the City Clerk's Office.

Comm. Carrillo left the meeting at this point of the agenda. The time being 5:56 p.m.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING APPENDIX A, ZONING, ARTICLE VII, SECTION 1.70, A(7), TO THE CODE OF ORDINANCES. (2ND READING) (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item and stated this was for changes to setbacks to Expressway to make them more developer friendly. He further recommended approval.

Comm. Guajardo **moved** to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE SETTING SPEED LIMITS ON SAM HOUSTON BOULEVARD. (1ST READING) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated a speed study was done and recommendations from Engineer were as follows: speed limit increase from Veterans Road to Cage Boulevard from 30 mph to 35 mph and speed limit increase from Cage Boulevard to Jackson Road from 30 mph to 40 mph. He further recommended approval.

Comm. Guajardo **moved** to approve as recommended. Comm. Chavez seconded the motion.

Mayor Hernandez asked City Engineer how the speed limit was determined and why the difference between both sides of Cage Boulevard.

Omar Anzaldua, City Engineer, stated the difference was due to traffic patterns, counters and the spacing between entrances. He further mentioned the speed was determined by the 85 percentile of the traffic statistics.

Comm. Medina asked why a traffic study was not considered for Ridge Road.

Ed Wylie, Interim City Manager, stated it could be done but a lot of land on West Ridge Road was still not developed, therefore, traffic study would not be accurate, and this would also limit the amount of entrances Ridge Road could have.

There being no further discussion, the motion was put to a vote and it carried unanimously.

September 7, 2021

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-78-39, SPEED LIMITS ON VETERANS BOULEVARD ("I" ROAD) FOR THE SEGMENT BETWEEN OWASSA ROAD AND JAVELINA DRIVE. (1ST READING) (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated a speed study was done and recommendations from Engineer were as follows: speed limit increase from Owassa Road to Expressway from 30 mph to 45 mph, speed limit increase from Expressway to Moore Road from 30 mph to 40 mph and speed limit from Moore Road to Javelina Road to stay at 45 mph. He further recommended approval.

Comm. Medina **moved** to approve as recommended. Comm. Flores seconded the motion.

Mayor Hernandez questioned the City Engineer why the increase and decrease in speed limits for certain areas of street.

Omar Anzaldua, City Engineer, stated this was due to the congestion of traffic and the volume of traffic as well as remaining within 85 percentile of the traffic statistics.

There being no further discussion, the motion was put to a vote and it carried unanimously.

D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE 0-2121-21 SEC. 50-96. -ALLOWABLE CHARGES, ADDING THE CHARGES FOR FIXED WING AND FOR SPECIAL EVENT SERVICES. (1ST READING) (EMERGENCY MEDICAL SERVICES)

Ed Wylie, Interim City Manager, introduced the item and stated there was an error in the wording of agenda. No action was taken on agenda item.

E) CONSIDERATION AND APPROVAL OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF PHARR, TEXAS INTERNATIONAL TOLL BRIDGE SYSTEM REVENUE BONDS, SERIES 2021, APPROVING AN OFFICIAL STATEMENT, AUTHORIZING THE EXECUTION OF A PURCHASE CONTRACT, AND MAKING PROVISIONS FOR THE SECURITY THEREOF, DELEGATING AUTHORITY TO CERTAIN CITY OFFICIALS TO APPROVE ALL FINAL TERMS OF THE BONDS, AND AUTHORIZING AMENDMENT TO THE CITY'S BUDGET TO APPROPRIATE SUCH PROCEEDS FOR PURPOSES AUTHORIZED HEREIN; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE. (1ST AND FINAL READING) (FINANCE)

Ed Wylie, Interim City Manager, introduced the item and stated the City of Pharr was issuing \$20 Million for FY 16 DAP projects. He further recommended approval.

September 7, 2021

Comm. Guajardo **moved** to approve as recommended. Comm. Chavez seconded the motion.

Mayor Hernandez asked if the City of Pharr acquired funds from Recovery Act or Federal funds, would funds be allowed to be allocated to payoff \$20 Million sooner versus being stuck with bond for certain amount of years.

Karla Saavedra, Finance Director, stated the City would be bound for a period of 10 years unless the City of Pharr went with a different structure.

David Gonzalez with PFM Advisors stated these bonds had not been sold on the market yet. He further stated if the City of Pharr came across a lump sum of funds, the City could do a defeasance and build an escrow account to payoff debt.

There being no further discussion, the motion was put to a vote and it carried unanimously.

Ordinance No. O-2021-48 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION FOR NOMINATION OF CANDIDATES TO THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS FOR 2022-2023. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated in the past the City of Pharr had issued their votes to Albert Cardenas.

Comm. Chavez **moved** to nominate Albert Cardenas to the Hidalgo County Appraisals District Board of Directors. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-51 is filed with the City Clerk's Office.

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING TWO (2) REGULAR MEMBERS AND TWO (2) ALTERNATE MEMBERS TO THE PLANNING AND ZONING COMMISSION. (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item and stated the terms for regular members Luis Madrigal and Danny Wylie were fixing to expire and both wished to be reappointed. He also stated the alternate members did not wish to be reappointed so City would bring agenda item back with recommendation on names for alternate members. He further recommended approval.

Comm. Caballero **moved** to reappoint Luis Madrigal and Danny Wylie to the Planning and Zoning Commission. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-52 is filed with the City Clerk's Office.

H) CONSIDERATION AND APPROVAL OF A RESOLUTION DECLARING THE EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT. (FINANCE)

Ed Wylie, Interim City Manager, introduced the item and stated this was for the FY 16 Dap projects. He further stated the general fund would be reimbursed by the proceeds of the bond issued and recommended approval.

Comm. Chavez **moved** to approve as recommended. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-53 is filed with the City Clerk's Office.

I) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED; AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATE FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDING BY CITY ATTORNEY, CONTINGENT ON AVAILABLE FUNDING. (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item and stated City of Pharr has been talking to certain property owners regarding an additional nature park. He stated after some agreements, City of Pharr needs to execute and recommended approval.

Comm. Guajardo **moved** to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2021-45 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) PRESENTATION OF PROPOSED BUDGET FY 2021-2022 (FINANCE)

Ed Wylie, Interim City Manager, introduced the item.

Karla Saavedra, Finance Director, stated this was preliminary for proposed budget and still subject to change. She further stated agenda item will be brought back on September 20, 2021 City Commission Meeting for final adoption. She mentioned any questions could be entertained at this time.

No action taken on agenda item.

B) PRESENTATION OF TEXAS MANUFACTURING ASSISTANCE CENTER (TMAC) UPDATE ON THE STRATEGIC PLANNING PROCESS. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated it was discussed in executive session.

C) CONSIDERATION AND ACTION, IF ANY, ON ECONOMICALLY DISADVANTAGED COUNTY (EDC) PROGRAM APPLICATION FOR TWIN SPAN BRIDGE, CSJ #0921-02-479 (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated the \$40 Million issued for Twin Span Bridge project came from the Federal Highway Administration. He explained this was the parent to Texas Department of Transportation (TXDOT) and the City of Pharr had obtained an Advanced Funding Agreement (AFA) to fund the City with \$2 Million. He further explained funding for this project was at an 80/20 split and 20% equaled to \$400,000 but stated once accepted to Economically Disadvantaged County (EDC) program, this amount would be reduced to \$140,000 and recommended approval to submit application.

Comm. Medina moved to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH HOLLIS RUTLEDGE AND ASSOCIATES, INC. FOR LOBBYING SERVICES. (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item.

Comm. Medina moved to approve as recommended. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO APPROVE THE ADVERTISING WITH INBOUND LOGISTICS A THOMAS COMPANY FROM NEW YORK, NEW YORK IN THE AMOUNT OF \$50,000 FOR A PERIOD OF 12 MONTHS. (BRIDGE)

Ed Wylie, Interim City Manager, introduced the item and stated this was advertising for the Pharr International Bridge. He recommended approval.

Comm. Chavez moved to approve as recommended. Comm. Flores seconded the motion.

September 7, 2021

Comm. Medina asked why the City of Pharr was getting someone from New York to do the advertising for the bridge.

Luis Bazan, Bridge Director, stated the City has been doing this for several years and mentioned this allows the bridge to get into areas they normally wouldn't be able to get in for advertising. He also stated they have done advertising in California, New York, Mexico City and Miami but this particular company was founded in New York and a relative from company owner operates a transport business here locally in Reynosa, Mexico.

There being no further discussion, the motion was put to a vote and it carried unanimously.

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO REPAIR FIRE APPARATUS UNIT 312 (RESCUE 4) UTILIZING SIDDONS-MARTIN EMERGENCY GROUP OUT OF PHARR, TEXAS IN THE AMOUNT OF \$81,132.46 UTILIZING BUYBOARD COOPERATIVE PURCHASING CONTRACT NUMBER 571-18 (FIRE)

Ed Wylie, Interim City Manager, introduced the item and stated that initially this rescue truck was being traded-in, but City of Pharr decided to keep it. He mentioned this truck would be assigned to Fire Station No. 4 in South Pharr to respond to anything south of floodway to get longer life out of both rescue vehicles. He further recommended to keep rescue truck in service.

Comm. Chavez **moved** to approve as recommended. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER EQUITY LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR LEASE OF EMERGENCY AND NON-EMERGENCY VEHICLES FOR THE CITY OF PHARR UTILIZING SOURCEWELL CONTRACT ID #060618-EFM. (FIRE)

Ed Wylie, Interim City Manager, introduced the item and stated Enterprise Fleet Services was proposed during budget workshop to replace City vehicles. He recommended approval.

Comm. Chavez **moved** to approve as recommended. Comm. Caballero seconded the motion.

Mayor Hernandez reminded staff to utilize local vendors for maintenance of these vehicles.

There being no further discussion, the motion was put to a vote and it carried unanimously.

September 7, 2021

- E) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF EXPRESSWAY 83 ELEVATED STORAGE TANK REHABILITATION PROJECT, AND RELEASE OF FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$23,865.00 (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item and stated these were Texas Water Development Board (TWDB) funds and reported tower was fully complete. He recommended approval.

Comm. Medina **moved** to approve as recommended. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

- F) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF CHANGE ORDER NO. 1 FOR WWTP (WASTE WATER TREATMENT PLANT) OXIDATION DITCH NO. 2 & ELECTRICAL IMPROVEMENTS PH 1 IN THE AMOUNT OF \$2,500 AND THE ADDITION OF 50 CALENDAR DAYS (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item and stated the additional calendar days were due to the freeze and unable to obtain power. He recommended approval.

Comm. Medina **moved** to approve as recommended. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

- G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD THE SUPPLY CONTRACT(S) FOR THE PURCHASE AND DELIVERY OF CITY WIDE UNIFORMS. (PURCHASING)**

Ed Wylie, Interim City Manager, introduced the item and recommended awarding bid to International Apparel Warehouse as primary company. He stated the City would also have three (3) secondary companies if incase the first company could not perform. Mr. Wylie further stated this would standardize uniforms for all City staff and uniform color would be navy blue.

Comm. Flores **moved** to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

- H) CONSIDERATION AND ACTION, IF ANY AUTHORIZING THE CITY MANAGER TO RATIFY INTER-LOCAL AGREEMENT WITH EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT FOR EMERGENCY MEDICAL SERVICE SPECIAL EVENT SERVICES. (EMERGENCY MEDICAL SERVICES)**

September 7, 2021

Ed Wylie, Interim City Manager, introduced the item and stated Edinburg Consolidated Independent School District requested coverage for these types of events. He recommended approval.

Comm. Flores **moved** to approve as recommended. Comm. Chavez seconded the motion.

Mayor Hernandez asked if ambulances would be wrapped due to agreement.

Danny Ramirez, E.M.S. Chief, stated contract was for a period of one (1) year and E.C.I.S.D. would be paying hourly while at events and Pharr EMS would be utilizing vehicles they currently have. Furthermore, he mentioned if considered for a longer period, then Pharr EMS may consider wrapping vehicles.

There being no further discussion, the motion was put to a vote and it carried unanimously.

I) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 2 IN THE AMOUNT OF \$220,793.22 FOR ADDITIONAL SCOPE OF WORK ITEM TO THE NORTHBOUND LANES AND 2ND BSIF EXIT PROJECT. (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated Texas Department of Transportation (TXDOT) changed their standards. He mentioned this was for new requirements being requested and recommended approval.

Comm. Medina **moved** to approve as recommended. Comm. Flores seconded the motion and when put to a vote, it carried by majority vote of five (5) ayes and one (1) abstention. Comm. Chavez abstained from voting.

J) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH HOLLIS RUTLEDGE AND ASSOCIATES, INC. AND THE CITY OF PHARR FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION SERVICES. (GMCD)

Ed Wylie, Interim City Manager, introduced the item and stated current employee trained in Community Development Block Grant (CDBG) was leaving to another entity. He further mentioned until City could hire someone, he recommended Hollis Rutledge and Associates would assist City with these services.

Comm. Medina **moved** to approve as recommended. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

K) CONSIDERATION AND ACTIONS, IF ANY, AUTHORIZING THE CITY MANAGER TO APPROVE THE REPAIR OF LIFT STATION #6 UTILIZING SOUTHERN TRECHLESS SOLUTIONS OUT OF LA FERIA, TX IN THE

**AMOUNT OF \$238,850.00 TRUE BUYBOARD COOPERATIVE PURCHASING
CONTRACT NUMBER 635-21. (PUBLIC UTILITIES)**

Ed Wylie, Interim City Manager, introduced the item and stated this was an emergency repair to lift station. He recommended approval.

Comm. Chavez **moved** to approve as recommended. Comm. Flores seconded the motion.

Mayor Hernandez questioned the location of lift station.

Ruben Rosales, Public Utilities Director, stated lift station was located next to utility billing building on East Sam Houston.

There being no further discussion, the motion was put to a vote and it carried unanimously.

ITEM 10. LEGAL

**A) CONSULTATION WITH LEGAL ON PHARR INTERNATIONAL SERVICES,
LLC (ADMINISTRATION)**

Ed Wylie, Interim City Manager, introduced the item and stated agenda item was for consultation only. No action on agenda item.

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:19 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR**

ON THIS THE 7th DAY OF SEPTEMBER 2021 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting

MINUTES: REGULAR CALLED MEETING

September 7, 2021

being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA BARRERA, ASSISTANT CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

APPROVED:

DRAFT



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: November 8, 2021

MEETING DATE: November 15, 2021

FROM: Dianna Valdez, City Clerk

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, on Ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement (TMRS) System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Pharr; and establishing an effective date for the ordinance.
(2nd Reading)

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: N/A

Fiscal Consideration: 12.68% Contribution rate

Staff Recommendation: Staff recommends approval.

Alternatives: .

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Dianna Valdez
Veronica Ramirez
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/8/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



TMRS-USC R

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE MEMBERS OF THE CITY OF PHARR; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PHARR, TEXAS:

Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.404 of SubtitleG of Title 8, V.T.C.A., Government Code, as amended, (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City (hereinafter called the "City"), and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act).

(b) The Updated Service Credit hereby allowed and provided for shall be **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act). If the City has previously adopted, or if it hereafter adopts an ordinance authorizing Updated Service Credit for unforfeited credit for prior service or current service with any other participating municipality, the calculations and adjustments set forth in Section 853.601 of the TMRS Act shall apply to any such transferred service.

(c) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(d) The initial allowance of Updated Service Credit hereunder shall be effective on January 1, 2022, subject to approval by the Board of Trustees of the System. An allowance shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

(e) In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the effective date of this ordinance on the full amount of such person's compensation as an employee of the City.

Effective Date. Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the 1st day of January, 2022.

Passed and approved this the _____ day of _____, 20____.

ATTEST:

APPROVED:

City Secretary or Clerk

Mayor



September 13, 2021

Via Email

Ms. Anali Cantu Alanis
Assistant City Manager
City of Pharr
P.O. Box 1729
Pharr, TX 78577

Dear Ms. Alanis:

We are pleased to enclose a model ordinance for your city to adopt:

***100% Updated Service Credit
Annually Repeating***

By adopting this ordinance, the city will not have to adopt an ordinance each year to re-authorize calculation of this benefit; and the Updated Service Credit (USC) will remain in effect for future years until such time as it is discontinued by an ordinance adopted by the City Council.

With the adoption of this additional benefit, your city's contribution rate for 2022 will be **12.68%**.

Please send us a copy of this ordinance within 30 days of its adoption.

If you have any questions or concerns, please do not hesitate to contact me at 1-800-924-8677.

Sincerely,


Anthony Mills
Director of City Services



Plan Change Study

GRID 2022

For Informational Purposes Only

Effective Date - January 1, 2022

Report Date - September 13, 2021

01002 Pharr

Proposed Plans

Plan Provisions

	<u>Current</u>	<u>1</u>
Deposit Rate	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	0%	100% (Repeating)
Transfer USC **	No	No
Annuity Increase	0%	0%
20 Year/Any Age Ret.	Yes	Yes
Vesting	5 years	5 years
Supplemental Death Benefit	A & R	A & R
<u>Contribution Rates</u>	<u>2022</u>	<u>2022</u>
Normal Cost Rate	5.09%	7.51%
Prior Service Rate	<u>2.23%</u>	<u>4.99%</u>
Retirement Rate	7.32%	12.50%
Supplemental Death Rate	<u>0.18%</u>	<u>0.18%</u>
Total Rate	7.50%	12.68%
Unfunded Actuarial Liability	\$8,570,582	\$20,960,782
Amortization Period	20 years	20 years
Funded Ratio	91.2%	80.9%
Phase-In Total Rate	N/A	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 54 eligible transfer employees on the valuation date.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: November 9, 2021

MEETING DATE: November 15, 2021

FROM: Olga Garza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR: Olga Garza

Agenda Item: Consideration and action, if any, authorizing the City Manager to advertise for bids for a supply contract for the purchase and delivery of HMAC and Caliche for the Public Works Department.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Current contract will expire on 12/19/21 and requesting authorization to bid due to increase in price of material and hauling.
(PROJECT# 2122-01-517-SP002-220)

Fiscal Consideration: N/A

Staff Recommendation: Staff does not want to extend an additional year and would like to bid it out.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Garza
Olga Garza
Ignacio Amezcua
Annie Reeves
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 11/9/2021
Approved - 11/10/2021
Approved - 11/10/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: November 9, 2021

MEETING DATE: November 15, 2021

FROM: Olga Garza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR: Olga Garza

Agenda Item: Consideration and action, if any, authorizing the City Manager to advertise for bids for a supply contract for the purchase and delivery of concrete mix for the Public Works Department.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: Current contract term will expire on 11/13/21 with no extensions and staff recommends advertising to bid out.

(PROJECT# 2122-01-517-SP003-263)

Fiscal Consideration: N/A

Staff Recommendation: Current contract was approved in 2018 and staff recommends advertising to bid out.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Garza

Created/Initiated - 11/9/2021

Olga Garza

Approved - 11/10/2021

Ignacio Amezcua

Approved - 11/10/2021

Annie Reeves

Approved - 11/12/2021

Patricia Rigney

Approved - 11/12/2021

Karla Saavedra

Approved - 11/12/2021

City Management Office

Final Approval - 11/12/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: November 9, 2021

MEETING DATE: November 15, 2021

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing the City Manager to advertise for Request for Qualifications (RFQ) to be part of a list of qualified firms to provide Right-of-Way (ROW) Acquisition Services

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: The City needs to solicit a Request for Qualifications (RFQ) for right-of-Way (ROW) acquisition services to assist in the project development of the City's various Capital Improvement Projects.

Fiscal Consideration: No fiscal considerations at this time.

Staff Recommendation: Staff recommends approval to authorize the City Manager to advertise for RFQs for ROW Acquisition Services.

Alternatives: The acquisition services are necessary and cannot be completed in-house. The services must be procured externally.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel
Omar Anzaldua
Karla Saavedra
Ignacio Amezcua
Patricia Rigney
City Management Office

Created/Initiated - 11/9/2021
Approved - 11/10/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into agreement with Smartcom Telephone, LLC for data network connectivity at new Wellness and Innovation Center building.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: With new Nolana facility coming online, we are needing Smartcom to provide us network connectivity to property until TeamPharr.Net fiber services are in the area.

Fiscal Consideration: \$7,688.00

Staff Recommendation: Staff recommends Smartcom proposal.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 11/10/2021
Approved - 11/10/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021

Data Transport Order Form

Date: November 9 2021

Buyer Information: City of Pharr

Name: Pharr Multipurpose Facility

Address: 1121 E. Nolana Ave Pharr, Texas 78577

Contact: Jose Pena

Phone number: 956-213-1277

E-mail: jose.pena@pharr-tx.gov

SmartCom Sales Joe Alvarez
Tel: 956-213-1277
e-mail: jalvarez@smartcomtelephone.com

Transport Service Details

Transport Services	Term	Demarc Information / Service Location	Monthly Recurring Cost*
Transport	12 month	Loc A: 1121 E. Nolana Ave	599.00
1Gbps x 1Gbps metro-e			
		Loc Z: 100 W. Ferguson Ave	

*Plus, applicable regulatory fees, Taxes and /or surcharges

Non-Recurring Charge / Install fee: 500.00

Aid to Construction fee: _____

Service Location Contact Information

Service Location Contact Name: Jose Pena

Service Location Contact Email: Jose.pena@pharr-tx.gov

Service Location Contact Phone: 956-402-4900

Billing Information

Billing Address: 118 S. Cage Blvd Pharr, Texas 78577

Billing Department Phone: _____

Billing Contact Name: _____

Billing Contact Email: _____

Billing Contact Phone: _____

Billing Alternate Phone: _____

The information contained herein is confidential and proprietary and should not be disclosed, copied, duplicated or distributed in any manner without the explicit written consent of SmartCom Telephone, LLC

Customer's Initials:

Buyer agrees that this Service is subject to and governed by the terms and conditions in its Agreement with Seller. Buyer understands that this Service Order is an offer to purchase Service from Seller and is not binding on Seller until it is accepted by way of a Firm Order Confirmation from Seller. Buyer hereby warrants and represents that more than ten percent (10%) of the transmissions on each circuit-based Service provided hereunder shall be interstate transmissions or foreign transmissions as those terms are defined in 47 USC Sections 153(17) and 153(22) and that Buyer's uses for the Services will include use of the internet. Further, Buyer understands that if the Point of Demarcation for the Service Location of this Service Order originates or terminates on Third Party Facilities, then such Point of Demarcation shall be determined by the third party which owns and/or operates such facilities, for which Seller shall provide Buyer notification thereof as soon as practicable following the receipt of such determination by the third party.

This Service Order will be governed by Smartcom's standard Master Service Agreement (MSA) as amended, if applicable, and executed by both parties. The MSA is posted under the Terms & Conditions link at www.smartcomtelephone.com/terms. The parties understand the governance of the MSA, especially the limitation of liability provisions, is material consideration for the services and pricing being provided by Smartcom. SmartCom Telephone, LLC, 600 Ash Ave., McAllen, Texas 78501, (956) 687-7070.

Billing will start: ON COMPLETION OF INSTALLATION

Buyer:

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Seller:

SMARTCOM TELEPHONE, LLC

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.

DATE SUBMITTED:

MEETING DATE: November 15, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.1.

DATE SUBMITTED: November 9, 2021

MEETING DATE: November 15, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Salinas Engineering & Associates, representing Dreamland Estates, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential Estate District (R1-E). The property is legally described as being 20 acres, more or less, out of the North 1/2 of Lot 103, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 4600 – 5000 Block of North Sugar Rd. **COZ#210957**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Salinas Engineering & Associates, representing Dreamland Estates, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential Estate District (R1-E). **COZ#210957**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending **approval** of the request to re-zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential Estate District (R1-E) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential Estate District (R1-E) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney

Created/Initiated - 11/9/2021
Approved - 11/10/2021
Approved - 11/11/2021

City Management Office

Final Approval - 11/12/2021



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: November 15, 2021

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#210957

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: September 27, 2021

1. **Applicant:** Salinas Engineering & Associates, representing Dreamland Estates, LLC., owner.
2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential Estate District (R1-E).
3. **Nature / Intent of Request:** In order to develop and construct single family homes.

4. **Routing to Staff:**

A. Roland Gomez, Interim Director


Initials

11-9-21
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

Initials

Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

11/08/2021
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial

MEMORANDUM

DATE: MONDAY, NOVEMBER 15, 2021

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Single-Family Residential Estate District (R1-E). The property is legally described as being 20 acres, more or less, out of the North 1/2 of Lot 103, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 4600 – 5000 Block of North Sugar Rd.
--

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Salinas Engineering & Associates, representing Dreamland Estates, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential Estate District (R1-E) in order to develop and construct single family homes.

The subject site which is located on the East side of North Sugar Road and is physically located within the 4600 – 5000 Block of North Sugar Road. The property is legally described as being 20 acres, more or less, out of the North ½ of Lot 103, Kelly - Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts North Sugar Road, a 70' minor collector that runs north and south with a posted speed limit of 30 mph or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). All properties to the north, east, south, and west were annexed on October 19, 1989. A portion of the property to the north was rezoned from Agricultural and/or Open Space District (A-O) to Single Family Residential District (R-1) on September 17, 2018, and the other portion to the north was zoned Single Family Residential District (R-1) on November 6, 2017. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for Commercial Use in the Land Use Plan.

The Single-Family Residential Estate District (R1-E) is established to provide for development of primarily very low-density detached, single-family residences on lots of not less than 10,000 square feet. It is intended for large lot subdivisions to provide sufficient space in appropriate locations for residential development to meet the present and future housing needs. It is intended for areas that are properly buffered from nonresidential uses and protected from pollution and/or environmental hazards or from high volume of non-single-family traffic.

Thirty-one (31) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential Estate District (R1-E) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential Estate District (R1-E) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for:**
 - a) **consideration by the full board;**
 - b) **additional information;**
 - c) **additional time for applicant and adjacent property owners to meet;**
3. **Disapprove the request.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Salinas Engineering & Associates, representing Dreamland Estates,
LLC

APPLICANT

4600 - 5000 Block of North Sugar Road

ADDRESS

Agricultural and/or Open Space District
(A-O)

CURRENT ZONE

Single Family Residential Estate District
(R1-E)

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	✓	
2 Does the property have adequate ingress and egress?	✓	
3 Will the change of zone be compatible with surrounding properties?	✓	
4 Is the property located along a major thoroughfare?	✓	
5 Will the property have adequate parking for the proposed use?	✓	
6 Will the property have adequate landscaping as per City Ordinance?	✓	
7 Will the zone change increase the volume of traffic?	✓	
8 Will a buffer be required?		✓
9 Is the proposed change in line with the Future Land Use Plan?		✓

STAFF RECOMMENDATIONS:

Approval

The property meets area requirements, has adequate ingress and egress.

If approved, the owner must comply with all City Ordinances and City Department requirements.

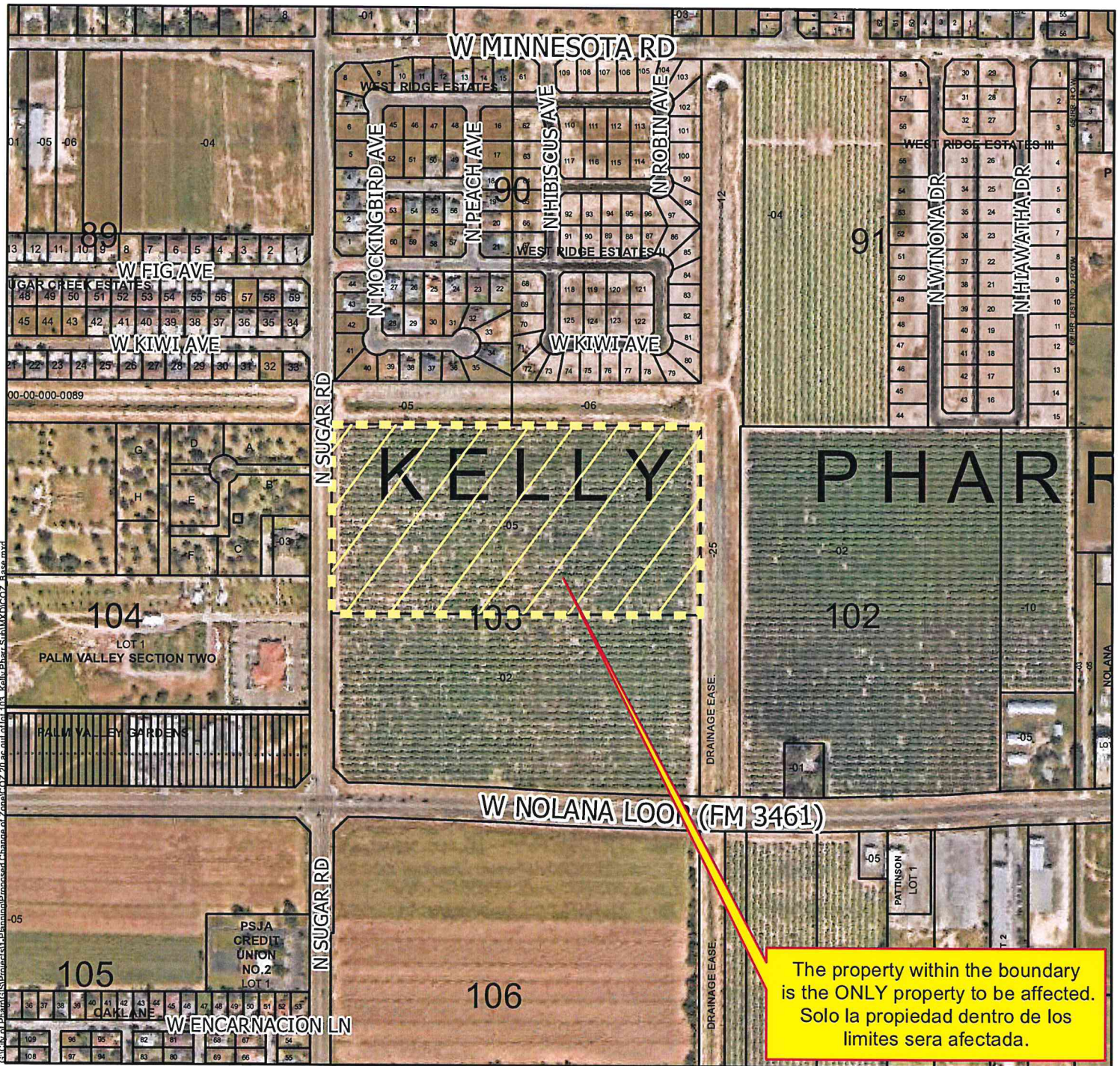
Nelly Terrazas Rojo

PREPARED BY

November 2, 2021

DATE

Proposed Change of Zone
 COZ 20 ac out of North 1/2 of lot 103, Kelly Pharr Sub
 Dream Land Estates / David O. Salinas

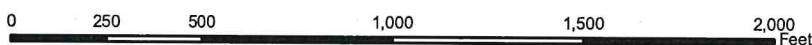


The property within the boundary is the ONLY property to be affected.
 Solo la propiedad dentro de los limites sera afectada.

- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential Multi-Family | Business District | Hidalgo ISD |
| Residential Multi-Family High Density | Drainage Easement | Valley View ISD |
| Mobile Home | Heavy Commercial | Planned Unit Development |
| Townhouse | Heavy Industrial | |
| HUD Code | Limited Industrial | |

City of Pharr, Texas
 Engineering Department
 956.402.4242

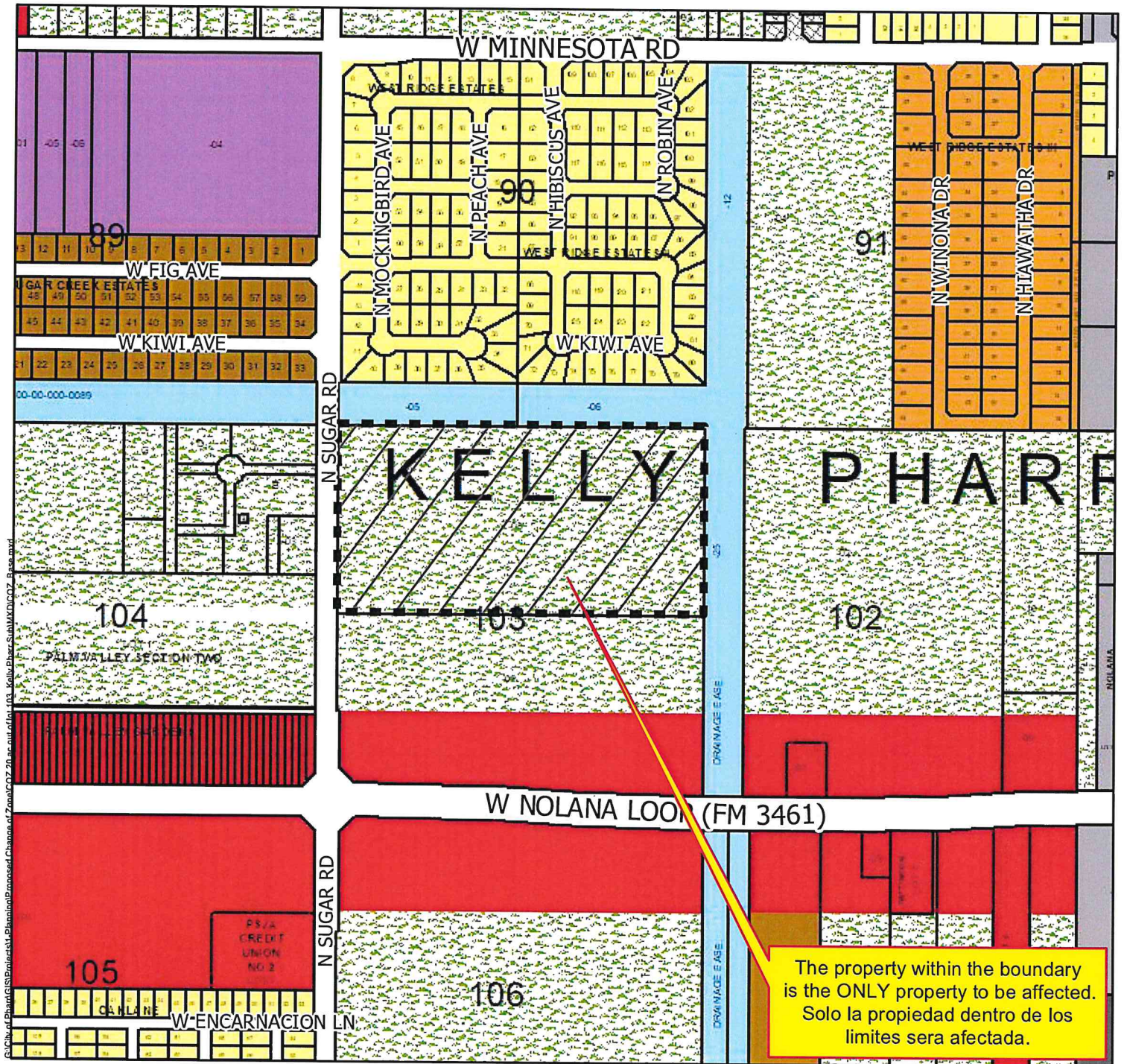
Scale: 1 inch = 500 feet



All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Proposed Change of Zone
 COZ 20 ac out of North 1/2 of lot 103, Kelly Pharr Sub
 Dream Land Estates / David O. Salinas

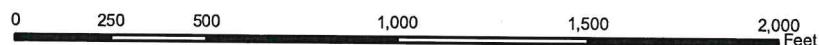


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential Multi-Family | Business District | Hidalgo ISD |
| Residential Multi-Family High Density | Drainage Easement | Valley View ISD |
| Mobile Home | Heavy Commercial | Planned Unit Development |
| Townhouse | Heavy Industrial | |
| HUD Code | Limited Industrial | |

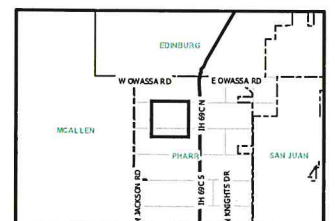
City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 10/7/2021

Scale: 1 inch = 500 feet



All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.2.

DATE SUBMITTED: November 9, 2021

MEETING DATE: November 15, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Trevino Engineering, representing Centmat Properties LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) & Agricultural and/or Open Space (A-O) to Limited Industrial District (L-I). The property is legally described as being a 10-acre tract, more or less, out of Lot 99, Kelly- Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 501 East Nolana Loop. **COZ#211060**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Trevino Engineering, representing Centmat Properties LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) & Agricultural and/or Open Space (A-O) to Limited Industrial District (L-I). COZ# **COZ#211060**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from General Business District (C) & Agricultural and/or Open Space (A-O) to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from General Business District (C) & Agricultural and/or Open Space (A-O) to Limited Industrial District (L-I) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 11/9/2021
Approved - 11/10/2021
Approved - 11/11/2021
Final Approval - 11/12/2021



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: November 15, 2021

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#211060

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: October 08, 2021

1. Applicant: Trevino Engineering, representing Centmat Properties LLC., owner.

2. Requested Action: Re-zoning request from General Business District (C) and Agricultural and/or Open Space (A-O) to Limited Industrial District (L-I).

3. Nature / Intent of Request: In order to develop and construct warehouse showroom for interior and exterior materials.

4. Routing to Staff:

A. Roland Gomez, Interim Director

[Signature]
Initials

11-9-21
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

Initials

Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

11/08/2021
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, NOVEMBER 15, 2021

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) & Agricultural and/or Open Space (A-O) to Limited Industrial District (L-I). The property is legally described as being a 10-acre tract, more or less, out of Lot 99, Kelly- Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 501 East Nolana Loop.

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Trevino Engineering, representing Centmat Properties LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) & Agricultural and/or Open Space (A-O) to Limited Industrial District (L-I) in order to develop and construct a warehouse showroom for interior and exterior materials.

The subject site which is located north of east Nolana and is physically located on 501 East Nolana Loop. The property is legally described as being a 10.0-acre tract of land, more or less, being out of Lot 99, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Nolana Loop a 120' to 150' principal arterial posted speed limit of 40 - 55 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O) and General Business District (C). The properties to the north were annexed on August 20, 1991, as Agricultural and/or Open Space District (A-O). Later, on October 1, 2002, a portion of the properties to the north were rezoned to Single Family Residential District (R-1). The property and the properties to the east and south were annexed on June 19, 1990. On November 1, 2005, a portion of the property to the east was rezoned to Multi-Family High Density District (R-MFHD). The other portion to the east was rezoned to General Business District (C) and the properties to the west were rezoned to Limited Industrial District on March 30, 1982, when the city adopted the current zoning ordinance we use today. Later a portion of the property was rezoned to Heavy Commercial District (H-C) on July 5, 1988. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for Commercial, Multi-Family Residential and Public/Semi Public Use in the Land Use Plan.

The Limited Industrial District (L-I) is intended for industrial parks and larger, cleaner types of industries. The manufacturing uses should be conducted within a totally enclosed building. Any activities conducted outside should be screened and buffered, and no external effects such as excessive noise or odor should extend beyond the property lines. The sites for such uses are typically a minimum of two acres and average five to ten acres, with a significant amount of land dedicated to landscaping.

Thirty – nine (39) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the request to re-zone from General Business District (C) & Agricultural and/or Open Space (A-O) to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from General Business District (C) & Agricultural and/or Open Space (A-O) to Limited Industrial District (L-I) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for:**
 - a) **consideration by the full board;**
 - b) **additional information;**
 - c) **additional time for applicant and adjacent property owners to meet;**
3. **Disapprove the request.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Trevino Engineering, representing Centmat Properties LLC., owner.
APPLICANT

General Business District (C) & Agricultural
and/or open Space District(A-O)
CURRENT ZONE

501 E Nolana Loop
ADDRESS

Limited Industrial (L-I)

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	✓	
2 Does the property have adequate ingress and egress?	✓	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	✓	
4 Is the property located along a major thoroughfare?	✓	
5 Will the property have adequate parking for the proposed use?	✓	
6 Will the property have adequate landscaping as per City Ordinance?	✓	
7 Will the zone change increase the volume of traffic?		✓
8 Will a buffer be required?	✓	
9 Is the proposed change in line with the Future Land Use Plan?		✓

STAFF RECOMMENDATIONS:

Approval

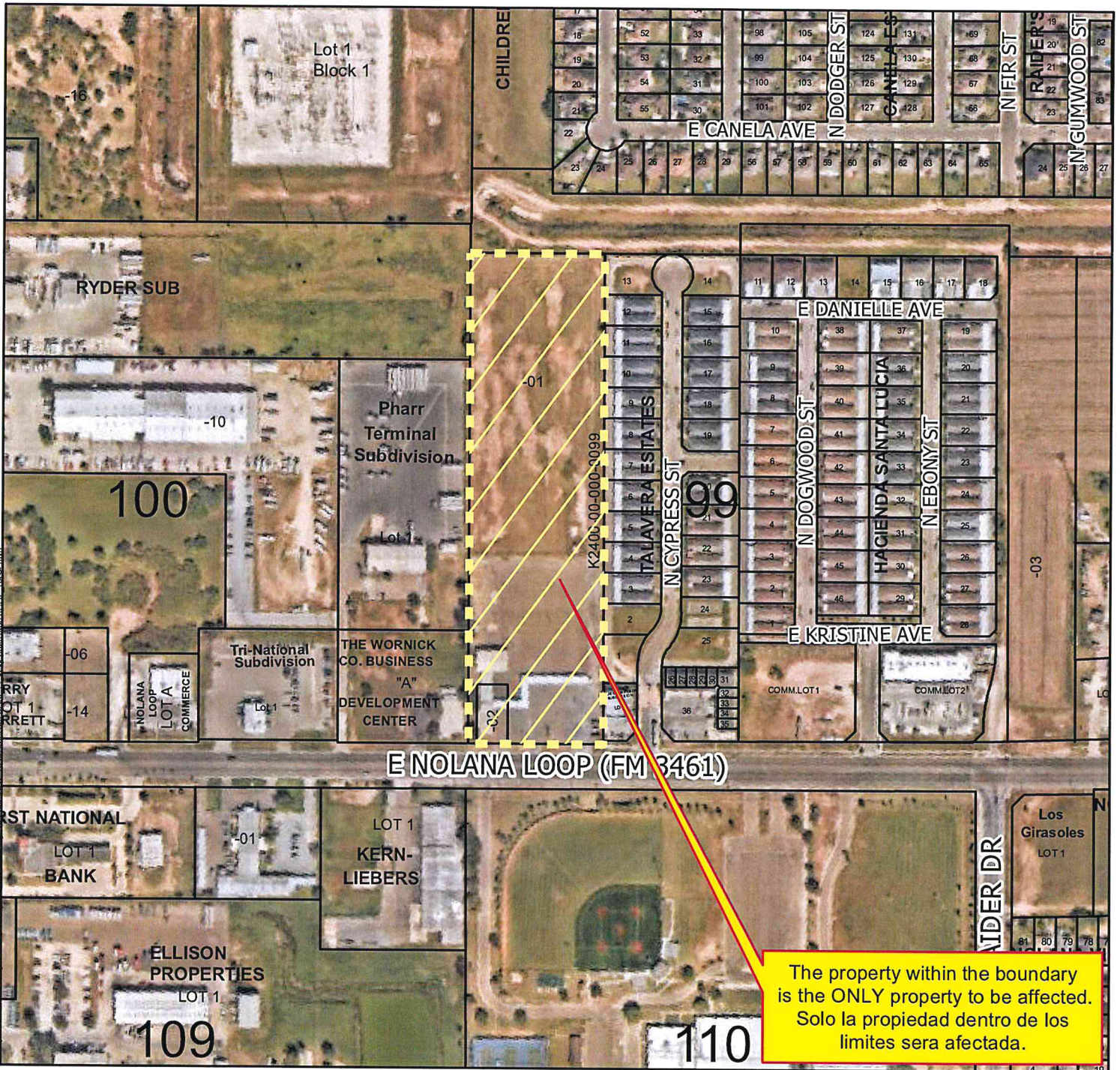
The property meets area requirements, has adequate ingress and egress.

If approved, the owner must comply with all City Ordinances and City Department requirements.

Nelly Terrazas Rojo
PREPARED BY

November 4, 2021
DATE

Proposed Change of Zone
 10.0 ac tract o/o Lot 99, Kelly Pharr
 Rio Grande Auto Auction / Alejandro Barrera

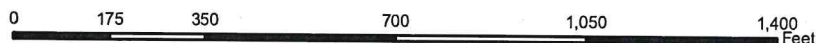


The property within the boundary is the ONLY property to be affected.
 Solo la propiedad dentro de los limites sera afectada.

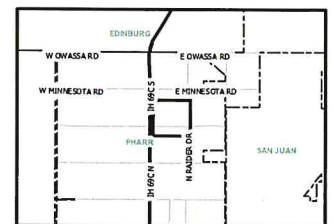
- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential Multi-Family | Business District | Hidalgo ISD |
| Residential Multi-Family High Density | Drainage Easement | Valley View ISD |
| Mobile Home | Heavy Commercial | Planned Unit Development |
| Townhouse | Heavy Industrial | |
| HUD Code | Limited Industrial | |

City of Pharr, Texas
 Engineering Department
 956.402.4242

Scale: 1 inch = 350 feet



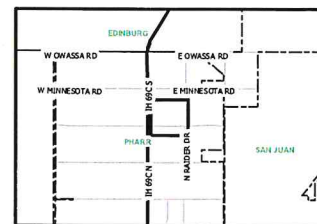
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



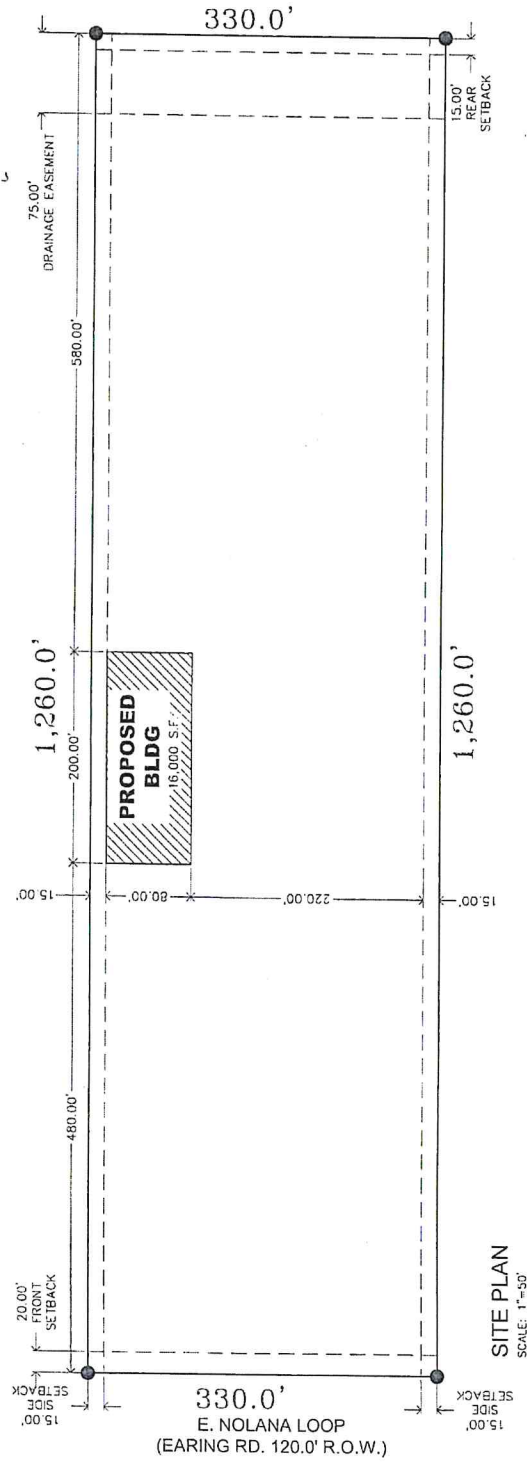


- All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

A horizontal scale bar with markings at 0, 175, 350, 700, 1,050, and 1,400 feet.



Date: 10/18/2021



DATE OF PREPARATION: OCTOBER 8, 2021

TREVINO ENGINEERING

200 S. 10th St. Ste. 1303
McAllen, Texas 78501
TEL No. (956) 283-8647
ident@trevinoengineering.com

CENTRAL MATERIALS II SUBDIVISION



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.3.

DATE SUBMITTED: November 9, 2021

MEETING DATE: November 15, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Trevino Engineering, representing Magnolia Square, LP, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family District (R-MF). The property is legally described as being all of Lots 1-3, Southside Addition Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 122 East Sam Houston. **COZ#211061**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Trevino Engineering, representing Magnolia Square, LP, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family District (R-MF). **COZ#211061**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from General Business District (C) to Residential Multi-Family District (R-MF) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from General Business District (C) to Residential Multi-Family District (R-MF) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 11/9/2021
Approved - 11/10/2021
Approved - 11/11/2021
Final Approval - 11/12/2021



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: November 15, 2021

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#211061

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: October 08, 2021

1. **Applicant:** Trevino Engineering, representing Alberto Garza, owner.
2. **Requested Action:** Re-zoning request from General Business District (C) to Residential Multi-Family District (R-MF).
3. **Nature / Intent of Request:** In order to develop and construct duplexes on subject property.

4. **Routing to Staff:**

A. Roland Gomez, Interim Director


Initials

11-9-21
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

Initials

Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

11/08/2021
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, NOVEMBER 15, 2021

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Residential Multi-Family District (R-MF). The property is legally described as being all of Lots 1-3, Southside Addition Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 122 East Sam Houston.
--

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Trevino Engineering, representing Alberto Garza, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family District (R-MF) in order to develop and construct duplexes on subject property.

The subject site which is located on the South Side of East Sam Houston Avenue. The property is legally described as being all of Lots 1-3, South Side Addition Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Sam Houston Avenue, an 80' major collector that runs east and west, with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned General Business District (C). The property and the properties to the north, south, and east were zoned to Single Family Residential District (R-1) on March 30, 1982, when the city adopted the current zoning ordinance we use today. Later, the property to the east was rezoned to Office and Professional District (O-P) on July 3, 2001. The property to the west was zoned to General Business District (C) on January 22, 1980. There have been no zoning requests within the general vicinity of the subject property since then. The property is generally designated for Single Family Residential Use in the Land Use Plan.

The Residential Multi-Family District is established to provide adequate space and site diversification for low to medium density residential development where adequate streets and other community facilities are available for present and future needs. This district is established for duplex-fourplex development as low to medium-density use, and additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met before zoning to such use. It is established to protect residential areas as far as possible against heavy traffic and zoned promote the most desirable use of land and direction of building development not in conflict with the city's comprehensive plan.

Twenty – six (26) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the request to re-zone from General Business District (C) to Residential Multi-Family District (R-MF) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from General Business District (C) to Residential Multi-Family District (R-MF) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for:**
 - a) **consideration by the full board;**
 - b) **additional information;**
 - c) **additional time for applicant and adjacent property owners to meet;**
3. **Disapprove the request.**



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Trevino Engineering, representing Alberto Garza, owner
APPLICANT

General Business District (C)
CURRENT ZONE

122 East Sam Houston Avenue
ADDRESS

Residential Multi-Family District (R-MF)

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	X	
2 Does the property have adequate ingress and egress?	X	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4 Is the property located along a major thoroughfare?	X	
5 Will the property have adequate parking for the proposed use?	X	
6 Will the property have adequate landscaping as per City Ordinance?	X	
7 Will the zone change increase the volume of traffic?		X
8 Will a buffer be required?		X
9 Is the proposed change in line with the Future Land Use Plan?		X

STAFF RECOMMENDATIONS:

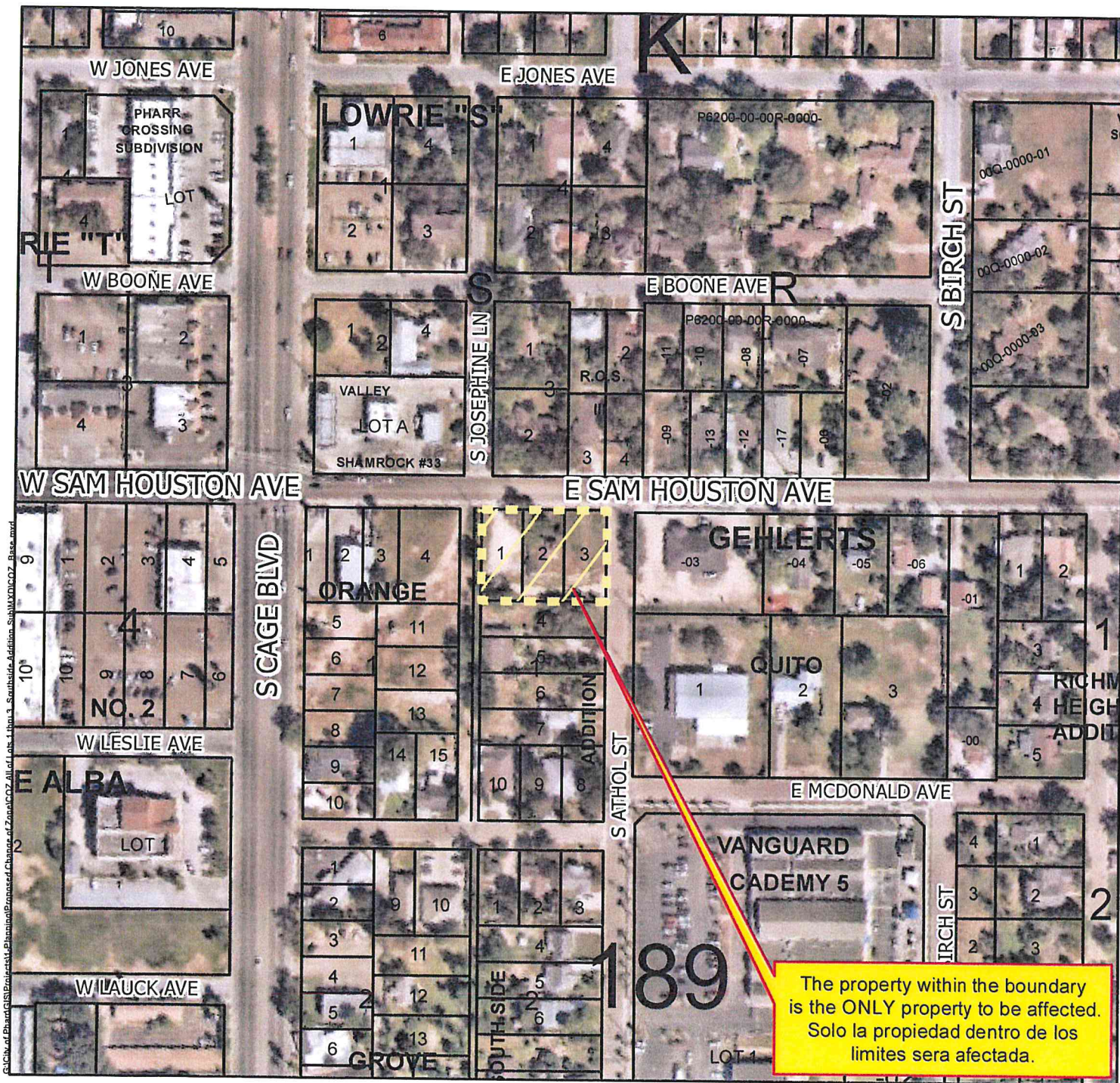
Approval

Development Services is recommending approval of the request to re-zone from General Business District (C) to Residential Multi-Family District (R-MF) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Anaisa Licerio
PREPARED BY

November 3, 2021
DATE

Proposed Change of Zone
All of Lots 1 thru 3, Southside Addition Sub
Leonel Garza

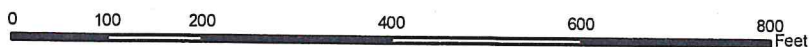


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential Multi-Family | Business District | Hidalgo ISD |
| Residential Multi-Family High Density | Drainage Easement | Valley View ISD |
| Mobile Home | Heavy Commercial | Planned Unit Development |
| Townhouse | Heavy Industrial | |
| HUD Code | Limited Industrial | |

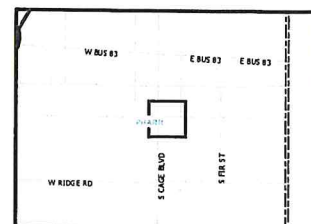
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/18/2021

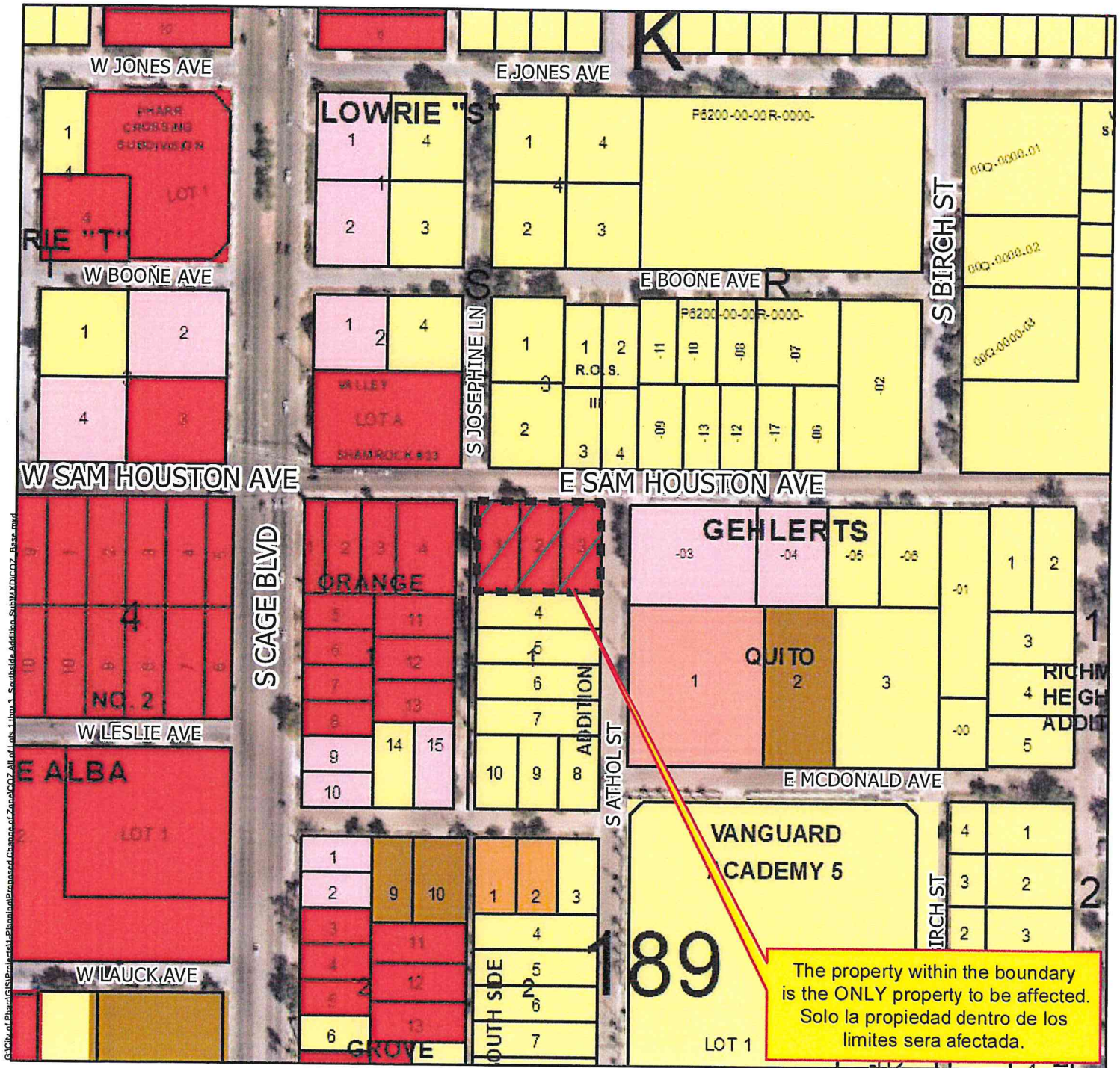
Scale: 1 inch = 200 feet



All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Proposed Change of Zone
All of Lots 1 thru 3, Southside Addition Sub
Leonel Garza



The property within the boundary
is the ONLY property to be affected.
Solo la propiedad dentro de los
limites sera afectada.

- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential Multi-Family | Business District | Hidalgo ISD |
| Residential Multi-Family High Density | Drainage Easement | Valley View ISD |
| Mobile Home | Heavy Commercial | Planned Unit Development |
| Townhouse | Heavy Industrial | |
| HUD Code | Limited Industrial | |

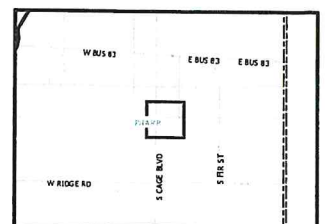
City of Pharr, Texas
Engineering Department
956.402.4242

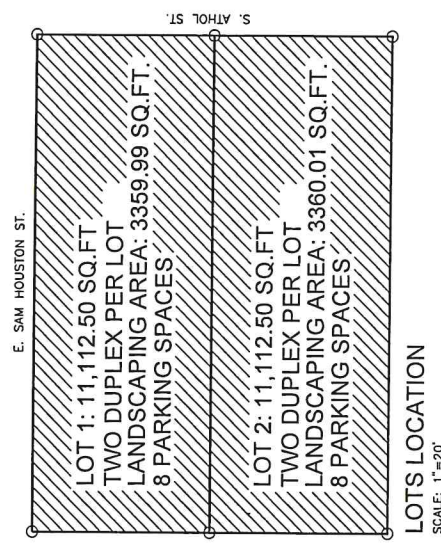
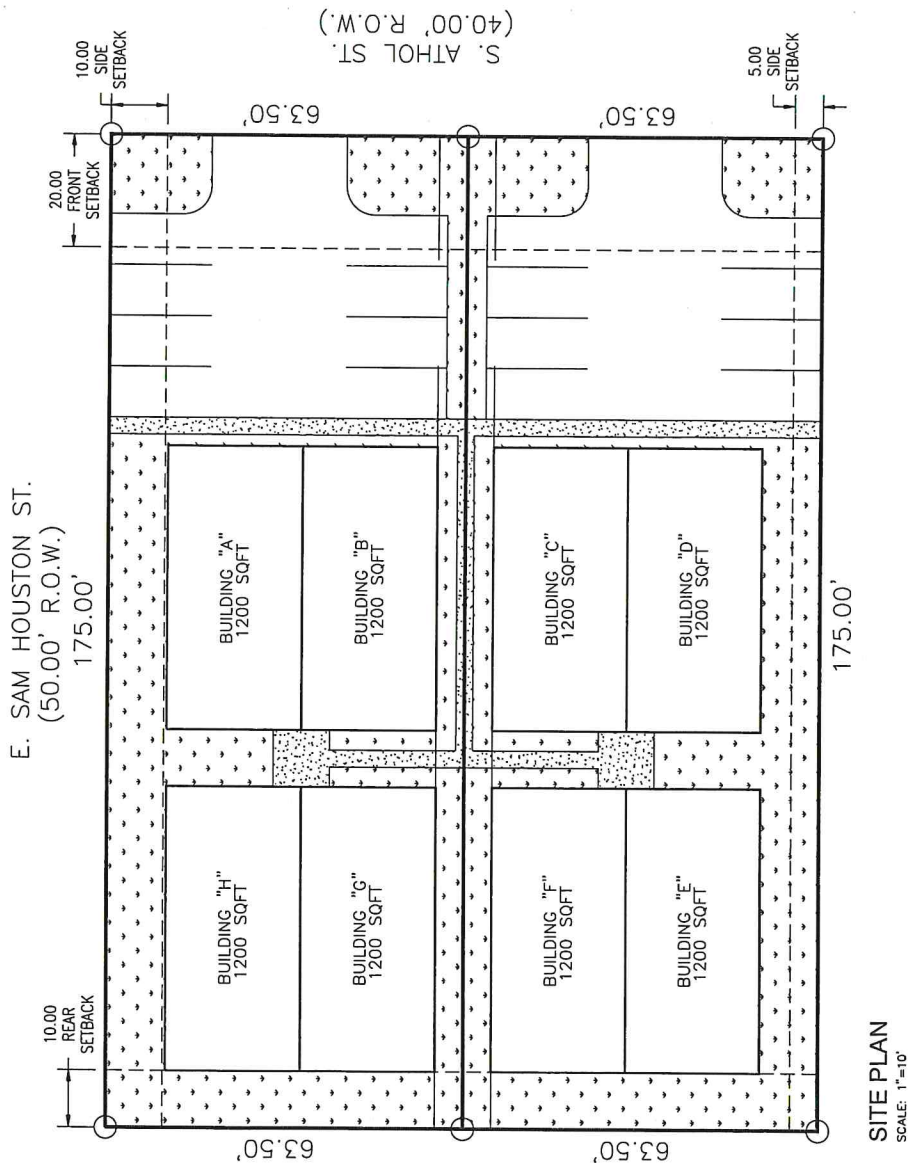
Date: 10/18/2021

Scale: 1 inch = 200 feet



All information displayed on this map is subject
to verification by field survey or by the agency
responsible for maintaining the information.
This map is intended for general information only.





SAM HOUSTON CAGE SUBDIVISION

TREVINO ENGINEERING
FIRM No. F-7906
TEL No. (956) 283-8847
200 S. 10th St. Ste. 1303
McAllen, Texas 78501
ident@trevinoengineering.com

DATE OF PREPARATION: OCTOBER 8, 2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.

DATE SUBMITTED:

MEETING DATE: November 15, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.1.

DATE SUBMITTED: November 9, 2021

MEETING DATE: November 15, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Melden & Hunt, Inc., representing Francisco Obregon, is requesting final plat approval of the proposed Encino Ridge Subdivision. The property is legally described as being a 21.958 acres a part or portion out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 4700 Block of North Veterans Boulevard. **SUB#191126**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Melden & Hunt, Inc., representing Francisco Obregon, is requesting final plat approval of the proposed Encino Ridge Subdivision. **SUB#191126**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed Encino Ridge Subdivision subject to the following conditions set before you.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Encino Ridge Subdivision.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 11/9/2021
Approved - 11/10/2021
Approved - 11/11/2021
Final Approval - 11/12/2021



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, NOVEMBER 15, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR DEVELOPMENT SERVICES

THROUGH: EDWARD WYILE, INTERIM CITY MANAGER

SUBJECT: ENCINO RIDGE SUBDIVISION FILE NO. SUB#191126
--

GENERAL INFORMATION:

APPLICANT: Melden & Hunt, Inc., representing Francisco Obregon, is requesting final plat approval of the proposed Encino Ridge Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 21.958 acres a part or portion out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 4700 Block of North Veterans Boulevard.

ZONING: The property is currently zoned Single Family Residential District (R-1). The adjacent zones are General Business District (C) and Agricultural and/or Open Space District (A-O) to the north, City limits to the east, General Business District (C) to the south and Agricultural and/or Open Space District (A-O) to the west. The property is designated for multi-family residential and commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Single family residential homes.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Encino Ridge Subdivision subject to the following conditions set before you.

**STREETS, PAVING
AND R.O.W.:** 1. In compliance.

EASEMENTS: 1. In compliance.

**SIDEWALK:
ADA:** 1. In compliance.

FIRE PROTECTION: 1. In compliance.

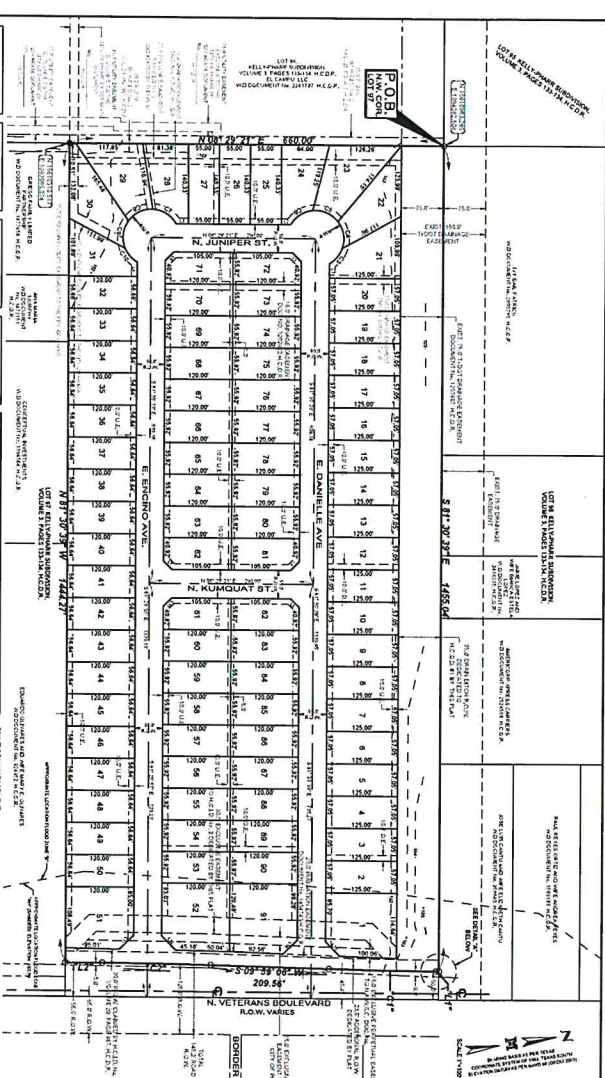
WATER: 1. North Alamo water supply corporation (N.A.W.S.C.)

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

**PLANNING AND
ZONING
COMMISSION:** The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Encino Ridge Subdivision.



SUBDIVISION MAP OF ENCINO RIDGE SUBDIVISION

BEING 21.959 ACRES (959,490.48 S.F.) A PART OR PORTION OUT OF LOT 17, KELLY-PHARR SUBDIVISION, VOLUME 118, H&L RECORDS, CITY OF PHARR, HIDALGO COUNTY, TEXAS

ARTICLE I: PURPOSE AND SCOPE

THIS SUBDIVISION MAP IS PREPARED FOR THE CITY OF PHARR, TEXAS, AND IS SUBJECT TO THE APPROVAL OF THE CITY COMMISSION. THE MAP SHOWS THE LOTS AND BLOCKS OF THE SUBDIVISION, AND THE LOTS ARE TO BE USED FOR RESIDENTIAL PURPOSES.

ARTICLE II: DESCRIPTION OF THE SUBDIVISION

THE SUBDIVISION IS LOCATED IN THE CITY OF PHARR, TEXAS, AND IS BOUND BY N. J. JENSEN BLVD TO THE NORTH, N. VETERANS BOULEVARD TO THE SOUTH, N. KIMMEL BLVD TO THE EAST, AND N. JENSEN BLVD TO THE WEST. THE SUBDIVISION IS BOUND BY N. J. JENSEN BLVD TO THE NORTH, N. VETERANS BOULEVARD TO THE SOUTH, N. KIMMEL BLVD TO THE EAST, AND N. JENSEN BLVD TO THE WEST.

ARTICLE III: DESCRIPTION OF THE LOTS

THE LOTS ARE DESCRIBED AS FOLLOWS:

- LOT 1: 1/4 SECTION 10, T12N, R12E, S44, 1/4 ACRES (10,890 S.F.)
- LOT 2: 1/4 SECTION 10, T12N, R12E, S44, 1/4 ACRES (10,890 S.F.)
- LOT 3: 1/4 SECTION 10, T12N, R12E, S44, 1/4 ACRES (10,890 S.F.)
- LOT 4: 1/4 SECTION 10, T12N, R12E, S44, 1/4 ACRES (10,890 S.F.)
- LOT 5: 1/4 SECTION 10, T12N, R12E, S44, 1/4 ACRES (10,890 S.F.)
- LOT 6: 1/4 SECTION 10, T12N, R12E, S44, 1/4 ACRES (10,890 S.F.)
- LOT 7: 1/4 SECTION 10, T12N, R12E, S44, 1/4 ACRES (10,890 S.F.)
- LOT 8: 1/4 SECTION 10, T12N, R12E, S44, 1/4 ACRES (10,890 S.F.)
- LOT 9: 1/4 SECTION 10, T12N, R12E, S44, 1/4 ACRES (10,890 S.F.)
- LOT 10: 1/4 SECTION 10, T12N, R12E, S44, 1/4 ACRES (10,890 S.F.)



Lot #	Area	Lot #	Area	Lot #	Area
1	10,890 S.F.	21	10,890 S.F.	41	10,890 S.F.
2	10,890 S.F.	22	10,890 S.F.	42	10,890 S.F.
3	10,890 S.F.	23	10,890 S.F.	43	10,890 S.F.
4	10,890 S.F.	24	10,890 S.F.	44	10,890 S.F.
5	10,890 S.F.	25	10,890 S.F.	45	10,890 S.F.
6	10,890 S.F.	26	10,890 S.F.	46	10,890 S.F.
7	10,890 S.F.	27	10,890 S.F.	47	10,890 S.F.
8	10,890 S.F.	28	10,890 S.F.	48	10,890 S.F.
9	10,890 S.F.	29	10,890 S.F.	49	10,890 S.F.
10	10,890 S.F.	30	10,890 S.F.	50	10,890 S.F.

ARTICLE IV: CONDITIONS OF SALE

THE LOTS ARE TO BE SOLD TO THE CITY OF PHARR, TEXAS, AND THE CITY OF PHARR, TEXAS, IS TO BE RESPONSIBLE FOR THE PAYMENT OF THE DEED TAXES AND THE RECORDING FEES.

ARTICLE V: CONDITIONS OF SALE

THE LOTS ARE TO BE SOLD TO THE CITY OF PHARR, TEXAS, AND THE CITY OF PHARR, TEXAS, IS TO BE RESPONSIBLE FOR THE PAYMENT OF THE DEED TAXES AND THE RECORDING FEES.

ARTICLE VI: CONDITIONS OF SALE

THE LOTS ARE TO BE SOLD TO THE CITY OF PHARR, TEXAS, AND THE CITY OF PHARR, TEXAS, IS TO BE RESPONSIBLE FOR THE PAYMENT OF THE DEED TAXES AND THE RECORDING FEES.

ARTICLE VII: CONDITIONS OF SALE

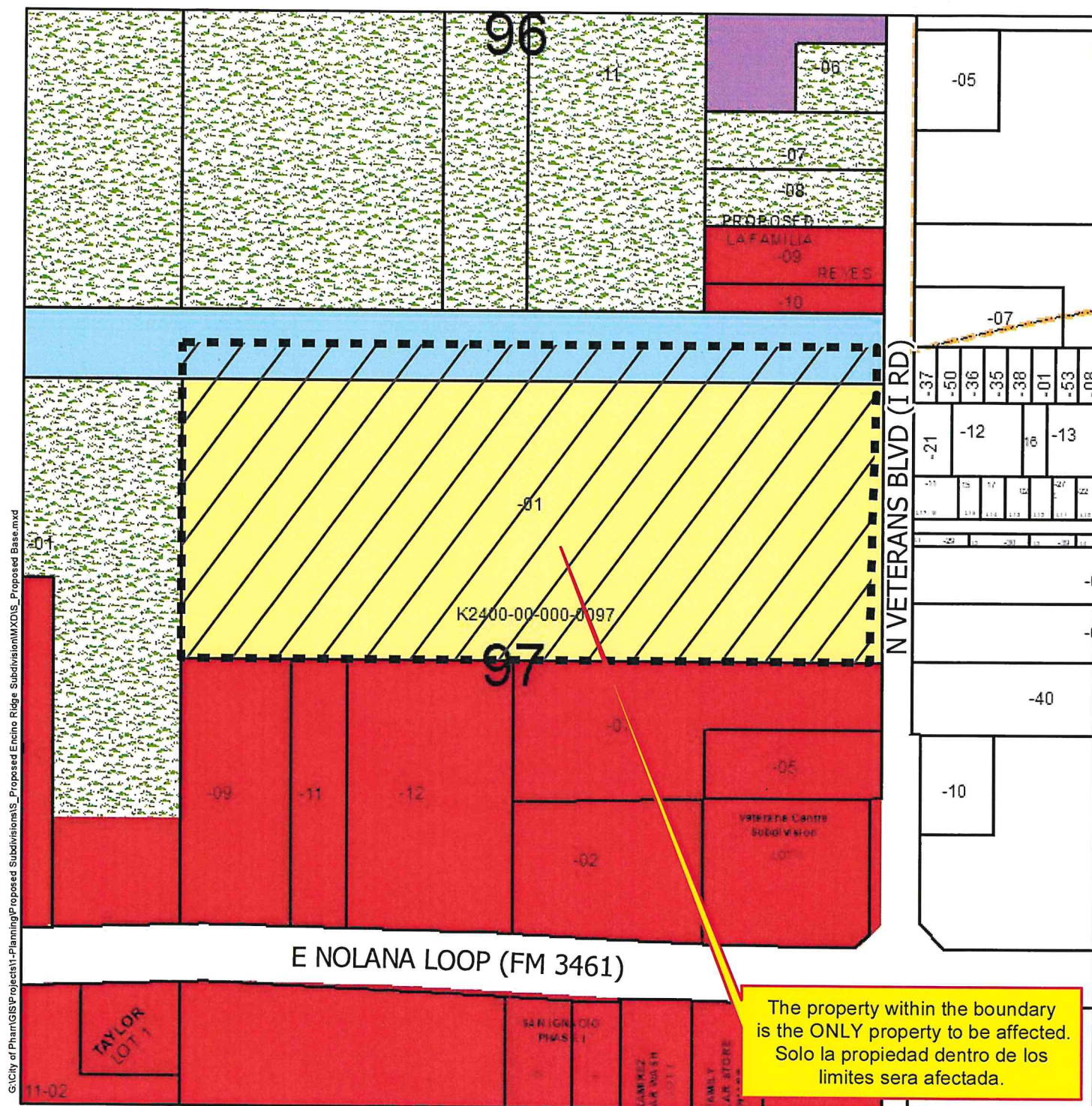
THE LOTS ARE TO BE SOLD TO THE CITY OF PHARR, TEXAS, AND THE CITY OF PHARR, TEXAS, IS TO BE RESPONSIBLE FOR THE PAYMENT OF THE DEED TAXES AND THE RECORDING FEES.

ARTICLE VIII: CONDITIONS OF SALE

THE LOTS ARE TO BE SOLD TO THE CITY OF PHARR, TEXAS, AND THE CITY OF PHARR, TEXAS, IS TO BE RESPONSIBLE FOR THE PAYMENT OF THE DEED TAXES AND THE RECORDING FEES.



Pharr
Engineering

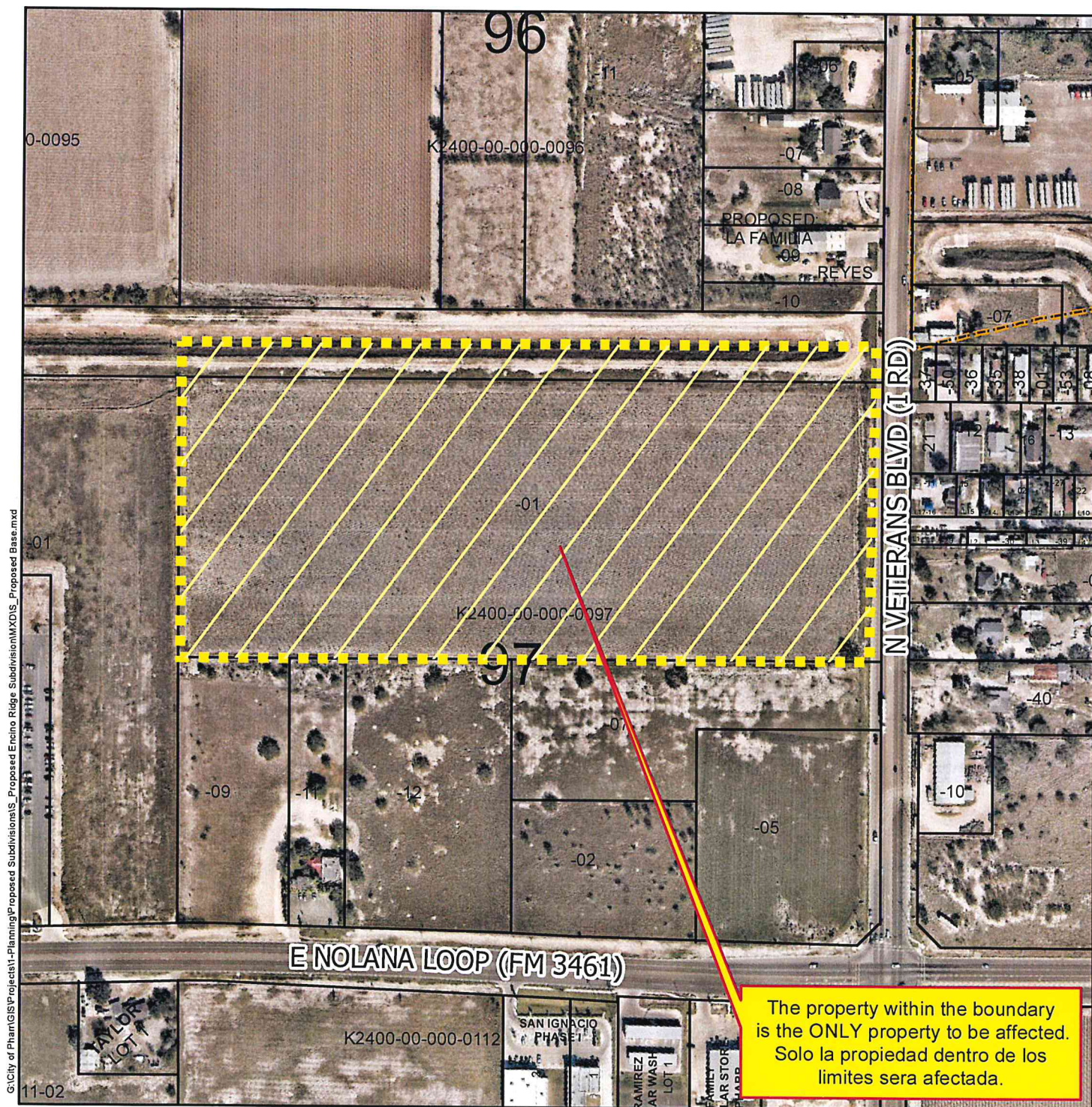


- | | | | |
|---|---|---|--|
|  Agricultural Open Space |  Townhouse |  Drainage Easement |  PSJA ISD |
|  Single Family |  HUD Code |  Heavy Commercial |  Hidalgo ISD |
|  Single Family Small Lot |  Rail Road R.O.W |  Heavy Industrial |  Valley View ISD |
|  Residential Multi-Family |  Government Owned |  Limited Industrial |  Planned Unit Development |
|  Residential Multi-Family High Density |  General Business |  Neighborhood Commercial | |
|  Mobile Home |  Business District |  Office Professional | |

Scale: 1 inch = 300 feet



Date: 11/3/2021





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.2.

DATE SUBMITTED: November 9, 2021

MEETING DATE: November 15, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Rio Delta Engineering, representing W.A. Landreth III, Manager for Vaquero Kelly Pharr Partners, LP, Vaquero Ventures Management, LLC and Alvaro Gonzalez, Manager for Los Hoteles, LP., are requesting preliminary and final plat approval of the proposed Los Hoteles Subdivision No.2. The property is legally described as being a 4.37 acres tract out of Lot 108, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 100 Block of West Nolana Loop. **SUB#211036**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Rio Delta Engineering, representing W.A. Landreth III, Manager for Vaquero Kelly Pharr Partners, LP, Vaquero Ventures Management, LLC and Alvaro Gonzalez, Manager for Los Hoteles, LP., are requesting preliminary and final plat approval of the proposed Los Hoteles Subdivision No.2. **SUB#211036**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends preliminary and final plat approval of the proposed Los Hoteles Subdivision No.2 subject to the following conditions set before you.

The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat of the proposed Los Hoteles Subdivision No.2.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 11/9/2021
Approved - 11/10/2021
Approved - 11/11/2021
Final Approval - 11/12/2021



MEMORANDUM

DATE: MONDAY, NOVEMBER 15, 2021
TO: MAYOR AND CITY COMMISSION
FROM: ROLAND GOMEZ, INTERIM DIRECTOR DEVELOPMENT SERVICES
THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: LOS HOTELES SUBDIVISION NO. 2 FILE NO. SUB#211036

GENERAL INFORMATION:

APPLICANT: Rio Delta Engineering, representing W.A. Landreth III, Manager for Vaquero Kelly Pharr Partners, LP, Vaquero Ventures Management, LLC and Alvaro Gonzalez, Manager for Los Hoteles, LP., are requesting preliminary and final plat approval of the proposed Los Hoteles Subdivision No.2.

LEGAL DESCRIPTION: The property is legally described as being a 4.37 acres tract out of Lot 108, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 100 Block of West Nolana Loop.

ZONING: The property is currently zoned Limited Industrial District (L-I). The adjacent zones are Agricultural Open Space District (A-O) and Limited Industrial District (L-I) to the north, Limited Industrial District (L-I) to the east and Heavy Industrial District (H-I) to the south and General Business District (C) and Agricultural Open Space District (A-O) to the west. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Retail/restaurant.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary and final plat approval of the proposed Los Hoteles Subdivision No.2 subject to the following conditions set before you.

STREETS, PAVING AND R.O.W.:

1. Provide street lights layout along W. Nolana Loop or show existing lights.
2. Provide curve table along W. Nolana Loop.

EASEMENTS:

1. Provide 15' exclusive easement to City of Pharr for water & sewer lines.
2. Easements shall not overlap with other easements.
3. Verify the H.C.I.D.#2 easements on west side of property, 30' easement center on the property line.
4. Label and show all existing easements.

**SIDEWALK:
ADA:**

1. Follow City of Pharr standards.

FIRE PROTECTION:

1. See attached comments.

WATER:

1. See attached comments.
2. Provide all crossing conflicts details for sewer and water.
3. Follow City of Pharr Construction Standards Manual.

SEWER:

1. See attached comments.
2. Provide all crossing conflicts details for sewer and water.
3. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

1. Drainage report to be reviewed by HCDD 1, for approval.

OTHER:

1. Label all monuments on plat layout.
2. Verify paragraph 6 & 7 on metes and bounds.
3. Provide the access agreement documents to lift station.
4. Staff notes are attached.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat of the proposed Los Hoteles Subdivision No.2.

PLAT REVIEW MEETING FOR: *LOS HOTELES SUBDIVISION*

COMMENTS: **Initials: J.R. / R.B** **OCTOBER 27, 2021**

PLAT:

- 10ft utility easement dedicated by this plat will need to be exclusive to City of Pharr on the south side of property
- 15ft utility easement dedicated by this plat will need to be exclusive to City of Pharr on the west side of property

WATER:

- Water services will need to be 2"
- Meter box will need to be provided by contractor or developer
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need a 50ft x 60ft site easement on the southeast of property for the future LS relocation
- Will need to show existing easements on the north side of property
- We need instrument on access easement on Los Hoteles Subdivision
- Easements will need to be 24' exclusive to City of Pharr along the eastside of property
- Easements will need to be 15' exclusive to City of Pharr along the northside of property
- All M/H ring and covers will need to be composite base with City of Pharr Logo
- Follow City of Pharr Construction Standards Manual

Developer/Owner/Responsible Party must comply with the conditions stated above. WATER METERS WILL NOT BE INSTALLED IF THERE IS A failure to comply with ANY OF THE conditions. METERS WILL BE INSTALLED UPON PAYMENT AND COMPLIANCE WITH ALL CONDITIONS STATED. By signing this you understand you must comply with the condition(s) or the water meter(s) will not be installed.

Print Name: _____

Signature: _____

Date: _____



Pharr

Fire Department



118 S. Cage Blvd. 3rd Floor

Pharr, Texas 78577

Phone: (956) 402-4400 Fax; (956) 475-3433

Subdivision: LOS HOTELES SUBDIVISION # 2

Reviewed by: DAGO SOTO

October 28, 2021

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be **FACTORY YELLOW** from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2012. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
5. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
7. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
8. A \$25.00 fee for each **BLUE MARKER** to be affixed on pavement by city to indicate location of the fire hydrant. **FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.**
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet). *With lettering at least 3 inches tall (**FIRE LANE – TOW AWAY ZONE**).
11. Any new subdivision with **GATED COMMUNITY SECURITY SYSTEMS** must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-

552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2012; where security gates are installed, with a minimum of 20 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. Designed fire lanes or roads deemed necessary for Fire Department access by the Fire Official shall be established and maintained in an operable condition. 503.1 International Fire Code 2012; all weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

1. **SUBDIVISION WAS FOUND TO BE WITHIN REASONABLE COMPLIANCE.**



Pharr Public Work



SUBDIVISION: Staff Review Meeting
Los Hotels Subdivision No.2
W. Nolana Rd
Pharr Tx, 78577

DATE: 10/26/2021
4.37 ACRES

Plat Notes:

- Add Note Owners To Maintain R.O.W. and perimeter of property
- No Structures allowed over any Easement

General Notes:

- Clarify Clean Out and Bleeder Line Size
- Show Drainage Line Details
- Show Outfall Details
- Show Elevation Details On Crossings
- Must Obtain Discharge Permit UIR from TxDot
- Attach Erosion & Sediment Control Plan to SW3P
- Attach Approved by Engineer Department Drainage Plan Details
- Must submit a digital copy (in USB) for review and one (1) hard copy for finalization of the Stormwater Pollution Prevention Plan pre-construction meeting. Will be reviewed and must be approved prior to any earthwork disturbance and Notice of Proceed (NTP) is issued.



SUBDIVISION REVIEW COMMENTS

PHARR ENGINEERING • 118 S. CAGE BLVD., 1ST FLOOR • PHARR, TX 78577 • 956.402.4221

SUBDIVISION: Los Hoteles No. 2
Subdivision

DATE: October 28, 2021

REVIEW: Preliminary (comments plans dated 10-20-2021)

PLAT

1. Signature from P.E. (**Show on As Built**)
2. Signature from R.P.L.S. (**Show on As Built**)
3. Include an easement for fiber optic lines.
4. Note No. 5---Revise note to say... "A 5'-ft sidewalk with wheelchair ramps and landings shall be required along all streets at the time of building permit phase.
5. Add note---"Owners to maintain ROW and perimeter of subdivision

SITE PLAN

DRAINAGE

1. Drainage plan shall be reviewed and approved by HCDD No. 1.
2. Drainage plan to be reviewed and approved at building permit stage.

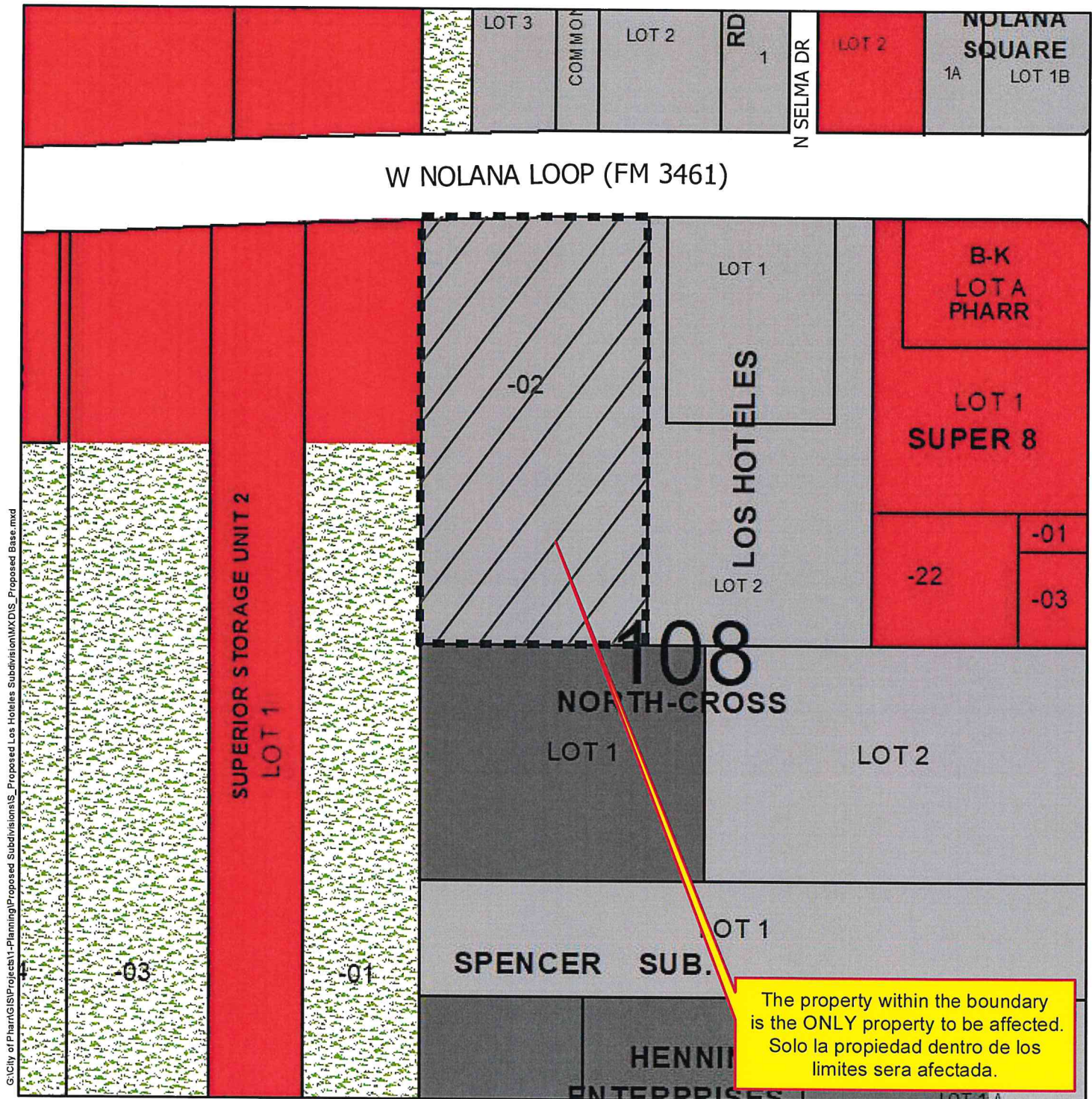
CLOSEOUT DOCUMENTS

- All As-builts must have the following requirements:
 - As-builts must reflect current field changes. Mark all field changes as existing.
 - Must be Geo referenced, and in an AUTOCAD file.
 - Submit a physical and electronic copy (USB or CD).

ADDITIONAL COMMENTS

1. Lab testing shall be required for the following items:
 - Concrete
 - Backfill material
2. Curb cut permit shall be required.
3. At time of building permit phase, a TX Dot representative shall inspect sidewalk along Nolana Loop.
4. TX Dot discharge permit shall be required for drainage tie-in.

5. Concrete cradle shall be required for sanitary sewer wye's.



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W. | Heavy Industrial | Valley View ISD |
| Residential Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |
| Residential Multi-Family High Density | General Business | Neighborhood Commercial | |
| Mobile Home | Business District | Office Professional | |







AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: November 8, 2021

MEETING DATE: November 15, 2021

FROM: Dianna Valdez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Resolution for the cast of votes for candidate(s) to the Hidalgo County Appraisal District Board of Directors for 2022-2023.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2022-2023 election for the Board of Directors of the Hidalgo County Appraisal District.

The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election, each voting taxing unit may cast votes to one (1) or more candidates. The casted vote(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before December 15, 2021.

Previous resolution had all Pharr votes going to Albert Cardenas, who is currently Pharr member

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the Board of Commissioners to submit the name(s) of the nominee(s) on the attached Resolution.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Dianna Valdez

Created/Initiated - 11/8/2021

Patricia Rigney
City Management Office

Approved - 11/9/2021
Final Approval - 11/12/2021

RESOLUTION NO. R-2021-_____

STATE OF TEXAS

COUNTY OF HIDALGO

WHEREAS, the Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, the City of Pharr is entitled to cast a total of 130 votes in said election; and

WHEREAS, ballots must be returned by December 15, 2021, which is the deadline for accepting votes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Pharr, Hidalgo County, Texas, that city does hereby cast _____ votes for _____ for Hidalgo County Appraisal Board of Directors for 2022-2023.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS on this the _____ day of _____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



www.hidalgoad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
Albert D. Cardenas	Vice-Chairman
Amador Requenez	Secretary
Eddy Betancourt	Member
Joe D. Olivarez	Member
Pablo "Paul" Villarreal, Jr.	Member

REC'D _____
CC _____

October 20, 2021

OCT 21 2021

CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

City Secretary
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577-1718

Re: Election Ballot 2022-2023 Appraisal District Board of Directors

Dear City Secretary:

As prescribed by Section 6.03 of the Texas Property Tax Code enclosed you will find the "Official Ballot" with the candidate's names and the number of votes that you are authorized to cast in the election for Board of Directors for the Hidalgo County Appraisal District. In addition, for your review, I have provided a condensed biography of each candidate that provided such, and a list of the total vote distribution for all entities.

There are five Board of Directors, who are elected by the taxing units that participate in the District, which governs Hidalgo County Appraisal District. In addition to the five elected Board of Directors, the County Tax Assessor-Collector, Mr. Pablo "Paul" Villarreal Jr. serves on the Board as a non-voting Director.

The governing body of a taxing unit may cast all its votes for one candidate or distribute them among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser before DECEMBER 15, 2021. A voting unit can only cast its votes for candidates named on the ballot. There is no provision for write-in candidates. The Chief Appraiser will not count votes cast for someone not listed on the official ballot.

The Chief Appraiser will count all the votes timely submitted and declare the five candidates who received the largest cumulative vote totals elected, and submit the results before DECEMBER 31, 2021 to the governing body of each taxing unit in the district and to the candidates.

If you should have any questions, or I can provide additional information, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG: je

Enclosures

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



BOARD OF DIRECTORS

Richard A. Garza	Chairman
Albert D. Cardenas	Vice-Chairman
Amador Requenez	Secretary
Eddy Betancourt	Member
Joe D. Olivarez	Member
Pablo "Paul" Villarreal, Jr.	Member

www.hidalgoad.org

Hidalgo County Appraisal District 4405 S. Professional Drive PO Box 208 Edinburg, TX 78540-0208 "OFFICIAL BALLOT" Election of 2022-2023 Appraisal District Board of Directors	
Entity: City of Pharr	Authorized Votes: 130
Nominee	# Of Votes
Eddy Betancourt	
Albert Cardenas	
Johnny Cisneros	
Pedro "Pete" Garcia	
Richard Garza	
Joe D Olivarez	
Amador Requenez	
Rodgers Paul Truitt	

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity

2022-2023
VOTING ENTITLEMENT
HCAD BOARD OF DIRECTORS

	2020	2020	2020		2022-2023	2022-2023
	Tax Levied	Total Levy	Percent	Votes	Directorships	Official Votes
Entity						
Hidalgo County	\$ 220,338,129	\$ 911,952,107	24.161%	242	5	1210
Cities						
Alamo	\$ 4,052,229	\$ 911,952,107	0.444%	4	5	20
Alton	\$ 2,266,126	\$ 911,952,107	0.248%	2	5	10
Donna	\$ 5,591,745	\$ 911,952,107	0.613%	6	5	30
Edcouch	\$ 571,220	\$ 911,952,107	0.063%	1	5	5
Edinburg	\$ 34,033,591	\$ 911,952,107	3.732%	37	5	185
Elsa	\$ 1,628,015	\$ 911,952,107	0.179%	2	5	10
Granjeno	\$ 21,952	\$ 911,952,107	0.002%	1	5	5
Hidalgo	\$ 2,384,287	\$ 911,952,107	0.261%	3	5	15
La Joya	\$ 957,155	\$ 911,952,107	0.105%	1	5	5
La Villa	\$ 568,646	\$ 911,952,107	0.062%	1	5	5
McAllen	\$ 50,905,212	\$ 911,952,107	5.582%	56	5	280
Mercedes	\$ 4,993,189	\$ 911,952,107	0.548%	5	5	25
Mission	\$ 24,033,922	\$ 911,952,107	2.635%	26	5	130
Palmview	\$ 2,788,816	\$ 911,952,107	0.306%	3	5	15
Penitas	\$ 1,342,062	\$ 911,952,107	0.147%	1	5	5
Progreso	\$ 831,009	\$ 911,952,107	0.091%	1	5	5
Pharr	\$ 23,908,466	\$ 911,952,107	2.622%	26	5	130
San Juan	\$ 8,178,632	\$ 911,952,107	0.897%	9	5	45
Sullivan City	\$ 536,134	\$ 911,952,107	0.059%	1	5	5
Weslaco	\$ 13,534,312	\$ 911,952,107	1.484%	15	5	75
Schools						
Donna	\$ 18,502,671	\$ 911,952,107	2.029%	20	5	100
Edcouch-Elsa	\$ 4,776,664	\$ 911,952,107	0.524%	5	5	25
Edinburg	\$ 82,255,219	\$ 911,952,107	9.020%	90	5	450
Hidalgo	\$ 7,362,355	\$ 911,952,107	0.807%	8	5	40
La Joya	\$ 35,077,606	\$ 911,952,107	3.846%	38	5	190
La Villa	\$ 1,673,868	\$ 911,952,107	0.184%	2	5	10
Lyford	\$ 122,079	\$ 911,952,107	0.013%	1	5	5
McAllen	\$ 88,388,374	\$ 911,952,107	9.692%	97	5	485
Mercedes	\$ 8,293,942	\$ 911,952,107	0.909%	9	5	45
Mission	\$ 28,040,951	\$ 911,952,107	3.075%	31	5	155
Monte Alto	\$ 1,775,228	\$ 911,952,107	0.195%	2	5	10
PSJA	\$ 63,835,097	\$ 911,952,107	7.000%	70	5	350
Progreso	\$ 2,406,438	\$ 911,952,107	0.264%	3	5	15
Sharyland	\$ 44,000,759	\$ 911,952,107	4.825%	48	5	240
So Tx College	\$ 66,982,283	\$ 911,952,107	7.345%	73	5	365
South Texas ISD	\$ 19,815,889	\$ 911,952,107	2.173%	22	5	110
Valley View	\$ 9,507,799	\$ 911,952,107	1.043%	10	5	50
Weslaco	\$ 25,670,034	\$ 911,952,107	2.815%	28	5	140
Grand Total	\$ 911,952,107		100.000%	1000		5000

EDDY BETANCOURT
805 N Ware Rd
McAllen, TX 78501
(956) 789-8891

Overview

Results-driven construction and project manager with over 30 years of expertise as a superintendent, construction manager and construction business owner. History of concurrently directing multiple projects to successful completion through effective management and team collaboration. Continually strives to produce high quality Industrial, Commercial, Institutional, and Residential projects while adhering to a tight schedule and budget. Advanced understanding of customer needs with diligent attention to detail results in superior customer service and high levels of client satisfaction.

Project Management / Budget & Finances / Personnel Acquisition & Training /

Team Management / Design & Development / Customer Relations / Multi-Site Management /

New Business Development

Industry

- Commercial Construction
- Real Estate
- Commercial
- Retail
- Automotive

Project Management/Leadership

- Large Scale Construction management and implementation
- Small Business Owner
- Member, Board of Directors Hidalgo County Appraisal District

WORK EXPERIENCE

Aug 1984 to Present

R & B General Construction Co, Inc., President
McAllen TX.

Administer construction budgets and supervise a staff of 60 full-time employees. Plan & design industrial warehouses and commercial ventures. Assist in the development of industrial facilities in various industrial parks. Coordinate development of residential homes and Multi project of renovations for commercial projects. Work closely with city municipalities, Engineers, Architects. Often present viable projects to city and county entities, and city officials to obtain necessary variances and permits for various private projects to meet city ordinances and overall governmental building codes. Development and Management of multi-million-dollar investment projects, specializing in the Cold Storage warehouse industry.

Oct 2015 to Present

National Tire and Wheel, LLC Co-Owner and President.
McAllen, TX

Purchased existing business on 10/22/2015.
Current sales have exceeded historical sales.

Feb 2012 to Present

E2H Investments, LLC, General Retail Partner Manager.
McAllen, TX

Manage a Rent To Own Business.
Account Management
Sales
Marketing
Grew business to 8 locations in 48 months.

Sep 2004 – March 2010

EZ Rim & Tire, Oversaw General Management of Rent To Own Wheel and tires
McAllen, TX

Managed Budget and advertising campaigns
Startup business that was profitable in 6 months.
Established business from startup to 750,000 in sales within 16 months.

January 1992 - 1998

Century Forwarding Agency, Inc, Vice President
Hidalgo, Texas

Manage export operation of the Agency specializing in exporting general goods for various Mexican and American corporations as well as managing. Just In-Time inventories for various fortune 500 companies. Successfully implemented all logistics for Wal-Mart Mexico and Wal-Mart USA specializing in their produce sector through various U.S and Mexican custom brokers with strict adherence to the NAFTA rules and regulations.

Aug 1987 - 1992

Technics Construction of Texas Inc.
McAllen, TX.

Vice-President Administered construction budgets and supervised a staff of 30 full-time employees. Designed and Build warehouse storage facilities. Assisted in the Development of Industrial facilities. Coordinated all aspects of construction for residential homes and renovations of commercial projects.

COMMUNITY SERVICES:

Most Recent Appointment by Texas Governor as Commissioner for the Texas Facilities Commission.

Appointment as Member of Board of Directors Hidalgo County Appraisal District.
By Hidalgo County Entities Term 2020-22

Appointed Member to Hidalgo County Appraisal District Review Board 2007 - 2012

Board Held Positions

- Member
- Secretary
- Chairman

PROFESSIONAL DEVELOPMENT:

University of Texas Pan-American - School of Business Continuing Education
Real Estate, Appraisals, Marketing, Real Estate principles, Law and Contracts
Mathematics, and Finance.

State Licensed in Real Estate # 0440351(1994)

Fluent in Reading and Writing Spanish

EXTRA CURRICULAR ACTIVITIES:

- ENACTUS Advisory Board (Students In Free Enterprise early 90's Alumni)
- Chairman entrepreneurship workshops,
- Small business development conference Invitee speaker
- Active supporter of Higher Education
- Golfing Activities, Fishing,
- Active in Daughter's School Outreach Programs
- Enjoy Family Trips

FORMAL EDUCATION

BBA (94)– Marketing and International Business, University of Texas Pan American

OTHER

Bilingual - Spanish/English.

**Albert Cardenas
McAllen**



Current Board member of McAllen Public Utility Board

Current member Boys & Girls Club

Vice-President Easton Construction, dealing mainly with commercial projects with offices in McAllen and San Antonio

Served 6 years on the McAllen Planning & Zoning Board

Board Member Hidalgo County Appraisal District Board of Directors 2014-Current

JUAN RAUL (JOHNNY) CISNEROS

1117 Orange Avenue

McAllen, TX 78501

956.534.3670 /

cadencecommercial@gmail.com

• **CAREER SUMMARY:**

Experienced in private industry and state/federal government contracting. Over 20 years, experience in the areas of finance, management, investments, business and economic development. Recognized leadership abilities, fluent in Spanish, solid analytical, quantitative, and communication skills with a demonstrated work ethic and a strong desire and ability to excel.

• **PROFESSIONAL AND OCCUPATIONAL EXPERIENCE:**

POSITION: Broker-Owner, Cadence Commercial Real Estate McAllen, Texas
(December, 2007 - Present) (Texas Licensed Real Estate Broker)

Associate, Southern Commercial Real Estate Group Harlingen, Texas (June, 2004 - December 2007) (Texas Licensed Real Estate Salesperson)

RESPONSIBILITIES:

Assisting clients with site selection, disposition of property, structuring lease contracts, development of commercial projects, and acquisition and management of investment properties.

ACCOMPLISHMENTS:

Awarded lease to U.S. Congressman Ruben Hinojosa in Edinburg, Texas;

Awarded federal lease contract (ATP: 7,500 SF) in McAllen, Texas. 2007 and 2020.

Awarded federal lease contract (Secret Service: 4,200 SF) in McAllen, Texas. 2007 and 2018

Successfully secured 4,000 SF lease space for US Army Corps of Engineers in Edinburg, Texas. 2008

Created team that was awarded bid for federal lease (FBI 12,000 SF) in Brownsville, Texas.

2006 Contracted by U.S. General Services Administration (GSA) in procuring 40- acre site for current 70,000 SF

DRS/Customs and Border Protection facility in McAllen, Texas. 2007-2008

Successfully leased 30,000 SF to Cinemark Theaters for their **first** US dinner theater: Cinemark Movie Bistro (2013)

Successfully identified site (25 AC) in Westover Hills, San Antonio, that was awarded a 197,000 SF VA Community Based Outpatient Clinic.

Successfully procured a 60 AC site for IDEA Public Schools' Toros (Soccer) Campus

POSITION: President, Perimetry Property Services McAllen, Texas (September, 2007 - Present) **RESPONSIBILITIES:**

Third Party property management of commercial real estate in South Texas.

POSITION: Project Director, South Texas Minority Business Opportunity Committee (MBOC), The University of Texas-Pan American, Office of Center Operations and Community Services, Edinburg, Texas. (October, 1999 - October, 2005)

RESPONSIBILITIES:

Responsible for directing the day-to-day operations of the South Texas MBOC as well as supervising and assisting five full time staff members and one intern. The function of the South Texas MBOC is to coordinate, identify, and disseminate information on procurement, international trade, and financial opportunities to minority businesses in the Rio Grande Valley. As Director, my role is to organize and coordinate the MBOC, its subcommittees and task forces, provide professional and program guidance, assure adequate MBOC outreach to public and private sector organizations.

ACCOMPLISHMENTS:

Acquired three-year federal grant (U.S. Dept. of Commerce Minority Business Development Agency) to operate MBOC. Managed the coordination of over twenty trade missions to Mexico exposing over 50 export- ready companies to the Mexican market. Coordinated the 2nd South Texas Construction Conference, with over 200 participants each. Developed and Coordinated annual Market Opportunities & Networking for Entrepreneurial Youth (MONEY) Conference-an event geared towards future entrepreneurs. Co-developed policies and principles of the South Texas Mentor-Protege Program, a program that matches expert/experienced firms with developing/ protege firms.

- **EDUCATION**

The University of Texas at Austin May, 1998
Bachelor of Business Administration
Major: Finance. Concentrations: English, Accounting.

- **SKILLS**

- Bilingual (English, Spanish) Write, Read & Speak.
- Proficient in all MS Office products.
- IT hardware/software installation and integration.

- **ASSOCIATIONS/ MEMBERSHIPS**

- Greater McAllen Association of Realtors (GMAR) 2008 - Present
- San Antonio Board of Realtors (SABOR) 2017 - Present
- Harlingen - Brownsville MLS 2020 - Present
- McAllen Traffic Advisory Board Member (2016 - Present)
- McAllen Historic Preservation Council Board Member (2016 - Present)

Pete Garcia
San Juan



San Juan EDC Board 2015 Member
Region ESL Member
Head Start Advisory Member 2013-2015
San Juan Housing Authority Member 2015
PSJA School Board Member 2004-2013
Hidalgo County Appraisal District Board of Directors Board Member 2009-2013, 2018-19

Richard A. Garza



Hidalgo County Appraisal District is responsible for appraising all real and business personal property within Hidalgo County. The district appraises property according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal practices (USPAP).

Lifelong Resident of the Rio Grande Valley

Received Real Estate License at age 18

BBA in Finance, Pan American University

Married to Dr. Sylvia Sanchez Garza, Ph.D for 32 years.

My wife and I have raised 4 sons. Ricky, Dr. Joseph, Matthew & Lucas

Real Estate Broker, BIC Realty for over 44 years

President of BIC Investments, GR Land Co., Garco LTD., BIC Development., Gold Star Holdings, Ice House Ranches, GR Inversiones & Anacahuillas Investment Companies

Chairman of Cuartitos.com, a cargo shipping container leasing Co.

Lifetime member of McAllen Board of Realtors & Edinburg Board of Realtors

Member of Texas Association of Realtors since 1977

Past Zoning Commissioner of the City of McAllen Planning & Zoning Board

Past Vice-President of Finance Discovery Montessori School Board

Current Director of Plazas Del Lago HOA Finance

Chairman, Hidalgo County Appraisal District Board of Directions 1991 to Present

Past Boy Scouts of America- Troup Leader

Current Director, Texas Land Developers Association

Current Member of Santa Gertrudis Breeders International

Previous Member of Edinburg Hospital Authority Board of Directors

Member of Las Villas at South Padre Island Board of Directors

Member of Holy Spirit Catholic Church

Previous Director of Edinburg Chamber of Commerce Board of Directors

Current Member of Edinburg Chamber of Commerce

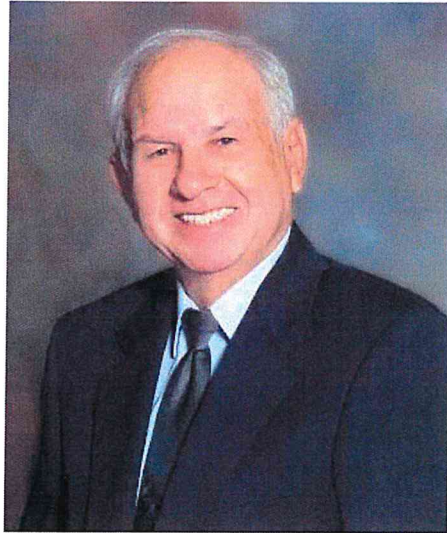
Current Member of McAllen Chamber of Commerce

Current Member of McAllen Hispanic Chamber of Commerce

**Joe Olivarez
Weslaco**

No Bio or Photo Provided

**Amador Requenez
Mission**



Owner & operator of Valley Welding Steel & Steel Fabrication in Mission since 1970
Owner & Operator of Valley Crane Service since 1970
Member of the (AGC) Associated General Contractors of America for 43 years
Member of Mission Chamber of Commerce for 20 and Director for 4 years
Member of Mission Rotary for 20 years
Served on Board of Hidalgo County Water District #6
Served on the Hidalgo PIC (Private Industry Council)
Served on Hidalgo County Appraisal District Board of Directors from 1992 to Present
Current Secretary Hidalgo County Appraisal District Board of Directors 2012 to Present

Rodgers Paul Truitt
Edinburg, TX

- Current member of the Criminal Justice Advisory Committee (5 years)
- General Adjuster – Engle Martin & Associates (4 years)
- Current Insurance Appraiser for multiple Insurance Carriers (8 years)
- Past Secretary of St. Paul's Lutheran Church Council (1 year)
- Past President of Edinburg Baseball and Softball Association (3 years)
- Past Professor of Psychology – South Texas College (13 years)
- Master of Arts in Clinical Psychology – St. Mary's University (1999)
- Bachelor of Arts in Psychology – Baylor University (1997)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: November 9, 2021

MEETING DATE: November 15, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing four (4) regular members to the Planning and Zoning Commission.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The term of regular members, Romeo Robles, Andy Castro, Rafael Munguia, and Charlie Ramirez are set to expire on December 6, 2021.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends reappointment of regular members, Romeo Robles, Andy Castro, Rafael Munguia, and Charlie Ramirez.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 11/9/2021
Approved - 11/10/2021
Approved - 11/11/2021
Final Approval - 11/12/2021

STATE OF TEXAS

§
§
§

RESOLUTION NO. R-2021-____

CITY OF PHARR

WHEREAS, there is hereby a City Planning and Zoning Commission which shall function by making plans and acting as a Zoning Commission being composed of seven (7) members and four (4) alternates to be appointed by the Board of Commissioners, and

WHEREAS, the terms of Romeo Robles, regular member; Andy Castro, regular member; Rafael Munguia, regular member; and Charlie Ramirez, regular member expires December 6, 2019; and

WHEREAS, appointment/re-appointment of four (4) regular members need to be made at this time in accordance with City Ordinance No. O-2007-48 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than two (2) Pharr board or committee concurrently.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

The following residents of the City of Pharr are hereby appointed as regular members of the Planning and Zoning Commission.

NAME:	LENGTH OF TERM
1. _____	2-year term (expiring December 6, 2023)
2. _____	2-year term (expiring December 6, 2023)
3. _____	2-year term (expiring December 6, 2023)
4. _____	2-year term (expiring December 6, 2023)

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 15th day of November, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARRERA, ASST. CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: November 9, 2021

MEETING DATE: November 15, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing two (2) regular members to the Board of Adjustment.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The terms of regular members, Danny Wylie and Rafael Munguia, are set to expire on December 14, 2021.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends reappointment of regular members, Danny Wylie and Rafael Munguia.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 11/9/2021
Approved - 11/10/2021
Approved - 11/11/2021
Final Approval - 11/12/2021

STATE OF TEXAS

§

RESOLUTION NO. R-2019-__

CITY OF PHARR

§

§

WHEREAS, the Board of Commissioners shall appoint a Board of Adjustment composed of five (5) regular members and two (2) alternate members who shall be residents of the City of Pharr, Texas; and

WHEREAS, the terms of regular members, Danny Wylie and Rafael Munguia, expire on December 14, 2021; and

WHEREAS, appointment/re-appointment of two (2) regular members needs to be made at this time in accordance with City Ordinance No. O-2007-48 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than two (2) Pharr board or committee concurrently.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

The following residents of the City of Pharr are hereby appointed as regular members of the Board of Adjustment.

NAME:

LENGTH OF TERM

1. _____

2-year term (expiring December 14, 2023)

2. _____

2-year term (expiring December 14, 2023)

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 15th day of November, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA BARERRA, ASST. CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: November 12, 2021

MEETING DATE: November 15, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement for Project/Construction Management Services for the Administrative Fire/EMS Headquarters Project.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Staff would like to engage the services at the onset of the project in order to ensure efficiency and effectiveness of the project

Fiscal Consideration: TBD

Staff Recommendation: Approval

Alternatives: disapprove

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Edward Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: November 12, 2021

MEETING DATE: November 15, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract for Project/Construction Management Services for Golf Course Project

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: CC authorized and exploratory project to renovate the existing golf course and clubhouse.

Fiscal Consideration: TBD

Staff Recommendation: Approval

Alternatives: Disapprove

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Edward Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: November 12, 2021

MEETING DATE: November 15, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on authorizing City Manager to negotiate and enter into a contract for Project/Construction Management Services for the Southside Storm Water Detention Pond and Dog Park Project.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Project and construction management services for the detention pond/dog park

Fiscal Consideration: TBD

Staff Recommendation: Approval

Alternatives: disapprove

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Edward Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase last mile material for the citywide Fiber Project Phase 3 through 5 from Graybar, Inc, out of Fort Worth, TX, through OMNIA Cooperative Contract #EV2370 in an amount not to exceed \$1,856,476.32.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: This material list is needed for all home installations for phase 3 through 5.

Fiscal Consideration: \$1,856,476.32

Staff Recommendation: Staff recommends approval of proposal from Graybar.

Alternatives: Alternate supplier.

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 11/10/2021
Approved - 11/10/2021
Approved - 11/11/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



4601 CAMBRIDGE RD
FORT WORTH TX 76155-2233
Phone: 817-213-1493
Fax: 817-213-1509

To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Ignacio Amezcua
Phone: 956-702-5300
Fax: 956-702-5318
Email: Eddie.Shamp@Graybar.com

Date: 11/10/2021
Proj Name: CITY OF PHARR LAST MILE
GB Quote #: 0239326019 Rev-1
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 11/10/2021
Valid To: 12/10/2021
Contact: Eddie Shamp
Email: eddie.shamp@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

- Notes:**
- + Please reference Graybar Quote # in all correspondence.
 - + If an order needs to be tax exempt, please include that in your email and attach tax exempt form.
 - + Graybar Quote number must be on all Purchase Orders to obtain this pricing.
 - + Our Customer Service Team contact numbers are 817-213-1500 (phone) and 817-213-1509 (fax) to assist you with your order.
 - + Non-cancel, Non-returnable.
 - + TII must be ordered in qty's quoted or more to process.+ TYTON ties must be ordered in qty's quoted or more to process.
 - + Qty's noted on how to order per line item noted.

All orders under the OMNIA purchasing co-operative, contract # EV2370. Please note that due to raw material issues, force majeure, and other market conditions that pricing and lead times can be subject to change at any time. Material releases under a full truck load could be subject to ground shipping charges.

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		150 EA	COMMSCOPE	MR3919-000	FDSC-GATOR-12F-T	\$46.64	1	\$6,996.00
GB Part #: 25230601 UPC #:								
Item Note: GRAYBAR STOCK MUST BE ORDERED IN MULTIPLES OF 10								
200		14,300 EA	PRECISION REEL CABLE	PFFLEXNID- C01000000	FLEX NID PATCH AND SPLICE W/ SCA ADAPTE	\$23.58	1	\$337,194.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Ignacio Amezcua

Date: 11/10/2021
Proj Name: CITY OF PHARR LAST MILE
GB Quote #: 0239326019 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GB Part #: 26550712 UPC #:

300	715 EA	PRECISION REEL CABLE	PFMDU-8SCA- SXX	PRECISION MDU NID 8 FIBER ADAPTERS (SC/APC) W/ SPLICE TRAY	\$127.03	1	\$90,826.45
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400	14,310 EA	TII NTWRK TE	RTK-S	TII - RTK-S SPLIT RISER TUBE KIT UOM = CASE (30 UNITS/CASE)	\$4.88	1	\$69,832.80
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Item Note:
FACTORY STOCK
DROPSHIP PRICE SUBJECT TO CHANGE *
MUST ORDER IN QTY'S OF 30

500	14,300 EA	TII NTWRK TE	RTK-CL		\$0.45	1	\$6,435.00
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Item Note:
FACTORY STOCK
DROPSHIP PRICE SUBJECT TO CHANGE *
MUST ORDER IN QTY'S OF 200

600	143,000 EA	PANDUIT ELECTRICAL	PLT3S-C0	LOCKING TIE BLK 11.5IN	\$21.00	100	\$30,030.00
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GB Part #: 88199674 UPC #: 07498354067

Item Note:
Sold in packs of 100, UV rated. A safe number of consumable is 10 tie wraps per install so 14,300 homes x 10 tie wraps per home is 143,000 tie wraps total.

700	572 EA	PRECISION REEL CABLE	PF-ASI-502	HIGH PERFORMANCE SILICONE CLEAR	\$7.43	1	\$4,249.96
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800	715 EA	TELECRAFTER	G4BK-03	FLEX CLIP CAT3 GROUND 1FIBER BLACK	\$4.46	1	\$3,188.90
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To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Ignacio Amezcua

Date: 11/10/2021
Proj Name: CITY OF PHARR LAST MILE
GB Quote #: 0239326019 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GB Part #: 25986893 UPC #:
Item Note: **EACH BAG HAS QTY 100**
 ETA MID NOV

900	143 EA	TELECRAFTER	G4BK-05	4.8MMFIBER CAT5 EXTERIOR FLEXCLIP 100/BG	\$4.46	1	\$637.78
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GB Part #: 25898827 UPC #:
Item Note: **EACH BAG HAS QTY 100**
 ETA MID NOV

1000	572 EA	PRECISION REEL CABLE	PF-K824	CONICAL ANCHOR KIT - #8 HEX HEAD WASHER SCREW AND #8-10 ANCHOR WITH DRILL BIT	\$8.35	1	\$4,776.20
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1100	145,000 EA	PRECISION REEL CABLE	PR14CCS-45	14AWG CCS TRACER WIRE 45MIL ORANGE PRICED PER 1 000 FT BUT SOLD IN REELS OF 2 500 FT.	\$90.00	1000	\$13,050.00
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Item Note: **Priced per 1,000 ft but sold in reels of 2,500 ft.**

1200	143 EA	GREENLEE	430G	TWINESPIRAL WRAP 1 PLY/GRAYBAR BUCKET	\$34.12	1	\$4,879.16
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GB Part #: 98333670 UPC #: 78331005539
Item Note: **GRAYBAR STOCK**

1300	14,300 EA	PRECISION REEL CABLE	PF-FLEXPL-A- 0000	FLEX WALL PLATE W/ SCA ADAPTERS	\$8.51	1	\$121,693.00
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GB Part #: 26550705 UPC #:

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Ignacio Amezcua

Date: 11/10/2021
Proj Name: CITY OF PHARR LAST MILE
GB Quote #: 0239326019 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

1500	7,150 EA	PRECISION REEL CABLE	PFSCA-SCA- 2MM-2.0		\$5.35	1	\$38,252.50
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1600	7,150 EA	PRECISION REEL CABLE	PFSCA-SCA- 2MM-3.5		\$5.73	1	\$40,969.50
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1700	800 EA	PRECISION REEL CABLE	PF-ONT-NID	ONT NID OUTSIDE HOUSE BOX	\$38.25	1	\$30,600.00
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GB Part #: 26487676 UPC #:

Item Note: This would be an outdoor NID and used with some installs instead of the indoor PF FLEX NID.

1800	715 EA	PRECISION REEL CABLE	PR108-30B-10A	SCA-SCA ZBLSIC CC I/O 3MM BLK 10FT	\$6.42	1	\$4,590.30
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GB Part #: 26487677 UPC #:

Item Note:

1900	2,860 EA	PRECISION REEL CABLE	PR108-30B-25A	SCA-SCA ZBLSIC CC I/O 3MM BLK 25FT	\$8.88	1	\$25,396.80
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GB Part #: 26487681 UPC #:

Item Note:

2000	3,575 EA	PRECISION REEL CABLE	PR108-30B-50A	SCA-SCA ZBLSIC CC I/O 3MM BLK 50FT	\$11.82	1	\$42,256.50
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GB Part #: 26487683 UPC #:

Item Note: GRAYBAR STOCK

2100	3,575 EA	PRECISION REEL CABLE	PR108-30B-75A	SCA-SCA ZBLSIC CC I/O 3MM BLK 75FT	\$19.13	1	\$68,389.75
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GB Part #: 26487685 UPC #:

Item Note: GRAYBAR STOCK

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Ignacio Amezcua

Date: 11/10/2021
Proj Name: CITY OF PHARR LAST MILE
GB Quote #: 0239326019 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

2200	2,145 EA	PRECISION REEL CABLE	PR108-30B-100A	SCA-SCA ZBLSIC CC I/O 3MM BLK 100FT	\$26.38	1	\$56,585.10
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GB Part #: 26487687 UPC #:
Item Note: GRAYBAR STOCK

2300	715 EA	PRECISION REEL CABLE	PR108-30B-150A	SCA-SCA ZBLSIC CC I/O 3MM BLK 150FT	\$33.70	1	\$24,095.50
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GB Part #: 26487689 UPC #:
Item Note:

2400	715 EA	PRECISION REEL CABLE	PR108-30B-200A	SCA-SCA ZBLSIC CC I/O 3MM BLK 200FT	\$42.98	1	\$30,730.70
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GB Part #: 26487691 UPC #:
Item Note:

2500	14 EA	PRECISION REEL CABLE	PR108-30B-250A	SCA-SCA ZBLSIC CC I/O 3MM BLK 250FT	\$52.53	1	\$735.42
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GB Part #: 26487693 UPC #:
Item Note:

2600	214,500 EA	PRECISION REEL CABLE	PR108-30B-1500	SCA-SCA INDOOR- OUTDOOR 3MM BLK 1500FT	\$0.13	1	\$27,885.00
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GB Part #: 26512377 UPC #:
Item Note: 1,500 ft reels. Priced per foot and sold in 1,500 ft reel increments.

2700	14,300 EA	PRECISION REEL CABLE	PR1236DT-B	DESKTOP PRO UPS 12V 36W	\$54.00	1	\$772,200.00
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GB Part #: 26338790 UPC #:
Item Note: Qty 1 per home however some providers only give battery backup to customers with bundled service. What is Pharr planning to give out?

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Ignacio Amezcua

Date: 11/10/2021
Proj Name: CITY OF PHARR LAST MILE
GB Quote #: 0239326019 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Total in USD (Tax not included): **\$1,856,476.32**

**Delivery: LEAD TIMES NOTED PER LINE ITEM,
IF GRAYBAR STOCK TRANSIT TIME 3-7 BUSINESS DAYS
NON-STOCK ITEMS FROM PRECISION IS TO BE CONFIRMED AT RECEIPT OF ORDER**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Ignacio Amezcua

Date: 11/10/2021
Proj Name: CITY OF PHARR LAST MILE
GB Quote #: 0239326019 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: November 11, 2021

MEETING DATE: November 15, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase fiber optic data center and home equipment for the citywide Fiber Project from Calix, Inc, through sole source proposal in an amount not to exceed \$4,673,482.90.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City is needing a management system for the fiber optic network. Calix is only vendor that offers full scope solution of backend fiber equipment, home fiber unit, wireless access points and customer mobile application.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval of Calix sole source proposal.

Alternatives: Alternate solution which needs multiple vendors to manage.

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 11/11/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



Network Configuration & Quotation

Customer Name: City of Pharr, Texas
Project Name: E9 PON Option
Quote Description: E9 XGSPON 14300 Subs
Author Name: Richard Bell
Contact Name:

Quote Reference Number: 661018A-6
Quote Type: Access
Date Created: November 9, 2021
Date Modified: November 11, 2021
Quote Expiration: December 9, 2021



group 1 Equipment

E9	Price	Qty	Ext. Price
000-00919 E9-2 Five Shelf OLT System Package (5 x Shelves, 20 x Fans, 5 x Installation Kits)	\$4,712.50	3	\$14,137.50
100-04465 E9-2 CLX3001 Aggregation and Common Control Card (4xCDFP, 2xQSFP28, 8xSFP+, 2xSFP) CLEI: BVL3A98FAD	\$10,396.75	8	\$83,174.00
100-04713 CDFP to 4 x 100GE QSFP28 Direct Attach Breakout Cable (DAC), 1m, passive CLEI: BVPQAFTUAA	\$422.50	19	\$8,027.50
100-04494 E9-2 NG1601 16 port line card (4xQSFP28, 16x10GPON OIM) CLEI: BVL3A99FAD	\$14,917.50	20	\$298,350.00

EXOS ONT	Price	Qty	Ext. Price
100-05463 GP1100X GigaPoint, 1 2.5GE, 1 POTS - AM Power Adapter CLEI: BVMGZ10ARA	\$119.52	14300	\$1,709,136.00

GigaSpire	Price	Qty	Ext. Price
000-01177 GS2028E, GigaSpire BLAST u4, Dual band 2x2 Wi-Fi 6, GE WAN, 2 GE LAN, 1 USB, AM Power Adapter	\$98.00	10725	\$1,051,050.00
000-01174 GS4227E GigaSpire BLAST u6.2, 2.5G WAN, 4 GE LAN, dual band Wi-Fi 6, 2 POTS, 1 USB, AM Power Adapter	\$167.30	3575	\$598,097.50

OIM 100GE Transport	Price	Qty	Ext. Price
100-04744 QSFP28 100GE Single Mode Optical Transceiver 10km, 1310nm, Dual LC, C-Temp CLEI: BVL3A78FAA	\$3,297.25	8	\$26,378.00
100-04997 QSFP28 100GE Single Mode Optical Transceiver 25km-40km, 1310nm, Dual LC, C-Temp CLEI: BVL3BBJFAA	\$7,697.25	4	\$30,789.00

OIM 10G PON	Price	Qty	Ext. Price
100-05644 XGS-PON XFP, 10G/10G, Class E1, 1577/1270nm, Single Fiber Transceiver, 20km, C-Temp, OLT, E-Series CLEI: BVL3BCTFAA	\$852.50	280	\$238,700.00



Network Configuration & Quotation

Customer Name: City of Pharr, Texas
Project Name: E9 PON Option
Quote Description: E9 XGSPON 14300 Subs
Author Name: Richard Bell
Contact Name:

Quote Reference Number: 661018A-6
Quote Type: Access
Date Created: November 9, 2021
Date Modified: November 11, 2021
Quote Expiration: December 9, 2021

group 1 Equipment Total \$4,057,839.50



group 1 Professional Services

Services - Hardware

Ext. Price

110-01370	\$2,500.00
Network Management Software - Turn up or Upgrade CLEI: NA	
110-01525	\$3,500.00
Network Design, Turn up - L2 - Add 1 E9 Node CLEI: NA	
110-01340	\$6,000.00
Network Design, Turn up - L2 - 1 Node Base CLEI: NA	
110-01430	\$6,295.00
Essential Support Entitlement <500	

group 1 Professional Services Total \$18,295.00



group 1 Subscriptions

AXOS

Duration Price Qty Ext. Price

130-00491	1 Year	\$4.99	500	\$2,495.00
AXOS Framework per Subscriber Annual Term License				

Services

Duration Price Qty Ext. Price

110-01442	1 Year	\$2,940.00	2	\$5,880.00
Education Subscription - Public vILT & eLearning; Per person rate for 5 or fewer named learners CLEI: NA				

Training

Duration Price Qty Ext. Price

110-01473	1 Year	\$3,200.00	1	\$3,200.00
Revenue EDGE eLearning enterprise subscription				

group 1 Subscriptions Total \$11,575.00

group 1 Grand Total \$4,087,709.50

Package Details:



Network Configuration & Quotation

Customer Name: City of Pharr, Texas
Project Name: E9 PON Option
Quote Description: E9 XGSPON 14300 Subs
Author Name: Richard Bell
Contact Name:

Quote Reference Number: 661018A-6
Quote Type: Access
Date Created: November 9, 2021
Date Modified: November 11, 2021
Quote Expiration: December 9, 2021

000-00919	package consists of the following:	Qty
100-04470	E9-2 Fan Module	20
100-04469	E9-2 Shelf, 2RU, 2 Slots, Includes 19" horizontal mount brackets	5
100-05200	E9-2 Installation Kit (23" mounting brackets, power cables, #6 AWG ground, Cable Guides)	5
000-01177	package consists of the following:	Qty
100-05493	GS2028E, GigaSpire BLAST u4, Dual band 2x2 Wi-Fi 6, GE WAN, 2 GE LAN, 1 USB, AM Power Adapter	1
000-01174	package consists of the following:	Qty
100-05415	GS4227E GigaSpire BLAST u6.2, 2.5GE WAN, 4 GE LAN, Dual 11ax Wi-Fi, 2 POTS, 1 USB, AM Power Adapter	1

group 1 Scope of Work, Notes & Assumptions

Professional Services:

This Scope of Work ("SOW") is effective as of the date of the Customer Purchase Order ("Effective Date"), the service or services are detailed as follows:

Management Software Service -- Turn up or Upgrade (110-01370) (Service)

SCOPE OF WORK

Calix will:

1. Access customer network via VPN or agreed mechanism.
2. Download the latest approved Management software (CMS or SMx) from the Calix web portal to the customer server.
3. Install new Management software or upgrade existing Management software.
4. Verify all Management software processes are running properly.

REQUIREMENTS

1. Any Northbound Interface, OSS/BSS Integration and/or API call assistance to the Customer server is not included in this Service
2. Customer to provide the Virtual Machine, CentOS and all required hardware
3. All physical work (installation and power of physical hardware) required has been completed prior to implementation by the Customer
4. Customer will furnish necessary information to provision services promptly
5. A customer technician will be on-site to assist with all physical tasks and services verification
6. Remote support only; uninterrupted remote network access required
7. Customer server specifications must meet or exceed the Management software requirements
8. Service is for CMS or SMx only.
9. Service is for a single instance of the Management Software on the Customer Network.
10. Service assumes the software upgrade will be a single step, multiple upgrade steps will require a custom quote.

Professional Services:

This Scope of Work ("SOW") is effective as of the date of the Customer Purchase Order ("Effective Date"), the service or services are detailed as follows:



Network Configuration & Quotation

Customer Name: City of Pharr, Texas
Project Name: E9 PON Option
Quote Description: E9 XGSPON 14300 Subs
Author Name: Richard Bell
Contact Name:

Quote Reference Number: 661018A-6
Quote Type: Access
Date Created: November 9, 2021
Date Modified: November 11, 2021
Quote Expiration: December 9, 2021

Network Design, Turn up - L2 - 1 Node Base (110-01340), Network Design, Turn up - L2 - Add E7, E3, C7 Node (110-01341) or Network Design, Turn up - L2 - Add 1 E9 Node (110-01525) (Service)

SCOPE OF WORK

Calix will:

1. Create a Network Engineering Spec Book to detail the new Calix equipment and configuration details
2. Consult with the Customer on the network configuration details - Customer to provide all required physical and logical details
3. Review the data and prepare a Network Engineering Spec Book (NESB) for the new Calix equipment with the following:
 1. Physical Network architecture and connection detail
 2. Detailed configuration data
 3. Detailed provisioning data
 4. IP network information
 5. Network diagrams
 6. Calix Equipment List
4. Schedule a call with the Customer and review the Network Engineering Spec Book
5. The Professional Services Network Engineer will remotely access the network to turn up and test the new Node as detailed in the approved NESB. The following is the test plan that will be followed, the results will be recorded in a final report to the Customer:
 1. Grounding - Customer will verify grounding is properly completed
 2. Power - Customer will record power levels at the shelf inputs, rectifier outputs, PDBs and fuse/breaker panels
 3. Optical Readings - Customer to test Optical levels with a light meter. Levels will be verified to be within range of Calix equipment specifications
 4. Facility Protection - Customer and Calix - Protected facilities between cabinet/equipment location and the CO will be tested by causing link failures and verifying service continuity on work and protect paths
 5. Modular Chassis - Customer and Calix will verify both sides of the stacking ring by failing and verifying service continuity. A file transfer will be running for the duration of the protection tests
 6. Alarming - Customer and Calix will test battery, environmental (contact closures), equipment removal from shelf (remove 1 card per shelf), and optical failure alarms, as applicable
 7. Timing - Calix will verify timing provisioning and status is correct according to engineering documents
 8. In-band Management - Calix will verify all shelves are reachable via CMS or GUI Management
 9. Data Test - Customer and Calix - Data/Internet will be tested on one port per Calix Node. Upload and download speeds will be recorded and verified. If Internet connectivity is not available, data will be validated by performing up and downstream file transfer successfully
 10. Voice Test - Customer and Calix - Voice services will be tested on one port per Calix Node. This includes inbound calling and outbound calling.
6. Calix will update the NESB with test results and provide document to Customer

REQUIREMENTS

1. Service includes turning up a Node in Layer 2 only.
2. Base Package is for one (1) new Calix Node.
 1. A Node is a network element with a unique management IP address.
 2. A Node can have multiple shelves that share a single management IP address
 1. C7 or E7 EXA -- a Node can be a single shelf or multiple shelves in a MCC stack
 2. E3 or E7 AXOS -- each shelf is a single Node
 3. E9 AXOS -- a Node can be a single shelf or multiple shelves
3. Part number 110-01340 is the base package for the first Node, part numbers 110-01341 and 110-01525 are add-on packages for each additional node on the same network. The additional shelf package is not valid if there is more than a 48-hour delay between each shelf being turn up
4. Remote support only; uninterrupted remote network access required
5. Customer to provide all details for any new Calix equipment that will be added to the network
6. The NESB must be approved by all parties prior to scheduling the turn up of the Node
7. Customer is responsible for all physical tasks required
8. Customer is responsible for provisioning and testing all 3rd party equipment required to implement this Service
9. This Service assumes work is continuous without delay, time spent troubleshooting issues will require a change notice
10. Customer is responsible for service provisioning



Customer Name: City of Pharr, Texas
Project Name: E9 PON Option
Quote Description: E9 XGSPON 14300 Subs
Author Name: Richard Bell
Contact Name:

Network Configuration & Quotation

Quote Reference Number: 661018A-6
Quote Type: Access
Date Created: November 9, 2021
Date Modified: November 11, 2021
Quote Expiration: December 9, 2021

- 11. This Service does not include software upgrades
- 12. SMx, CMS or DPx turn up is not included in this Service
- 13. This service is for remote support. On-site support requires a custom quote
- 14. Service is a new Node Turn up, ring insertions or maintenance work is not included.



Customer Name: City of Pharr, Texas
Project Name: E9 PON Option
Quote Description: E9 XGSPON 14300 Subs
Author Name: Richard Bell
Contact Name:

Network Configuration & Quotation

Quote Reference Number: 661018A-6
Quote Type: Access
Date Created: November 9, 2021
Date Modified: November 11, 2021
Quote Expiration: December 9, 2021



group 1 Optional

Extended Warranty

	Price	Qty	Ext. Price
110-01165	\$20.16	14300	\$288,288.00
Extended Warranty - Upfront - 4 years for 100-05463			
110-01162	\$274.80	8	\$2,198.40
Extended Warranty - Upfront - 5 years for 100-04465			
110-01164	\$100.20	15	\$1,503.00
Extended Warranty - Upfront - 5 years for 100-04469			
110-01162	\$274.80	20	\$5,496.00
Extended Warranty - Upfront - 5 years for 100-04494			
110-01165	\$20.16	3575	\$72,072.00
Extended Warranty - Upfront - 4 years for 100-05415			
110-01165	\$20.16	10725	\$216,216.00
Extended Warranty - Upfront - 4 years for 100-05493			

group 1 Optional Total **\$585,773.40**



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: November 12, 2021

MEETING DATE: November 15, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase sound system for the Pharr Natatorium from Telepro Communications out of Mission, TX, through TIPS Cooperative Contract #200105 in an amount not to exceed \$168,306.08.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City is needing to implement a multizone sound and PA system for the Natatorium. This proposal covers speakers, control panels, audio inputs and microphones at multiple locations along with all labor for installation/configuration/training.

Fiscal Consideration: \$168,306.08

Staff Recommendation: Staff recommends approval of proposal from Telepro Communications.

Alternatives: Alternate solution

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena

Ignacio Amezcua

Karla Saavedra

Patricia Rigney

Anali Alanis

City Management Office

Created/Initiated - 11/12/2021

Approved - 11/12/2021

Approved - 11/12/2021

Approved - 11/12/2021

Approved - 11/12/2021

Final Approval - 11/12/2021



November 11, 2021

CITY OF PHARR
118 S CAGE BLVD
PHARR, TX 78577

Re: CITY OF PHARR- PHARR AQUATIC CENTER AV
Bid # Q03528

Dear CITY OF PHARR:

Thank you for the opportunity to submit the following proposal for the above referenced project.

Scope of Work:

TIPS #200105

JOB DESCRIPTION:

-PROVISION AND INSTALLATION OF A BUILDING PA SYSTEM FOR AQUATIC CENTER.
(21) AUDIO ZONES, (2) MICROPHONE LOCATIONS, (2) AUDIO CONTROL STATIONS.

FOUR CHANNEL NETWORK AMPLIFIER FOR THE Q-SYS ECOSYSTEM- QSC CX-Q 4K4	8.00	EA	@	2,925.00	\$23,400.00
Q-SYS NETWORK I/O PROCESSOR- QSC CORE NANO	8.00	EA	@	1,503.00	\$12,024.00
VOLUME AND SOURCE CONTROL- QSC AXON C1	14.00	EA	@	513.00	\$7,182.00
IN-WALL OR TABLE TOP TOUCH SCREEN CONTROLLER- QSC TSC- 80W-G2	3.00	EA	@	1,350.00	\$4,050.00
DANTE NETWORKED AUDIO WALL PLATE- QSC UND6IO-BT	6.00	EA	@	837.00	\$5,022.00
FULL-RANGE 2-WAY 12-INCH HIGH OUTPUT 90X60 GRAY- BIAMP R.5- 96MAX	6.00	EA	@	2,248.20	\$13,489.20
SHURE MICROFLEX MX418D/C GOOSENECK CARDIOID CONDENSER MICROPHONE- SHURE MX418D/C	2.00	EA	@	336.60	\$673.20
HANDHELD WIRELESS MICROPHONE- AUDIO TECHNICA ATW-2120BI	2.00	EA	@	341.10	\$682.20



Re: CITY OF PHARR- PHARR AQUATIC CENTER AV
Bid # Q03528

1 1/2" PVC CONDUIT- HERITAGE PLASTICS 9306	500.00	LF	@	6.07	\$3,034.80
6.5" COAXIAL CEILING LOUDSPEAKER WITH HF COMPRESSION DRIVER WITH 60W MULTI-TAP TRANSFORMER- HARMAN CONTROL 227CT					
	64.00	EA	@	300.51	\$19,232.64
12/2 OSP SPEAKER WIRE- WEST PENN AQ227BK1000	8,000.00	LF	@	0.91	\$7,277.76
14/2 PLENUM SPEAKER WIRE- WEST PENN 25226BGY1000	20,000.00	EA	@	0.42	\$8,400.00
CATEGORY 6 CABLE BLUE- PANDUIT PUP6C04BU-U	20,000.00	LF	@	0.47	\$9,400.00
CATEGORY 6 MINI-COM MODULE- BLUE- PANDUIT CJ688TGBU	40.00	EA	@	12.22	\$488.80
CATEGORY 6 PATCH CORD 1FT BLUE- PANDUIT UTPSP1BUY	40.00	EA	@	10.57	\$422.80
CATEGORY 6 24 PORT PATCH PANEL- PANDUIT CPP24FMWBLY	2.00	EA	@	44.59	\$89.18
LABOR (2) TECHS	475.00	RT	@	112.50	\$53,437.50
				Total Price	\$168,306.08

* * *

I hope you find this proposal complete and to your satisfaction.

Sincerely,
Edgar Rodriguez
Project Estimator
956-618-2360



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: November 3, 2021

MEETING DATE: November 15, 2021

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on authorization for the City Manager to enter into an agreement with Pyro Shows of Texas for the New Year's Eve Fireworks Display on December 31, 2021.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: As part of the New Year's Eve Ball Drop Celebration on December 31, 2021, the City is proposing a fireworks display in downtown Pharr at the stroke of midnight to ring in the new year. Staff is proposing that the City Manager enter into an agreement with Pyro Shows of Texas to provide the fireworks display in the amount of \$10,500. The display will also include confetti cannons as part of the display.
(PROJECT# 2122-01-530-IPQ017-001)

Fiscal Consideration: The fireworks display is budgeted as part of the New Year's Eve Ball Drop event.

Staff Recommendation: Based on review by this office, staff recommends approval of the authorization for the City Manager to enter into an agreement with Pyro Shows of Texas for the New Year's Eve Fireworks display in the amount of \$10,500.00.

Alternatives: Cancel the fireworks display

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Pilar Rodriguez
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 11/3/2021
Approved - 11/10/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021

Contract Agreement

This Agreement made this 20th day of October 2021, by and between PYRO SHOWS OF TEXAS, Inc., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas, 76135, and hereinafter referred to as “**PYRO SHOWS OF TEXAS**” and **CITY OF PHARR** with its principle place of business located at 118 S. Cage Blvd., Pharr, in the State of Texas, hereinafter referred to as “Customer”.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to Customer a firework display, hereinafter referred to as “Show”, pursuant to the project/sales order #21-TX-12-31-C-10500-000144 dated this 20th Day of October. The Show will be given on the 31st day of December 2021. Rain date/postponement date: [REDACTED].

- I. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VI. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought



in the Courts of Hidalgo County in the State of Texas, and the Parties hereby submit themselves to the jurisdiction of said Courts and waives their rights to proceed against each other in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

- VIII. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- IX. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.
- X. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XI. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XII. **PAYMENT TERMS:** City of Pharr shall pay PYRO SHOWS \$10,500 plus applicable taxes according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$5,250) upon return of signed contract by November 3, 2021. Balance will be due in the PYRO SHOWS office prior to day of show.
- XIII. **GOVERNING LAW.** This Agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by, the laws of the State of Texas. Venue for any legal proceeding, cause of action or suit arising out of or related to this Agreement shall exclusively lie with a court of competent jurisdiction in Hidalgo County, Texas, any legal proceeding, cause of action or suit arising out of or related to this Agreement shall be exclusively brought in any court of competent jurisdiction in Hidalgo County, State of Texas, and for this purpose each party expressly and irrevocably consents to the exclusive jurisdiction of said courts.
- XIV. **TAXES:** Customer shall be responsible for all applicable sales taxes.
- IMPORTANT:** Checks must be made payable to PYRO SHOWS, INC.
- All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____
Chad Stanley, General Manager

DATE: _____

CUSTOMER

BY: _____
Signature

Printed Name

Title

DATE: _____

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.B.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Olga Garza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR: Olga Garza

Agenda Item: Consideration and action, if any, authorizing the City Manager to award the supply contract for the purchase of RCP Pipe, Manholes, & Inlets for Public Works Department to Core & Main out of Edinburg, TX

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: We received a sole bid from Core & Main LP on November 2, 2021 for the purchase of reinforced concrete pipe, manholes, and inlets.
(PROJECT# 2122-01-517-SP001-315)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Garza
Olga Garza
Annie Reeves
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 11/10/2021
Approved - 11/10/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



Pharr

Public Works



MEMORANDUM

DATE: November 8, 2021

TO: Ignacio Amezcua, Purchasing Director

FROM: Olga Garza, Public Works Director

SUBJECT: Project No. 2122-01-517-SP001-315
SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF REINFORCED
CONCRETE PIPE, MANHOLES & INLETS

I have reviewed the bid tabulation for the subject supply contract and recommend to award the lowest, responsive and responsible bidder, CORE & MAIN LP., for the purchase of reinforced concrete pipe, manholes, and inlets as stated in the tabulation attached.

If you have any questions or require additional information, please feel free to contact me.

Cc: Luis Marin, Assistant Director of Public Works
Ricardo De Hoyos, Streets & Drainage Supervisor

 Pharr
Purchasing
CITY OF PHARR
PURCHASING DEPARTMENT
MEMORANDUM

DATE: November 4, 2021

TO: Olga Garza, Public Works Director

FROM: Ignacio Amezcua, Purchasing Director *IA*

SUBJECT: Project # 2122-01-517-SP001-315
SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF REINFORCED
CONCRETE PIPE, MANHOLES & INLETS

Attached please find an “electronic” copy of the bid tabulation. Bid documents can be accessed on Procureware at <https://pharr.procureware.com>.

Kindly submit your written recommendation to Purchasing by Tuesday prior to the City Commission agenda deadline. (To allow ample time for review and concurrence your proposed recommendation).

If any additional information is needed, please advise.

Attachment: Bid Tabulation



CITY OF PHARR

BID OPENING: NOVEMBER 2, 2021 AT 3:00 PM

LOCATION: City Commission Rm 2nd Floor

SUPPLY CONTRACT FOR THE PURCHASE OF REINFORCED CONCRETE PIPE, MANHOLES & INLETS

PROJECT NO.: 2122-01-517-SP001-315

PARTICIPATING BIDDER:			CORE & MAIN LP. MCALLEN, TX
No	DESCRIPTION	UOM	UNIT PRICE
1	ITEM NO. 1 - REINFORCED CONCRETE PIPE (18")(CLASS III)(RUBBER GASKET)	EA	\$1,372.20
2	ITEM NO. 2 - REINFORCED CONCRETE PIPE (24")(CLASS III)(RUBBER GASKET)(DELIVERED)	EA	\$1,957.80
3	ITEM NO. 3 - REINFORCED CONCRETE PIPE (30")(CLASS III)(RUBBER GASKET)(DELIVERED)	EA	\$3,055.20
4	ITEM NO. 4 - REINFORCED CONCRETE PIPE (36")(CLASS III)(RUBBER GASKET)(DELIVERED)	EA	\$4,225.80
5	ITEM NO. 5 - REINFORCED CONCRETE PIPE (48")(CLASS III)(RUBBER GASKET)(DELIVERED)	EA	NO BID
6	ITEM NO. 6 - REINFORCED CONCRETE PIPE (54")(CLASS III)(RUBBER GASKET)(DELIVERED)	EA	NO BID
7	ITEM NO. 7 - REINFORCED CONCRETE PIPE (60")(CLASS III)(RUBBER GASKET)(DELIVERED)	EA	NO BID
8	ITEM NO. 8 - STORM MANHOLE (4FT SECTION) (48" DIA.)(DELIVERED)	EA	\$3,512.22
9	ITEM NO. 9 - STORM MANHOLE (4FT SECTION) (60" DIA.)(DELIVERED)	EA	\$6,021.96
10	ITEM NO. 10 - STANDARD STORM MANHOLE CONE (48" DIA.)	EA	NO BID
11	ITEM NO. 11 - STANDARD STORM MANHOLE CONE (60" DIA.)	EA	NO BID
12	ITEM NO. 12A - STANDARD TY A INLET, 4FT (DELIVERED)	EA	\$3,811.00
13	ITEM NO. 12B - STANDARD TY A INLET, 5FT (DELIVERED)	EA	\$4,451.25
14	ITEM NO. 12C - STANDARD TY A INLET, 6FT (DELIVERED)	EA	\$5,061.00
15	ITEM NO. 13A - STANDARD TY C INLET (3'X3'), 4FT (DELIVERED)	EA	\$2,048.80
16	ITEM NO. 13B - STANDARD TY C INLET (3'X3'), 5FT (DELIVERED)	EA	\$2,524.40
17	ITEM NO. 13C - STANDARD TY C INLET (3'X3'), 6FT (DELIVERED)	EA	\$2,963.45
18	ITEM NO. 14A - STANDARD TY C INLET (4'X4'), 4FT (DELIVERED)	EA	\$2,597.60
19	ITEM NO. 14B - STANDARD TY C INLET (4'X4'), 5FT (DELIVERED)	EA	\$3,182.95
20	ITEM NO. 14C - STANDARD TY C INLET (4'X4'), 6FT (DELIVERED)	EA	\$3,804.90
21	ITEM NO. 15 - STANDARD TY C INLET GRATE ONLY (3'X3') (DELIVERED)	EA	\$2,591.50
22	ITEM NO. 16 - STANDARD TY C INLET GRATE ONLY (4'X4') (DELIVERED)	EA	\$3,811.00
23	ITEM NO. 17 - INLET RING & COVER (NON-TRAFFIC) (DELIVERED)	EA	\$914.65
24	ITEM NO. 18 - STORM MANHOLE RING & COVER (FOR TRAFFIC) (DELIVERED)	EA	\$2,744.00
TOTAL			\$60,651.68
ELECTRONIC BID SUBMITTED			SUBMITTED



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.C.

DATE SUBMITTED: November 9, 2021

MEETING DATE: November 15, 2021

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing the City Manager to negotiate and enter into a contract with GDJ Engineering, from the pool of qualified firms, for the Development and Design of Moore Road from Jackson Road to Veterans Boulevard.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City is looking to improve Moore Road from Jackson Road to Veterans Boulevard. The proposed engineering design firm for development and design of the project is GDJ Engineering out of Edinburg, TX.

The City will utilize its standard Professional Engineering Services Contract - Project No. 1920-01-528-S013-001.

Fiscal Consideration: The Fee Estimate is \$1,799,963.00.

Staff Recommendation: Staff recommends authorizing the City Manager to negotiate and enter into a contract with GDJ Engineering, from the pool of qualified firms, for the Development and Design of Moore Road from Jackson Road to Veterans Boulevard.

Alternatives: End negotiations with GDJ Engineering and start again with a different firm.

Exclude Material from Public Packet? No

Reason: No exclusions.

ROUTING:

Maria Rangel
Omar Anzaldua
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/9/2021
Approved - 11/10/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



"Exhibit C"
Fee Estimate

Moore Road - Project Development & Design

			MANHOURS									
Project Development (Schematic, Environmental Coordination, PS&E, & Survey) - City of Pharr - Moore Road Project			Principal/Senior Project Manager	Project Manager	Agency Coordination Manager	Project/Design Engineer	EIT	Engineering Tech	Environmental Specialist	Admin/Clerical	Total Hours	Total Line Item Cost
TASK												
Schematic, Env. Coord. & Traffic Analysis - Jackson Rd to I Road												
	1	Environmental Management & Coordination	10	24	24				30		88	\$ 14,520.00
	2	Engineering for Public Involvement for 1 Public Meeting & 1 Public Hearing	8	22	28	58			16	10	142	\$ 21,472.00
	3	Topographic Survey & SUE Level A	SUBCONSULTANT SURVEY COST									\$ 107,845.00
	4	Schematic Development Through TxDOT Approval	74	160	92	202	236	316			1080	\$ 139,990.00
	5	H&H Report/Hydrologic Map	40	88	42	176		218			564	\$ 76,100.00
	6	Level of Service Analysis (TxDOT Requirement)	SUBCONSULTANT TRAFFIC COST									\$ 22,500.00
	7	Traffic Projection Development (Off-System Rdwy - TxDOT Requirement)	SUBCONSULTANT TRAFFIC COST									\$ 20,000.00
	8	Traffic Signal Warrant Analysis @ I Road	SUBCONSULTANT TRAFFIC COST									\$ 15,000.00
		Subtotal (Schem, Environmental Coordination & Traffic)	132	294	186	436	236	534	46	10	1874	\$ 417,427.00
PS&E, Utility Coordination & Management - Jackson Rd to Cage Blvd.												
	9	PS&E Development	162	322	166	952	1344	1670		228	4844	\$ 540,048.00
	10	Traffic Signal Design (1-Adjustment)	SUBCONSULTANT TRAFFIC COST									\$ 6,875.00
	11	Permitted Utility Coordination	8	32	38	118	58	132		40	426	\$ 49,646.00
	12	Compensable Utility Coordination	34	70	82	222	100	282		40	830	\$ 101,212.00
	13	Project Site Visits, Meetings & Management	22	32	30	36				8	128	\$ 21,614.00
	14	Local Let Bid Package Development	16	42	86	94				4	242	\$ 39,306.00
		Subtotal (PS&E, Utility & Management) - Jackson Rd to Cage Blvd.	242	498	402	1422	1502	2084	0	320	6470	\$ 758,701.00
PS&E, Utility Coordination & Management - Cage Blvd. to I Road												
	15	PS&E Development	104	224	118	702	1140	1502		208	3998	\$ 429,952.00
	16	Traffic Signal Design (1-Adjustment & 1-New Location)	SUBCONSULTANT TRAFFIC COST									\$ 20,625.00
	17	Permitted Utility Coordination	8	28	32	96	42	108		40	354	\$ 41,250.00
	18	Compensable Utility Coordination	22	56	66	188	82	224		40	678	\$ 81,860.00
	19	Project Site Visits, Meetings & Management	14	28	26	30				8	106	\$ 17,530.00
	20	Local Let Bid Package Development	14	32	70	82				4	202	\$ 32,618.00
		Subtotal (PS&E, Utility & Management) - Cage Blvd. to I Road	162	368	312	1098	1264	1834	0	300	5338	\$ 623,835.00
Total Labor Hours			536	1160	900	2956	3002	4452	46	630	13682	
Contract Rate			\$ 225.00	\$ 195.00	\$ 160.00	\$ 144.00	\$ 95.00	\$ 82.00	\$ 125.00	\$ 55.00		
Total Labor Costs			\$ 120,600.00	\$ 226,200.00	\$ 144,000.00	\$ 425,664.00	\$ 285,190.00	\$ 365,064.00	\$ 5,750.00	\$ 34,650.00		\$ 1,799,963.00

LINE ITEM EXPENSES

N/A	\$ -
Total Expenses	\$ -
GDJ Engineering Total Cost	\$ 1,799,963.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.D.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing the City Manager to enter into a lease agreement for two (2) ambulances with the City of Brownsville.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: City of Brownsville Fire Department is in need of 2 ambulances due to vehicle breakdowns and new order being delayed

Fiscal Consideration: will not affect the budget negatively.

Staff Recommendation: Staff recommends approval, Pharr EMS currently has enough ambulances to assist with this request

Alternatives: No alternatives

Exclude Material from Public Packet? No

Reason: Will not be excluded.

ROUTING:

Daniel Ramirez

Created/Initiated - 11/10/2021

Daniel Ramirez

Approved - 11/12/2021

Karla Saavedra

Approved - 11/12/2021

Patricia Rigney

Approved - 11/12/2021

City Management Office

Final Approval - 11/12/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.E.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing the City Manager to negotiate and enter into a contract with South Texas Health Systems for ground ambulance, rotor-wing and fixed-wing transportation services.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: This contract will allow us to begin providing non-emergency ground services for South Texas Health System

Fiscal Consideration: This contract will allow Pharr EMS non-emergency division to provide transportation

Staff Recommendation: Staff recommends approval

Alternatives: none

Exclude Material from Public Packet? No

Reason: not excluded

ROUTING:

Daniel Ramirez

Created/Initiated - 11/10/2021

Daniel Ramirez

Approved - 11/10/2021

Karla Saavedra

Approved - 11/12/2021

Patricia Rigney

Approved - 11/12/2021

City Management Office

Final Approval - 11/12/2021

AMBULANCE SERVICE CONTRACT

Contract Number _____

This Ambulance Service Agreement ("Agreement") shall serve as an agreement by and between **South Texas Health System**, and **City of Pharr (Pharr EMS)** for the purpose of providing emergency and non-emergency ambulance service coverage for South Texas Health System. Both parties hereby agree to recognize this Ambulance Service Agreement is exclusive. Neither party to this Agreement has paid, offered, or accepted any form of compensation or remuneration as a condition of, or inducement for, the Agreement, and the Agreement satisfies all **Anti- Kickback** statutory requirements, if applicable. Execution of this Agreement will supersede any other existing agreement.

PHARR EMS MISSION STATEMENT

The mission of The City of Pharr EMS / RGV Angel Flight is to provide the best prehospital care for the citizens through quick response, training, and the latest technology. With over a hundred years of combined management experience in the emergency medical services field, Pharr EMS' s staff is equipped to effectively provide quality patient care in a holistic manner regardless of race, creed, gender, age, or economic status.

The purpose of this Agreement is to state the terms and conditions under which Pharr EMS will supply appropriate personnel and equipment for the transportation of patients to and from South Texas Health System and its facilities. Facilities are in located in various areas through Hidalgo County, Texas. This Agreement is hereby enacted and set forth with the following provisions:

PROVIDER LICENSE

Pharr EMS is a licensed Emergency Medical Service, licensed by the State of Texas Department of State Health Services and in compliance with the Texas EMS Act, chapter 773, of the Health and Safety Code, and is designated with BLS-MICU Provider License #1001037.

OPERATIONS

City of Pharr EMS was established on May 15th, 2021, in Hidalgo County, Texas. We provide services to our service areas and facilities 24 hours a day, 7 days a week, 365 days a year with licensed ambulances.

FLEET

Pharr EMS provides Emergency 911 and Non-Emergency ambulance service to the Rio Grande Valley. South Texas Health System will have access to 5 frontline equipped ambulances (2 MICU and 3 BLS/ALS) and 2 wheelchair vans 24 hours a day, 7 days a week, 365 days a year. The allocation of ambulances shall be based on call volume and the City of Pharr will add or remove EMS units as needed

TRANSPORT SCHEDULING

South Texas Health System agrees to properly and evenly schedule transport requests, to create an even flow of transports, in order to not overwhelm Pharr EMS ambulances provided.

In addition, South Texas Health System agrees that Pharr EMS is the sole and exclusive provider of transport services for the South Texas Health system. In the event that, South Texas Health System, Ltd does not create an even flow of patients and the City of Pharr EMS must call for mutual aid. City of Pharr EMS will submit a bill on their behalf to South Texas Health System, Ltd, after they have exhausted all other avenues of reimbursement.

RESPONSE TME AND SCHEDULING

Pharr EMS assures South Texas Health System an onsite response time of thirty (30) minutes for non-emergency and ten (10) minutes for emergency transfers including cardiac and stroke alerts from the time our Communication Department receives the request of a transport, to include Call-ins. Long Distance ground transfers and Air Ambulance transfers 60-90 minutes. Pharr EMS assures to be on time for all scheduled appointments. Pharr EMS assures a ninety percent (90%) monthly facility response time or better for all transports. Failure by South Texas Health System to adequately manage transport scheduling shall not count against response times of Pharr EMS.

PERSONNEL

Pharr EMS agrees to staff MICU and or ALS ambulances committed to South Texas Health System consisting of certified and or licensed EMT Basic, EMT Advanced and or a Paramedic. All field staff is certified by the Texas Department of State Health Services. Peace Officers are licensed by the Texas Commission on Law Enforcement. RNs on staff. ACLS, PALS certified.

INSURANCE

Pharr EMS is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner of, or joint venture with South Texas Health System. Pharr EMS agrees to indemnify and hold harmless South Texas Health System of any and all liability proximately caused by Pharr EMS employees, to the extent allowed by law. Furthermore, Pharr EMS agrees to indemnify and hold harmless South Texas Health System, its shareholders, partners, officers, and employees from and against any claims, loss, damage, cost of expenses including attorney's fees or liability arising out of or related to the performance or non-performance by Pharr EMS of any service to be performed by Pharr EMS under this Agreement, to the extent allowed by law. South Texas Health System agrees to indemnify and hold harmless Pharr EMS, its shareholders, officers, and employees from against any claim, loss, damage, cost, or expense including attorney's fees, or liability arising out of or related to the performance or non-performance by South Texas Health System of any services to be performed by South Texas Health System under this Agreement.

To this end, Pharr EMS agrees to carry One Million Dollars (\$1,000,000.00) insurance coverage for automotive liability and professional malpractice insurance for claims made during and after the term of this Agreement. The above coverage amounts shall be the actual indemnify coverage limit and shall not be reduced by any expenses or costs of litigation, including any attorney's fees.

QA/QI

Pharr EMS has an ongoing QA/QI program with a committee that oversees the operations policy, employee policy, complaint review policies, and protocols. Pharr EMS has continuous updates and training of these manuals and will participate in any and all requested quality / risk activities. Reports will be provided as requested.

BILLING

Pharr EMS agrees that it will first seek reimbursement for transportation services from the patient's insurance, HMO, Medicare, or any other state-funded insurance program. In the event a patient does not have insurance coverage or is not otherwise covered by third party payors for transportation services, South Texas Health System, Ltd is financially responsible for transportation services of a patient, as payment in full for the services rendered under this Agreement. All paperwork prior to patient transport must be in order.

Emergency and Non-Emergency Transports

- Medicare Allowable Charge of two-hundred and thirty-three dollars and zero cents (\$233.00) and twelve dollars and zero

cents (\$12.00) per loaded mile, will adhere to South Texas Health System for any one-way transport 24hrs a day, 7 days a week, 365 days a year, except as provided in the billing section.

- Pharr EMS will bill South Texas Health System for all Transports involving wheelchair transportation at a rate of \$24.00 dollars per one way trip 24hrs a day, 7 days a week, 365 days a year, except as provided in the billing section.

Long Distance Transports: are defined as any emergency and/or non-emergency transport outside of 150 miles of the South Texas Health System facility and will be billed at the rate listed in section for Emergency and Non-Emergency Transports. Long Distance Ground Transports requested after 8 pm will be scheduled the following calendar day

Long Distance Rotor-Wing Transport Fee Schedule

- Base Rate (Twenty-Seven Thousand Five Hundred) \$27,500.00
- Milage rate (per nautical mile) ... (Two Hundred and Fifty Dollars) \$250.00

Long Distance Fixed-Wing Transport Fee Schedule

- Base Rate (Twenty-Five Thousand Dollars) \$25,000.00
- Milage rate (per nautical mile) (Two Hundred and Fifty Dollars) \$250.00

South Texas Health System hereby agrees to produce that information and/or documents that may be necessary to complete this task prior to the commencement of any transport.

SERVICES PROVIDED BY PHARR EMS

- Bariatric and Medical Section Transports (24hrs)
- Air Ambulance (24hrs)
- Ambulance Coverage Twenty-Four (24) hour, seven (7) days a week
- Long Distance Transfers (24hrs)
- Higher Level of Care Transports of medically ill and/or trauma patients (24hrs)
- NICU Critical Care Transports MICU equipped
- PICU Critical Care Transports MICU equipped and staffed with PALS certified personnel
- Intensive Care Transports MICU equipped and staffed with ACLS personnel
- All MICU transports are equipped with monitor/defibrillators, infusion pumps, ventilators, and other state of the art equipment
- Pharr EMS will commit ambulances twenty-four (24) hours a day seven (7) days a week, to further provide and assist in the prompt hospital discharges, inter-facility transports, LDT, and

any other assignment assigned to.

SERVICES PROVIDED BY SOUTH TEXAS HEALTH SYSTEM

- Properly and evenly schedule transport requests, to create an even flow of transports, in order to not overwhelm the contract ambulances provided.
- Promptly (within 30 days) pay all invoices and charges to Pharr EMS.
- In the event that, South Texas Health System, Ltd does not create an even flow of patients and the City of Pharr EMS must call for mutual aid, City of Pharr EMS will submit a bill on their behalf to South Texas Health System

TERMS AND AGREEMENT

The initial term of this Agreement shall commence on January ____, 2022, and shall continue in effect for a period of three (3) years ("Initial Term"). Upon conclusion of the Initial Term, the Agreement shall be automatically renewed for successive one (1) year renewal terms (each a "Renewal Term") unless the Agreement is ~~xxx~~ terminated in accordance with the provisions herein. The Initial Term and each Renewal Term, as applicable, shall be referred to herein collectively as the "Term".

Either party may terminate this Agreement without cause, at any time, by providing the other party with at least thirty (30) days prior, written notice.

As a duly authorized representative of Pharr EMS and South Texas Health System, I certify my signature below that I agree to and accept to and accept the terms of the Ambulance Service Contract as stated above

South Texas Health System

Pharr EMS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.F.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing the City Manager to negotiate and enter into a contract with Knapp Medical Center for ground ambulance, rotor-wing and fixed-wing transportation services.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: This contract will allow Pharr EMS to provide non-emergency ground services to Knapp Medical Center.

Fiscal Consideration: none

Staff Recommendation: Staff Recommends Approval

Alternatives: none

Exclude Material from Public Packet? No

Reason: not excluded

ROUTING:

Daniel Ramirez

Created/Initiated - 11/10/2021

Daniel Ramirez

Approved - 11/10/2021

Karla Saavedra

Approved - 11/12/2021

Patricia Rigney

Approved - 11/12/2021

City Management Office

Final Approval - 11/12/2021

AMBULANCE SERVICE CONTRACT

Contract Number _____

This Ambulance Service Agreement ("Agreement") shall serve as an agreement by and between **Knapp Medical Center**, and **City of Pharr (Pharr EMS)** for the purpose of providing emergency and non-emergency ambulance service coverage for Knapp Medical Center. Both parties hereby agree to recognize this Ambulance Service Agreement is exclusive. Neither party to this Agreement has paid, offered, or accepted any form of compensation or remuneration as a condition of, or inducement for, the Agreement, and the Agreement satisfies all **Anti- Kickback** statutory requirements, if applicable. Execution of this Agreement will supersede any other existing agreement.

PHARR EMS MISSION STATEMENT

The mission of The City of Pharr EMS / RGV Angel Flight is to provide the best prehospital care for the citizens through quick response, training, and the latest technology. With over a hundred years of combined management experience in the emergency medical services field, Pharr EMS' s staff is equipped to effectively provide quality patient care in a holistic manner regardless of race, creed, gender, age, or economic status.

The purpose of this Agreement is to state the terms and conditions under which Pharr EMS will supply appropriate personnel and equipment for the transportation of patients to and from Knapp Medical Center and its facilities. Facilities are in Weslaco, Texas. This Agreement is hereby enacted and set forth with the following provisions:

PROVIDER LICENSE

Pharr EMS is a licensed Emergency Medical Service, licensed by the State of Texas Department of State Health Services and in compliance with the Texas EMS Act, chapter 773, of the Health and Safety Code, and is designated with BLS-MICU Provider License #1001037.

OPERATIONS

City of Pharr EMS was established on June 15th, 2021, in Hidalgo County, Texas. We provide services to our service areas and facilities 24 hours a day, 7 days a week, 365 days a year with licensed ambulances.

FLEET

Pharr EMS provides Emergency 911 and Non-Emergency ambulance service to the Rio Grande Valley. Knapp Medical Center will have access to 1 frontline equipped ambulance (1 BLS/ALS/MICU) and 1 wheelchair van 24 hours a day, 7 days a week, 365 days a year. The allocation of ambulances shall be based on call volume and the City of Pharr will add or remove EMS units as needed

TRANSPORT SCHEDULING

Knapp Medical Center agrees to properly and evenly schedule transport requests, to create an even flow of transports, in order to not overwhelm Pharr EMS ambulances provided.

In addition, Knapp Medical Center agrees that Pharr EMS is the sole and exclusive provider of transport services for the Knapp Medical Center. In the event that, Knapp Medical Center, Ltd does not create an even flow of patients and the City of Pharr EMS must call for mutual aid. City of Pharr EMS will submit a bill on their behalf to Knapp Medical Center, Ltd, after they have exhausted all other avenues of reimbursement.

RESPONSE TME AND SCHEDULING

Pharr EMS assures Knapp Medical Center an onsite response time of thirty (30) minutes for non-emergency and ten (10) minutes for emergency transfers including cardiac and stroke alerts from the time our Communication Department receives the request of a transport, to include Call-ins. Long Distance ground transfers and Air Ambulance transfers 60-90 minutes. Pharr EMS assures to be on time for all scheduled appointments. Pharr EMS assures a ninety percent (90%) monthly facility response time or better for all transports. Failure by Knapp Medical Center to adequately manage transport scheduling shall not count against response times of Pharr EMS.

PERSONNEL

Pharr EMS agrees to staff MICU and or ALS ambulances committed to Knapp Medical Center consisting of certified and or licensed EMT Basic, EMT Advanced and or a Paramedic. All field staff is certified by the Texas Department of State Health Services. Peace Officers are licensed by the Texas Commission on Law Enforcement. RNs on staff. ACLS, PALS certified.

INSURANCE

Pharr EMS is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner of, or joint

venture with Knapp Medical Center. Pharr EMS agrees to indemnify and hold harmless Knapp Medical Center of any and all liability proximately caused by Pharr EMS employees, to the extent allowed by law. Furthermore, Pharr EMS agrees to indemnify and hold harmless Knapp Medical Center, its shareholders, partners, officers, and employees from and against any claims, loss, damage, cost of expenses including attorney's fees or liability arising out of or related to the performance or non-performance by Pharr EMS of any service to be performed by Pharr EMS under this Agreement, to the extent allowed by law. Knapp Medical Center agrees to indemnify and hold harmless Pharr EMS, its shareholders, officers, and employees from against any claim, loss, damage, cost, or expense including attorney's fees, or liability arising out of or related to the performance or non-performance by Knapp Medical Center of any services to be performed by Knapp Medical Center under this Agreement.

To this end, Pharr EMS agrees to carry One Million Dollars (\$1,000,000.00) insurance coverage for automotive liability and professional malpractice insurance for claims made during and after the term of this Agreement. The above coverage amounts shall be the actual indemnify coverage limit and shall not be reduced by any expenses or costs of litigation, including any attorney's fees.

QA/QI

Pharr EMS has an ongoing QA/QI program with a committee that oversees the operations policy, employee policy, complaint review policies, and protocols. Pharr EMS has continuous updates and training of these manuals and will participate in any and all requested quality / risk activities. Reports will be provided as requested.

BILLING

Pharr EMS agrees that it will first seek reimbursement for transportation services from the patient's insurance, HMO, Medicare, or any other state-funded insurance program. In the event a patient does not have insurance coverage or is not otherwise covered by third party payors for transportation services, Knapp Medical Center, Ltd is financially responsible for transportation services of a patient, as payment in full for the services rendered under this Agreement. All paperwork prior to patient transport must be in order.

Emergency and Non-Emergency Transports

- Medicare Allowable Charge of two-hundred and thirty-three dollars and zero cents (\$233.00) and twelve dollars and zero cents (\$12.00) per loaded mile, will adhere to Knapp Medical Center for any one-way transport 24hrs a day, 7 days a week, 365 days a year, except as provided in the billing section.

- Pharr EMS will bill Knapp Medical Center for all Transports involving wheelchair transportation at a rate of \$24.00 dollars per one way trip 24hrs a day, 7 days a week, 365 days a year, except as provided in the billing section.

Long Distance Transports: are defined as any emergency and/or non-emergency transport outside of 150 miles of the Knapp Medical Center main facility and will be billed at the rate listed in section for Emergency and Non-Emergency Transports. Long Distance Ground Transports requested after 8 pm will be scheduled the following calendar day

Long Distance Rotor-Wing Transport Fee Schedule

- Base Rate (Twenty-Seven Thousand Five Hundred) \$27,500.00
- Milage rate (per nautical mile) ... (Two Hundred and Fifty Dollars) \$250.00

Long Distance Fixed-Wing Transport Fee Schedule

- Base Rate (Twenty-Five Thousand Dollars) \$25,000.00
- Milage rate (per nautical mile) (Two Hundred and Fifty Dollars) \$250.00

Knapp Medical Center hereby agrees to produce that information and/or documents that may be necessary to complete this task prior to the commencement of any transport.

SERVICES PROVIDED BY PHARR EMS

- Bariatric and Medical Section Transports (24hrs)
- Air Ambulance (24hrs)
- Ambulance Coverage Twenty-Four (24) hour, seven (7) days a week
- Long Distance Transfers (24hrs)
- Higher Level of Care Transports of medically ill and/or trauma patients (24hrs)
- NICU Critical Care Transports MICU equipped
- PICU Critical Care Transports MICU equipped and staffed with PALS certified personnel
- Intensive Care Transports MICU equipped and staffed with ACLS personnel
- All MICU transports are equipped with monitor/defibrillators, infusion pumps, ventilators, and other state of the art equipment
- Pharr EMS will commit ambulances twenty-four (24) hours a day seven (7) days a week, to further provide and assist in the prompt hospital discharges, inter-facility transports, LDT, and any other assignment assigned to.

SERVICES PROVIDED BY KNAPP MEDICAL CENTER

- Properly and evenly schedule transport requests, to create an even flow of transports, in order to not overwhelm the contract ambulances provided.
- Promptly (within 30 days) pay all invoices and charges to Pharr EMS.
- In the event that, Knapp Medical Center does not create an even flow of patients and the City of Pharr EMS must call for mutual aid, City of Pharr EMS will submit a bill on their behalf to Knapp Medical Center

TERMS AND AGREEMENT

The initial term of this Agreement shall commence on January ____, 2022, and shall continue in effect for a period of three (3) years ("Initial Term"). Upon conclusion of the Initial Term, the Agreement shall be automatically renewed for successive one (1) year renewal terms (each a "Renewal Term") unless the Agreement is ~~so~~ terminated in accordance with the provisions herein. The Initial Term and each Renewal Term, as applicable, shall be referred to herein collectively as the "Term".

Either party may terminate this Agreement without cause, at any time, by providing the other party with at least thirty (30) days prior, written notice.

As a duly authorized representative of Pharr EMS and Knapp Medical Center, I certify my signature below that I agree to and accept to and accept the terms of the Ambulance Service Contract as stated above

Knapp Medical Center

Pharr EMS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.G.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing the City Manager to negotiate and enter into a contract with Mission Regional Medical Center for ground ambulance, rotor-wing and fixed-wing transportation services.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: This contract will allow Pharr EMS to provide non-emergency ground services for Mission Regional Medical Center.

Fiscal Consideration: none

Staff Recommendation: Staff recommends approval

Alternatives: none

Exclude Material from Public Packet? No

Reason: not excluded.

ROUTING:

Daniel Ramirez

Created/Initiated - 11/10/2021

Daniel Ramirez

Approved - 11/10/2021

Karla Saavedra

Approved - 11/12/2021

Patricia Rigney

Approved - 11/12/2021

City Management Office

Final Approval - 11/12/2021

AMBULANCE SERVICE CONTRACT

Contract Number _____

This Ambulance Service Agreement ("Agreement") shall serve as an agreement by and between **Mission Regional Medical Center**, and **City of Pharr (Pharr EMS)** for the purpose of providing emergency and non-emergency ambulance service coverage for Mission Regional Medical Center. Both parties hereby agree to recognize this Ambulance Service Agreement is exclusive. Neither party to this Agreement has paid, offered, or accepted any form of compensation or remuneration as a condition of, or inducement for, the Agreement, and the Agreement satisfies all **Anti- Kickback** statutory requirements, if applicable. Execution of this Agreement will supersede any other existing agreement.

PHARR EMS MISSION STATEMENT

The mission of The City of Pharr EMS / RGV Angel Flight is to provide the best prehospital care for the citizens through quick response, training, and the latest technology. With over a hundred years of combined management experience in the emergency medical services field, Pharr EMS' s staff is equipped to effectively provide quality patient care in a holistic manner regardless of race, creed, gender, age, or economic status.

The purpose of this Agreement is to state the terms and conditions under which Pharr EMS will supply appropriate personnel and equipment for the transportation of patients to and from Mission Regional Medical Center and its facilities. Facilities are in Mission, Texas. This Agreement is hereby enacted and set forth with the following provisions:

PROVIDER LICENSE

Pharr EMS is a licensed Emergency Medical Service, licensed by the State of Texas Department of State Health Services and in compliance with the Texas EMS Act, chapter 773, of the Health and Safety Code, and is designated with BLS-MICU Provider License #1001037.

OPERATIONS

City of Pharr EMS was established on June 15th, 2021, in Hidalgo County, Texas. We provide services to our service areas and facilities 24 hours a day, 7 days a week, 365 days a year with licensed ambulances.

FLEET

Pharr EMS provides Emergency 911 and Non-Emergency ambulance service to the Rio Grande Valley. Mission Regional Medical Center will have access to 1 frontline equipped ambulance (1 BLS/ALS/MICU) and 1 wheelchair van 24 hours a day, 7 days a week, 365 days a year. The allocation of ambulances shall be based on call volume and the City of Pharr will add or remove EMS units as needed

TRANSPORT SCHEDULING

Mission Regional Medical Center agrees to properly and evenly schedule transport requests, to create an even flow of transports, in order to not overwhelm Pharr EMS ambulances provided.

In addition, Mission Regional Medical Center agrees that Pharr EMS is the sole and exclusive provider of transport services for the Mission Regional Medical Center. In the event that, Mission Regional Medical Center, Ltd does not create an even flow of patients and the City of Pharr EMS must call for mutual aid. City of Pharr EMS will submit a bill on their behalf to Mission Regional Medical Center, Ltd, after they have exhausted all other avenues of reimbursement.

RESPONSE TME AND SCHEDULING

Pharr EMS assures Mission Regional Medical Center an onsite response time of thirty (30) minutes for non-emergency and ten (10) minutes for emergency transfers including cardiac and stroke alerts from the time our Communication Department receives the request of a transport, to include Call-ins. Long Distance ground transfers and Air Ambulance transfers 60-90 minutes. Pharr EMS assures to be on time for all scheduled appointments. Pharr EMS assures a ninety percent (90%) monthly facility response time or better for all transports. Failure by Mission Regional Medical Center to adequately manage transport scheduling shall not count against response times of Pharr EMS.

PERSONNEL

Pharr EMS agrees to staff MICU and or ALS ambulances committed to Mission Regional Medical Center consisting of certified and or licensed EMT Basic, EMT Advanced and or a Paramedic. All field staff is certified by the Texas Department of State Health Services. Peace Officers are licensed by the Texas Commission on Law Enforcement. RNs on staff. ACLS, PALS certified.

INSURANCE

Pharr EMS is performing the services and duties required hereunder as an

independent contractor and not as an employee, agent, partner of, or joint venture with Mission Regional Medical Center. Pharr EMS agrees to indemnify and hold harmless Mission Regional Medical Center of any and all liability proximately caused by Pharr EMS employees, to the extent allowed by law. Furthermore, Pharr EMS agrees to indemnify and hold harmless Mission Regional Medical Center, its shareholders, partners, officers, and employees from and against any claims, loss, damage, cost of expenses including attorney's fees or liability arising out of or related to the performance or non-performance by Pharr EMS of any service to be performed by Pharr EMS under this Agreement, to the extent allowed by law. Mission Regional Medical Center agrees to indemnify and hold harmless Pharr EMS, its shareholders, officers, and employees from against any claim, loss, damage, cost, or expense including attorney's fees, or liability arising out of or related to the performance or non-performance by Mission Regional Medical Center of any services to be performed by Mission Regional Medical Center under this Agreement.

To this end, Pharr EMS agrees to carry One Million Dollars (\$1,000,000.00) insurance coverage for automotive liability and professional malpractice insurance for claims made during and after the term of this Agreement. The above coverage amounts shall be the actual indemnify coverage limit and shall not be reduced by any expenses or costs of litigation, including any attorney's fees.

QA/QI

Pharr EMS has an ongoing QA/QI program with a committee that oversees the operations policy, employee policy, complaint review policies, and protocols. Pharr EMS has continuous updates and training of these manuals and will participate in any and all requested quality / risk activities. Reports will be provided as requested.

BILLING

Pharr EMS agrees that it will first seek reimbursement for transportation services from the patient's insurance, HMO, Medicare, or any other state-funded insurance program. In the event a patient does not have insurance coverage or is not otherwise covered by third party payors for transportation services, Mission Regional Medical Center, Ltd is financially responsible for transportation services of a patient, as payment in full for the services rendered under this Agreement. All paperwork prior to patient transport must be in order.

Emergency and Non-Emergency Transports

- Medicare Allowable Charge of two-hundred and thirty-three dollars and zero cents (\$233.00) and twelve dollars and zero cents (\$12.00) per loaded mile, will adhere to Mission Regional

Medical Center for any one-way transport 24hrs a day, 7 days a week, 365 days a year, except as provided in the billing section.

- Pharr EMS will bill Mission Regional Medical Center for all Transports involving wheelchair transportation at a rate of \$24.00 dollars per one way trip 24hrs a day, 7 days a week, 365 days a year, except as provided in the billing section.

Long Distance Transports: are defined as any emergency and/or non-emergency transport outside of 150 miles of the Mission Regional Medical Center facility and will be billed at the rate listed in section for Emergency and Non-Emergency Transports. Long Distance Ground Transports requested after 8 pm will be scheduled the following calendar day

Long Distance Rotor-Wing Transport Fee Schedule

- Base Rate (Twenty-Seven Thousand Five Hundred) \$27,500.00
- Milage rate (per nautical mile) ... (Two Hundred and Fifty Dollars) \$250.00

Long Distance Fixed-Wing Transport Fee Schedule

- Base Rate (Twenty-Five Thousand Dollars) \$25,000.00
- Milage rate (per nautical mile) (Two Hundred and Fifty Dollars) \$250.00

Mission Regional Medical Center hereby agrees to produce that information and/or documents that may be necessary to complete this task prior to the commencement of any transport.

SERVICES PROVIDED BY PHARR EMS

- Bariatric and Medical Section Transports (24hrs)
- Air Ambulance (24hrs)
- Ambulance Coverage Twenty-Four (24) hour, seven (7) days a week
- Long Distance Transfers (24hrs)
- Higher Level of Care Transports of medically ill and/or trauma patients (24hrs)
- NICU Critical Care Transports MICU equipped
- PICU Critical Care Transports MICU equipped and staffed with PALS certified personnel
- Intensive Care Transports MICU equipped and staffed with ACLS personnel
- All MICU transports are equipped with monitor/defibrillators, infusion pumps, ventilators, and other state of the art equipment
- Pharr EMS will commit ambulances twenty-four (24) hours a day seven (7) days a week, to further provide and assist in the prompt hospital discharges, inter-facility transports, LDT, and

any other assignment assigned to.

SERVICES PROVIDED BY MISSION REGIONAL MEDICAL CENTER

- Properly and evenly schedule transport requests, to create an even flow of transports, in order to not overwhelm the contract ambulances provided.
- Promptly (within 30 days) pay all invoices and charges to Pharr EMS.
- In the event that, Mission Regional Medical Center does not create an even flow of patients and the City of Pharr EMS must call for mutual aid, City of Pharr EMS will submit a bill on their behalf to Mission Regional Medical Center

TERMS AND AGREEMENT

The initial term of this Agreement shall commence on January ____, 2022, and shall continue in effect for a period of three (3) years ("Initial Term"). Upon conclusion of the Initial Term, the Agreement shall be automatically renewed for successive one (1) year renewal terms (each a "Renewal Term") unless the Agreement is ~~so~~ terminated in accordance with the provisions herein. The Initial Term and each Renewal Term, as applicable, shall be referred to herein collectively as the "Term".

Either party may terminate this Agreement without cause, at any time, by providing the other party with at least thirty (30) days prior, written notice.

As a duly authorized representative of Pharr EMS and Mission Regional Medical Center, I certify my signature below that I agree to and accept to and accept the terms of the Ambulance Service Contract as stated above

Mission Regional Medical Center

Pharr EMS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.H.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing the City Manager to amend the contract with Doctors Hospital at Renaissance for ground, rotor-wing and fixed wing transportation services.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: amending the contract with DHR

Fiscal Consideration: none

Staff Recommendation: Staff recommends approval,

Alternatives: none

Exclude Material from Public Packet? No

Reason: not excluded.

ROUTING:

Daniel Ramirez

Created/Initiated - 11/10/2021

Daniel Ramirez

Approved - 11/10/2021

Karla Saavedra

Approved - 11/12/2021

Patricia Rigney

Approved - 11/12/2021

City Management Office

Final Approval - 11/12/2021

AMBULANCE SERVICE CONTRACT

Contract Number _____

This Ambulance Service Agreement ("Agreement") shall serve as an agreement by and between **Doctors Hospital at Renaissance, Ltd.**, and **City of Pharr (Pharr EMS)** for the purpose of providing emergency and non-emergency ambulance service coverage for Doctors Hospital at Renaissance. Both parties hereby agree to recognize this Ambulance Service Agreement is exclusive. Neither party to this Agreement has paid, offered, or accepted any form of compensation or remuneration as a condition of, or inducement for, the Agreement, and the Agreement satisfies all **Anti- Kickback** statutory requirements, if applicable. Execution of this Agreement will supersede any other existing agreement.

PHARR EMS MISSION STATEMENT

The mission of The City of Pharr EMS / RGV Angel Flight is to provide the best prehospital care for the citizens through quick response, training, and the latest technology. With over a hundred years of combined management experience in the emergency medical services field, Pharr EMS' s staff is equipped to effectively provide quality patient care in a holistic manner regardless of race, creed, gender, age, or economic status.

The purpose of this Agreement is to state the terms and conditions under which Pharr EMS will supply appropriate personnel and equipment for the transportation of patients to and from Doctors Hospital at Renaissance and its facilities. Facilities are in Edinburg, Texas. This Agreement is hereby enacted and set forth with the following provisions:

PROVIDER LICENSE

Pharr EMS is a licensed Emergency Medical Service, licensed by the State of Texas Department of State Health Services and in compliance with the Texas EMS Act, chapter 773, of the Health and Safety Code, and is designated with BLS-MICU Provider License #1001037.

OPERATIONS

City of Pharr EMS was established on June 15th, 2021, in Hidalgo County, Texas. We provide services to our service areas and facilities 24 hours a day, 7 days a week, 365 days a year with licensed ambulances.

FLEET

Pharr EMS provides Emergency 911 and Non-Emergency ambulance service to the Rio Grande Valley. Doctors Hospital at Renaissance will have access to 2 frontline equipped ambulances (1 MICU and 1 ALS) and 2 wheelchair vans 24 hours a day, 7 days a week, 365 days a year. The allocation of ambulances shall be based on call volume and the City of Pharr will add or remove EMS units as needed

TRANSPORT SCHEDULING

Doctors Hospital at Renaissance, Ltd. agrees to properly and evenly schedule transport requests, to create an even flow of transports, in order to not overwhelm Pharr EMS ambulances provided.

In addition, Doctors Hospital at Renaissance, Ltd. agrees that Pharr EMS is the sole and exclusive provider of transport services for the DHR Health system. In the event that, Doctors Hospital at Renaissance, Ltd does not create an even flow of patients and the City of Pharr EMS must call for mutual aid. City of Pharr EMS will submit a bill on their behalf to Doctors Hospital at Renaissance, Ltd, after they have exhausted all other avenues of reimbursement.

RESPONSE TME AND SCHEDULING

Pharr EMS assures Doctors Hospital at Renaissance an onsite response time of thirty (30) minutes for non-emergency and ten (10) minutes for emergency transfers including cardiac and stroke alerts from the time our Communication Department receives the request of a transport, to include Call-ins. Long Distance ground transfers and Air Ambulance transfers 60-90 minutes. Pharr EMS assures to be on time for all scheduled appointments. Pharr EMS assures a ninety percent (90%) monthly facility response time or better for all transports. Failure by DHR to adequately manage transport scheduling shall not count against response times of Pharr EMS.

PERSONNEL

Pharr EMS agrees to staff MICU and or ALS ambulances committed to Doctors Hospital at Renaissance consisting of certified and or licensed EMT Basic, EMT Advanced and or a Paramedic. All field staff is certified by the Texas Department of State Health Services. Peace Officers are licensed by the Texas Commission on Law Enforcement. RNs on staff. ACLS, PALS certified.

INSURANCE

Pharr EMS is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner of, or joint venture with Doctors Hospital at Renaissance. Pharr EMS agrees to indemnify and hold harmless Doctors Hospital at Renaissance of any and all liability proximately caused by Pharr EMS employees, to the extent allowed by law. Furthermore, Pharr EMS agrees to indemnify and hold harmless Doctors Hospital at Renaissance, its shareholders, partners, officers, and employees from and against any claims, loss, damage, cost of expenses including attorney's fees or liability arising out of or related to the performance or non-performance by Pharr EMS of any service to be performed by Pharr EMS under this Agreement, to the extent allowed by law. Doctors Hospital at Renaissance agrees to indemnify and hold harmless Pharr EMS, its shareholders, officers, and employees from against any claim, loss, damage, cost, or expense including attorney's fees, or liability arising out of or related to the performance or non-performance by Doctors Hospital at Renaissance of any services to be performed by Doctors Hospital at Renaissance under this Agreement.

To this end, Pharr EMS agrees to carry One Million Dollars (\$1,000,000.00) insurance coverage for automotive liability and professional malpractice insurance for claims made during and after the term of this Agreement. The above coverage amounts shall be the actual indemnify coverage limit and shall not be reduced by any expenses or costs of litigation, including any attorney's fees.

QA/QI

Pharr EMS has an ongoing QA/QI program with a committee that oversees the operations policy, employee policy, complaint review policies, and protocols. Pharr EMS has continuous updates and training of these manuals and will participate in any and all requested quality / risk activities. Reports will be provided as requested.

BILLING

Pharr EMS agrees that it will first seek reimbursement for transportation services from the patient's insurance, HMO, Medicare, or any other state-funded insurance program. In the event a patient does not have insurance coverage or is not otherwise covered by third party payors for transportation services, Doctors Hospital at Renaissance, Ltd is financially responsible for transportation services of a patient, as payment in full for the services rendered under this Agreement. All paperwork prior to patient transport must be in order.

Emergency and Non-Emergency Transports

- Medicare Allowable Charge of two-hundred and thirty-three dollars and zero cents (\$233.00) and twelve dollars and zero

cents (\$12.00) per loaded mile, will adhere to Doctors Hospital at Renaissance for any one-way transport 24hrs a day, 7 days a week, 365 days a year, except as provided in the billing section.

- Pharr EMS will bill Doctors Hospital at Renaissance, Ltd. for all Transports involving wheelchair transportation at a rate of \$24.00 dollars per one way trip 24hrs a day, 7 days a week, 365 days a year, except as provided in the billing section.

Long Distance Transports: are defined as any emergency and/or non-emergency transport outside of 150 miles of the DHR main facility and will be billed at the rate listed in section for Emergency and Non-Emergency Transports. Long Distance Ground Transports requested after 8 pm will be scheduled the following calendar day

Long Distance Rotor-Wing Transport Fee Schedule

- Base Rate (Twenty-Seven Thousand Five Hundred) \$27,500.00
- Milage rate (per nautical mile) ... (Two Hundred and Fifty Dollars) \$250.00

Long Distance Fixed-Wing Transport Fee Schedule

- Base Rate (Twenty-Five Thousand Dollars) \$25,000.00
- Milage rate (per nautical mile) (Two Hundred and Fifty Dollars) \$250.00

Doctors Hospital at Renaissance hereby agrees to produce that information and/or documents that may be necessary to complete this task prior to the commencement of any transport.

SERVICES PROVIDED BY PHARR EMS

- Bariatric and Medical Section Transports (24hrs)
- Air Ambulance (24hrs)
- Ambulance Coverage Twenty-Four (24) hour, seven (7) days a week
- Long Distance Transfers (24hrs)
- Higher Level of Care Transports of medically ill and/or trauma patients (24hrs)
- NICU Critical Care Transports MICU equipped
- PICU Critical Care Transports MICU equipped and staffed with PALS certified personnel
- Intensive Care Transports MICU equipped and staffed with ACLS personnel
- All MICU transports are equipped with monitor/defibrillators, infusion pumps, ventilators, and other state of the art equipment
- Pharr EMS will commit ambulances twenty-four (24) hours a day seven (7) days a week, to further provide and assist in the

prompt hospital discharges, inter-facility transports, LDT, and any other assignment assigned to.

SERVICES PROVIDED BY DOCTOR HOSPITAL AT RENAISSANCE

- Properly and evenly schedule transport requests, to create an even flow of transports, in order to not overwhelm the contract ambulances provided.
- Promptly (within 30 days) pay all invoices and charges to Pharr EMS.
- In the event that, Doctors Hospital at Renaissance, Ltd does not create an even flow of patients and the City of Pharr EMS must call for mutual aid, City of Pharr EMS will submit a bill on their behalf to Doctors Hospital at Renaissance, Ltd.

TERMS AND AGREEMENT

The initial term of this Agreement shall commence on January ____, 2022, and shall continue in effect for a period of three (3) years (" Initial Term"). Upon conclusion of the Initial Term, the Agreement shall be automatically renewed for successive one (1) year renewal terms (each a "Renewal Term") unless the Agreement is ~~so~~ terminated in accordance with the provisions herein. The Initial Term and each Renewal Term, as applicable, shall be referred to herein collectively as the "Term".

Either party may terminate this Agreement without cause, at any time, by providing the other party with at least thirty (30) days prior, written notice.

This agreement shall supersede the prior agreement dated July 28th, 2021.

As a duly authorized representative of Pharr EMS and Doctors Hospital at Renaissance, Ltd., I certify my signature below that I agree to and accept to and accept the terms of the Ambulance Service Contract as stated above

Doctors Hospital at Renaissance

Pharr EMS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.I.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing the City Manager to negotiate and enter into a contract with Elite Medical Air Transport, LLC for fixed-wing transportation services.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Currently, we are using McCreery aviation to do fixed wing flights. McCreery aviation does not always have a pilot, therefore we lose flights for this reason. The contract would allow us to have a dedicated aircraft in the RGV for us to use where there is a request for a fixed-wing flight.

Fiscal Consideration: this contract will prevent us losing fixed wing flights.

Staff Recommendation: Staff recommends approval

Alternatives: None.

Exclude Material from Public Packet? No

Reason: Will not be excluded.

ROUTING:

Daniel Ramirez

Created/Initiated - 11/10/2021

Daniel Ramirez

Approved - 11/10/2021

Karla Saavedra

Approved - 11/12/2021

Patricia Rigney

Approved - 11/12/2021

City Management Office

Final Approval - 11/12/2021

FIXED-WING AIR AMUBLANCE SERVICE CONTRACT

Contract Number C-_____

This Fixed-Wing Air Ambulance Service Agreement ("Agreement") shall serve as an agreement by and between **Elite Medical Air Transport, LLC (Emergent Air)**, and **City of Pharr ((City) referring to Pharr EMS or RGV Angel Flight)** for the purpose of fixed wing transport services for emergency and non-emergency flights at the request of the City of Pharr. Neither party to this Agreement has paid, offered, or accepted any form of compensation or remuneration as a condition of, or inducement for, the Agreement, and the Agreement satisfies all **Anti- Kickback** statutory requirements, if applicable. Execution of this Agreement will supersede any other existing agreement.

PURPOSE AND INTENT

The mission of The City of Pharr thru its EMS Branch, Pharr EMS / RGV Angel Flight is to provide the best prehospital care for the citizens through quick response, training, and the latest technology. With over a hundred years of combined management experience in the emergency medical services field, Pharr EMS' s staff is equipped to effectively provide quality patient care in a holistic manner regardless of race, creed, gender, age, or economic status.

The purpose of this Agreement is to state the terms and conditions under which Pharr EMS will supply appropriate personnel and equipment for the transportation of patients to and from locations within the United States and to set forth parameters for fixed wing air transport from Emergent Air.

PROVIDER LICENSE

Pharr EMS and RGV Angel Flight are a licensed Emergency Medical Service, licensed by the State of Texas Department of State Health Services and in compliance with the Texas EMS Act, chapter 773, of the Health and Safety Code, and is designated with BLS-MICU Provider License #1001037. Additionally, RGV Angel Flight is a designated MICU Air Fixed Wing Document No. 88806.

OPERATIONS

City of Pharr EMS was established on June 15th, 2021, in Hidalgo County, Texas. We provide services to our service areas and facilities 24 hours a day, 7 days a week, 365 days a year with licensed ambulances.

FLEET

Pharr EMS and RGV angel Flight provides Emergency 911 and Non-Emergency ambulance service to the Rio Grande Valley. Pharr EMS will provide at least one frontline equipped ambulances (1 MICU), 7 days a week, 365 days a year. The allocation of ambulances shall be based on call volume and the City of Pharr will add or remove EMS units as needed to transport to and from the airport.

Emergent Air will provide at least one, preferably two, of the following airplanes/jets:

- King Air 200 Aircraft
- Citation 560 Jet

At least one will be available 24 hours a day, 7 days a week, 365 days a year, have FAA Part 135 Certificate, and be ready for flight within one (1) hour of notice from City.

TRANSPORT SCHEDULING

The City will be responsible for scheduling transport to/from the hospital to the receiving/leaving airports. Response will be done by Pharr EMS or a Third-Party Service of Pharr EMS's choosing.

PERSONNEL AND EQUIPMENT

The City agrees to staff Flight-Paramedics and Flight-Nurses qualified for the call at hand. It also agrees to provide equipment necessary for the air flight. All field staff is certified by the Texas Department of State Health Services and have specialty courses and certifications for air flight travel (i.e. Dalton's Law, gas and pressure management, advanced procedures in oral and nasal intubation, rapid sequence intubation, etc.).

Emergent Air agrees to provide a fixed-wing pilot certified by the Federal Aviation Administration in the particular aircraft being used at the time. In addition, Emergent Air will ensure the pilot is certified by the U.S. Department as medically fit for duty and trained in all meteorological conditions. Its also agrees to provide a suitable airplane or jet for the call at hand.

INSURANCE

The City is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner of, or joint venture with Emergent Air.

Pharr EMS agrees to indemnify and hold harmless Doctors Hospital at Renaissance of any and all liability proximately caused by Pharr EMS employees, to the extent allowed by law. Furthermore, Pharr EMS agrees to indemnify and hold harmless Emergent Air, its shareholders, partners, officers, and employees from and against any claims, loss, damage, cost of expenses including attorney's fees or liability arising out of or related to the performance or non-performance by Pharr EMS of any service to be performed by Pharr EMS under this Agreement, to the extent allowed by law.

Emergent Air agrees to indemnify and hold harmless Pharr EMS, its shareholders, officers, and employees from against any claim, loss, damage, cost, or expense including attorney's fees, or liability arising out of or related to the performance or non-performance by Emergent Air of any services to be performed by Emergent Air under this Agreement.

To this end, both parties agree to carry One Million Dollars (\$1,000,000.00) insurance coverage for general liability and professional malpractice insurance for claims made during and after the term of this Agreement. The above coverage amounts shall be the actual indemnify coverage limit and shall not be reduced by any expenses or costs of litigation, including any attorney's fees.

QA/QI

The City has an ongoing QA/QI program with a committee that oversees the operations policy, employee policy, complaint review policies, and protocols. Pharr EMS has continuous updates and training of these manuals and will participate in any and all requested quality / risk activities. Reports will be provided as requested.

BILLING

The City agrees that it will first seek reimbursement for transportation services from the patient's insurance, HMO, Medicare, or any other state-funded insurance program. All paperwork prior to patient transport must be in order, to include insurance payment guarantee.

For purposes of this contract the Base Rate Charge for a fixed-wing transport shall be (Twenty-Five Thousand Dollars) \$25,000.00 anywhere in the State of Texas.

CHARGES FOR SERVICES

Charges for services will be in accordance with the following:

Pharr EMS:

- Air-Paramedics and/or Flight Nurses per call flight- \$2,000.00/ flight
- Pharr EMS Ambulance - \$1,500.00/flight
- 3rd Party Ambulance (at receiving airport) - Passthrough cost documented by payment receipts

Emergent Air:

- Airplane per flight hour or partial thereof - \$2,000.00/ flight hr.
- Pilot Services per flight - \$ 500.00/flight
- Fuel - Passthrough cost documented by payment receipts

PAYMENTS

Payment to City and Emergent Air will be on a monthly basis and in accordance with the aforementioned "Charges for Service" Section. Billing from Emergent Air for services rendered will be due on or before the 10th of the month for the previous month. Payment will be in accordance with the City of Pharr Vendor and Payment Policy.

NET REVENUE

Net revenue of the base rate charge will be split by City and Emergent Air on a seventy/thirty (70/30%) percentage basis. Pharr EMS will receive 60% of the net revenue and Emergent Air will receive 40% of net revenue. Net Revenue is defined as (Base Charge – All Charges for Services = Net Revenue)

ENTIRE AGREEMENT

This Agreement incorporates by this reference the Preliminary Statement hereto, and the parties represent and warrant to each other that such Preliminary Statement is true and correct. This Agreement contains the parties' entire understanding and agreement with respect to the subject matter hereof. Any and all conflicting or inconsistent discussions, agreements, promises, representations and statements, if any, between the parties or their representatives that are not incorporated herein shall be null and void and are merged into this Agreement.

MODIFICATION, AMENDMENT AND WAIVER

Neither this Agreement, nor any part hereof, may be modified or amended orally, by trade usage or by course of conduct or dealing, but only by and pursuant to an instrument in writing duly executed and delivered by the party sought to be charged therewith. No covenant or condition of this Agreement can be waived except by the written consent of the party entitled to receive the benefit thereof.

GOVERING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to its choice or conflict of laws provisions. The parties further agree to venue and jurisdiction for any and all matters arising out of this Agreement in the State and

District Courts of Hidalgo County, Texas.

CONSTRUCTION

This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that this Agreement may have been physically prepared by one of the parties, or such party's counsel, it being agreed that all parties and their respective counsel have mutually participated in the negotiation and preparation of this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person or entity include such person's or entity's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the phrase "and/or"; (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) article, Section, subsection, clause, exhibit and schedule references are to this Agreement unless otherwise specified; and (viii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time in accordance with the terms thereof and, if applicable, the terms hereof.

NOTICES

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof, (ii) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested, (iii) if by overnight or similar third party courier service, then upon delivery thereof as confirmed by such service, (iv) if by facsimile upon confirmation thereof, or (v) if by e-mail transmission, upon electronic confirmation of receipt thereof. All notices shall be sent to the addresses set forth in the signature page hereto or such other address as a party may in the future specify in writing to the other party.

SEVERABILITY

If any Section (or part thereof) of this Agreement is found by a court of competent jurisdiction to be contrary to, prohibited by or invalid under any applicable law, such court may modify such Section (or part thereof) so, as modified, such Section (or part thereof) will be enforceable and will to the maximum extent possible comply with the apparent intent of the parties in drafting such Section (or part thereof). If no such modification is possible, such Section (or part thereof) shall be deemed omitted, without invalidating the remaining provisions hereof. No such modification or omission of a Section (or part thereof) shall in any way affect or impair such Section (or part thereof) in any other jurisdiction.

CAPTIONS

The captions, headings or titles of the various Sections of this Agreement are for convenience of reference only, and shall not be deemed or construed to limit or expand the substantive

provisions of such Sections.

COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which together shall constitute a single agreement.

TERMS AND AGREEMENT

The initial term of this Agreement shall commence on December ____, 2021, and shall continue in effect for a period of three (3) years ("Initial Term"). Upon conclusion of the Initial Term, the Agreement shall be automatically renewed for successive one (1) year renewal terms (each a "Renewal Term") unless the Agreement is ~~some~~ terminated in accordance with the provisions herein. The Initial Term and each Renewal Term, as applicable, shall be referred to herein collectively as the "Term".

Either party may terminate this Agreement without cause, at any time, by providing the other party with at least thirty (30) days prior, written notice.

As a duly authorized representative of City and Emergent Air, I certify my signature below that I agree to and accept to and accept the terms of the Ambulance Service Contract as stated above

Elite Medical Transport, LLC

By: _____

Ronald Lee King, President

7201Boeing Dr.

El Paso, Texas 79925

City of Pharr

By: _____

Edward Wylie, Interim City Manager

118 S. Cage Blvd.

Pharr, Texas 78577



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.J.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with STX Underground LLC from Brownsville, TX for the labor of the Fiber Optic Network - South Build Phase III Project in the amount of \$11,872,796.98 through The Interlocal Purchasing System (TIPS) Purchasing Cooperative Contract number 200201-3132

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City is needing to bring a contractor onboard for the building out of the distribution fiber for Phase 3 of fiber project.

Fiscal Consideration: \$11,872,796.98

Staff Recommendation: Staff recommends approval of STX labor agreement for phase 3.

Alternatives: Alternate contractor

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 11/10/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



PROJECT NAME & NO.	City of Pharr Fiber Optic Network - Phase III Labor		
JOB LOCATION	South Pharr		
PROPOSAL DATE	November 8, 2021	PROJECT START DATE	TBD
OWNER INFORMATION		CONTRACTOR INFORMATION	
OWNER NAME	City of Pharr	CONTRACTOR COMPANY NAME	STX Underground LLC
OWNER CONTACT NAME	Mr. Ed Wylie, City Manager	CONTRACTOR CONTACT NAME	Rolando Martinez
ADDRESS	118 S. Cage Blvd., Pharr, TX 78577	ADDRESS	144 Country Club Rd#2, Brownsville, TX 78520
OWNER PHONE	(956) 402-4231	CONTRACTOR PHONE	(956) 312-6530
OWNER EMAIL		CONTRACTOR EMAIL	stxundergroundllc@gmail.com
SCOPE OF WORK			
Installation of quantities detailed on "Construction / Labor Units" bidsheet attached.			
MATERIALS AND SERVICES NOT INCLUDED			
STX Underground proposes to provide all the labor, equipment, and services necessary for the installation of the materials specified in the "Construction / Labor Units" bid sheet attached. *All Materials to be Provided by the City of Pharr*			
AGREEMENT TERMS			
As per the City of Pharr's Contract Documents. TIPS Contract No.: 200201-3132 The proposed duration for Phase III Labor is six (6) months. Please see attached preliminary schedule (subject to change). A detailed construction schedule will be developed with the City's input to determine priority of work packages.			
PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED BY DATE OF			December 9, 2021
PROPOSAL TOTAL			
\$11,872,796.98			
(Itemized breakdown provided in subsequent sheets.)			
ACCEPTANCE OF PROPOSAL			
Proposed costs, specifications, and conditions detailed above are accepted, and specified work is authorized to begin upon issuance of the notice to proceed.			
Payment for services rendered will be made as specified in the contract documents.			
STX UNDERGROUND LLC SIGNATURE			DATE November 8, 2021

Construction/Labor Units					
UNIT CATEGORY	CLARIFICATION / DESCRIPTION	UNIT OF MEASURE	DESIGN UNITS	Unit Price	Total
UGB	Construction - Place NEW 1-1.25" HDPE	FT	283500	\$ 12.50	\$ 3,543,750.00
UGB	Construction - Place NEW 2-1.25" HDPE	FT	185000	\$ 12.50	\$ 2,312,500.00
UGB	Construction - Place NEW 3-1.25" HDPE	FT			\$ -
UGB	Construction - Place NEW 1-2" HDPE	FT	17100	\$ 12.50	\$ 213,750.00
UGB	Construction - Place NEW 2-2" HDPE	FT	50000	\$ 13.00	\$ 650,000.00
UGB	Construction - Place NEW 3-2" HDPE	FT			\$ -
UGB	Construction - Place NEW 1-4" HDPE	FT			\$ -
UGB	Construction - Place NEW 2-4" HDPE	FT			\$ -
UGB	Construction - Install Coupler 1.25"-4"	EA	1542	Included in Conduit Unit Price	\$ -
FIBER	Construction - Place 1 NEW / 24F - 576F Cable (Includes	FT	241400	\$ 1.17	\$ 282,438.00
FIBER	Construction - Place 1 NEW / 24F - 864F Aerial Cable (Includes Slack)	FT			\$ -
FIBER	Additional Cable Installation Adder	FT			\$ -
FIBER	Construction - Place MSTs (50' to 750') in conduit (\$1.30 LF)	EA	3375	\$ 471.75	\$ 1,592,156.25
UGB	Construction - Place NEW 17"x30"x30" (Handhole)	EA	3315	\$ 275.00	\$ 911,625.00
UGB	Construction - Place NEW 24"x36"x24" (Handhole)	EA			\$ -
UGB	Construction - Place NEW 30"x48"x36" (Handhole)	EA	605	\$ 300.00	\$ 181,500.00
UGB	Placement of Fiber Distribution Hubs (FDH) Vault Mounted (incl. Splitter Install)	EA	31	\$ 800.00	\$ 24,800.00
UGB	Placement of Fiber Distribution Hubs (FDH) Sub Surface (incl. Splitter Install)	EA			\$ -
UGB	Construction - Place NEW Cable Marker	EA	20		\$ -
UGB	Construction - Place Tracer Wire	FT	539100	\$ 0.50	\$ 269,550.00
UGB	Construction - Place Flat Drop Kits	EA	844	\$ 35.00	\$ 29,540.00
SPL	Splicing - Prep Splice Closure	EA	340	\$ 250.00	\$ 85,000.00
SPL	Splicing- Fusion Splice-Ribbon	EA	96	\$ 28.00	\$ 2,688.00
SPL	Splicing - Fusion Splice-Loose Tube	EA	17800	\$ 35.00	\$ 623,000.00
UGB	Construction - Place NEW Core Bore(s)	EA			\$ -
UGB	Construction - NEW Remove & Restore Sidewalk	SF			\$ -
UGB	Construction - NEW Remove & Restore Asphalt	SF			\$ -
ISP	Drop Service (<200')	EA	100	\$ 250.00	\$ 25,000.00
ISP	Drop Service Adder (100+ after 200')	EA			\$ -

ISP	Building Cable Entrance (Commerical) incl. Core Drill	EA	2	\$ 350.00	\$ 700.00
AER	Construction-Install Strand	FT	0		\$ -
AER	Construction-Install Anchor and Down Guy	EA			\$ -
AER	Construction-Install Fiber Snow Shoe	EA			\$ -
AER	Construction- Install pole mounting hardware and bonding	EA			\$ -
AER	Construction - Place/Attach NEW Aerial Riser(s)	EA	0		\$ -
				Sub-Total:	\$ 10,747,997.25
CON	Construction - NEW Remove & Restore Sidewalk - Contingency	EA	1	\$ 25,000.00	\$ 25,000.00
CON	Construction - NEW Remove & Restore Asphalt Contingency	EA	1	\$ 25,000.00	\$ 25,000.00
CON	Design / Owner Contingency (10% of Subtotal)	EA	1	\$ 1,074,799.73	\$ 1,074,799.73
				Total:	\$ 11,872,796.98

2m

	ESTIMATED PON SUBSCRIBERS	EA	7300	
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*Updated quantities based detailed design estimate (original based on HLD estimate)

*Final design quantities should be within 10-20% of estimate

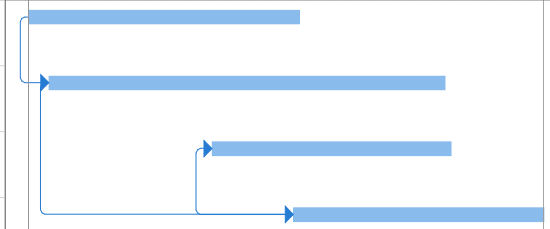
*Splice closure placement, prep, and splicing are contingent on final procured make/model

*Splice closure prep does not include patch panels or FDH splitters

*Asphalt and concrete restoration are dependent on construction methodology as dictated by field condition, should not exceed \$50,000.00

TeamPharr.net
Phase III Preliminary
Labor Schedule

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun																					
1			Bore & Pull Conduit	67 days	Mon 12/6/21	Tue 3/8/22			28	5	12	19	26	2	9	16	23	30	6	13	20	27	6	13	20	27	3	10	17	24	1	8	15	22	29	5
2			Place Handholes	98 days	Mon 12/13/21	Wed 4/27/22	1SS+5 days																													
3			Pull Fiber	60 days	Mon 2/7/22	Fri 4/29/22	4SS-20 days																													
4			Fusion Splicing	62 days	Mon 3/7/22	Tue 5/31/22	2SS+60 days																													



Project: STX Phase III Schedule Date: Thu 11/11/21	Task		Inactive Task		Manual Summary Rollup		External Milestone	
	Split		Inactive Milestone		Manual Summary		Deadline	
	Milestone		Inactive Summary		Start-only		Progress	
	Summary		Manual Task		Finish-only		Manual Progress	
	Project Summary		Duration-only		External Tasks			



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.K.

DATE SUBMITTED: November 12, 2021

MEETING DATE: November 15, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to continue maintenance and support services with Frontera Consulting out of McAllen, TX for the South Pharr Pilot Wi-Fi Project on a month to month basis until households are covered by [TeamPharr.Net](https://www.teampharr.net) services.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Consideration and action, if any, authorizing City Manager to continue maintenance and support services with Frontera Consulting out of McAllen, TX for the South Pharr Pilot Wi-Fi Project on a month to month basis until households are covered by [TeamPharr.Net](https://www.teampharr.net) services.

Fiscal Consideration: N/A

Staff Recommendation: Approval of agenda item.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jose Pena
Jose Pena
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/12/2021
New -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.L.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to award the Service Contract for Direct Internet Access Services to Smarcom Telephone LLC. at Communications Building.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City posted an RFP and 3 vendors provided proposals, Smartcom was ranked highest of 3.

Fiscal Consideration: \$10,880.00 per month

Staff Recommendation: Staff recommends 5 year agreement with Smartcom Telephone LLC with an initial speed of 40 GB at Communications Building

Alternatives: Alternate vendor.

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 11/10/2021
Approved - 11/10/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



SMARTCOMTELEPHONE, LLC.

Tuesday, October 26, 2021

SmartCom Telephone, LLC.
600 Ash Avenue
McAllen, TX 78501
956-687-7070

City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

RE: RFP Project No. 2021-01-510-S018-001B

Greetings,

SmartCom is a local telecommunications company based in McAllen, Texas. We have central office facilities and collocations in cities across the Rio Grande Valley, Corpus Christi, and Laredo. We are certified as an E-Rate (USF SLD) telecommunications and Internet service provider for schools and libraries across South Texas. Our team of employees has vast experience delivering Gigabit-level services to government agencies and can confidently meet and exceed the project requirements for the City of Pharr.

An additional advantage for our customers is that SmartCom directly peers with Tier -1 IP providers at three key locations in the United States (Los Angeles, CA; Dallas, TX; and Ashburn VA). Peering arrangements include Apple Inc., Amazon.com, Dropbox Inc., Facebook Inc., Google Inc., Microsoft, and other key networks.

Under Google Inc. peering, SmartCom maintains a dedicated private network connection to Google (AS15169), this bypasses all traditional Internet and Public Peering connections. This allows SmartCom to provide an improved user experience through fewer hops and reduced latency.

Please feel free to call me if you have any questions. My direct line is 956-213-1281. You may also e-mail me mlhilton@smartcomtelephone.com.

Michael Lea Hilton
Sales Manager



SMARTCOM TELEPHONE, LLC

CITY OF PHARR

PROJECT No. 2021-01-510-S018-001B
DIRECT INTERNET ACCESS SERVICE

Due Date: Tuesday, October 26, 2021

Time: 3:00 PM

Submitted to:

City of Pharr
118 S. Cage Blvd,
Purchasing Department (2nd Floor)
Pharr, Texas 78577

Submitted by:

Michael Lea Hilton
mlhilton@smartcomtelephone.com
Sales Manager
Smartcom Telephone, LLC
600 Ash Avenue
McAllen, Texas 78501
SPIN# 143020929



Pharr



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REQUEST FOR PROPOSALS (RFP) – DIRECT INTERNET ACCESS SERVICE

PROJECT No. 2021-01-510-S018-001B

Page 1	Request for Proposal Notice
Pages 2-11	Instructions to Respondents
Pages 12-16	Requirements & Proposal (authorized signor)
Pages 17-20	Attachments A, B, C and D
Pages 21-22	General Conditions and Agreement

REQUEST FOR PROPOSALS

Formal Sealed Proposals addressed to Mr. Edward Wylie, Interim City Manager, City of Pharr, will be received "electronically" and in "hard-copy" format on **October 26, 2021 at 3:00 p.m.** at the Purchasing Department (2nd floor) of Pharr City Hall, at which time they will be taken to the City Commission Room and publicly opened **and the names of company(ies) responding shall be announced.** All "electronic" proposal submittals must be uploaded on the City of Pharr's bidding portal <https://pharr.procureware.com>. "Hard-copy" proposals must be in the City of Pharr's possession on or before the aforementioned date and time (No late proposals will be accepted.) Typed Award Tabulation of the respondents shall be posted on our portal.)

RFP – DIRECT INTERNET ACCESS SERVICE

Respondents receiving a "**NOTICE TO RESPONDENTS**" and/or "**REQUEST FOR PROPOSALS**" notice via e-mail, fax, or reading same in the newspaper are advised that they shall be required to go online to our Bidding Portal: <https://pharr.procureware.com> to obtain solicitation documents. Proposals are to be submitted in both "electronic and hard-copy" form. Any and all related Addendums issued shall be posted on our Bidding Portal.

Potential Respondents are asked to post their questions on our bidding portal under the tab labeled "Questions/Clarifications" under the relative project number.

The City of Pharr reserves the right to refuse and reject any or all proposals, to waive any or all formalities, or technicalities, and to accept the proposal to be the best and most advantageous to the City and hold the proposals for a period of ninety (**90**) days without taking action.

Hand-deliver PROPOSALS: 118 S. Cage Blvd, Purchasing Department (2nd Floor)
If using Land Courier (i.e., FedEx, UPS): 118 S. Cage Blvd, Purchasing Department (2nd Floor)
Pharr, Texas 78577
Mail PROPOSALS: P.O. Box 1729, Pharr, TX 78577
Electronic PROPOSALS: <https://pharr.procureware.com>

The contents of the proposals shall be kept confidential until the City Commission meeting. Please label any trade secrets or confidential information to avoid public disclosure. Proposal negotiations may be necessary with the proposer presenting the most advantageous proposal.

A Pre-proposal non-mandatory conference will be held **October 12, 2021 at 10:00 a.m.** via web conferencing. All prospective respondents are encouraged to be in attendance. Meeting log in details will be issued out via Addendum No. 1

Envelopes must be clearly marked: **Project No. 2021-01-510-S018-001B**
RFP – DIRECT INTERNET ACCESS SERVICES

INSTRUCTIONS TO RESPONDENTS

1) DEVIATION FROM SOLICITATION/REQUIREMENTS

Please read your solicitation thoroughly and be sure that the **PROPOSAL** offered comply(ies) with all requirements. Any variation from the solicitation must be clearly outlined covered by a letter attached to and made a part of your proposal response. If no exceptions are noted, and you are the successful respondent, it will be required that the **SERVICES** be provided as specified.

2) PURPOSE

The purpose of these solicitation documents is to contract with a Direct Internet Access Service provider.

3) SUBMITTAL OF PROPOSAL

Submittal of an "Electronic Proposal" as well as a "Hard-Copy Proposal" shall be submitted in accordance with the solicitation documents attached hereto. Hard-Copy Proposals shall be submitted in sealed envelopes upon the blank form of proposal attached hereto. Each proposal must be completely filled out and SUBMITTED IN ORIGINAL FORM with two (2) Copies. (marked "ORIGINAL," "COPY 1," and "COPY 2" complete with all supporting documentation). Proposals submitted by facsimile (fax) or via e-mail will NOT be accepted. Submittal of a response to this solicitation constitutes an offer by the Respondent and if accepted by the City forms a binding contract. Once submitted **PROPOSALS**, become the property of the City of Pharr and as such the City reserves the right to use any ideas contained in any proposal regardless of whether that respondent/firm is selected. Submission of a 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 **PROPOSAL RESPONSE** submitted and confirmed in the contract between the City and the successful respondent otherwise. Proposals which do not comply with these solicitation requirements may be rejected at the option of the City. "Electronic Proposal" submittals MUST be submitted electronically via the City's Bidding Portal.

Envelopes must be clearly marked: **Project No. 2021-01-510-S018-001B**

RFP-DIRECT INTERNET ACCESS SERVICES

Hand-deliver PROPOSALS: 118 S. Cage Blvd, Purchasing Department (2nd Floor)
If using Land Courier (i.e., FedEx, UPS): 118 S. Cage Blvd, Purchasing Department (2nd Floor)
Pharr, Texas 78577
Mail PROPOSALS: P.O. Box 1729, Pharr, TX 78577
Electronic PROPOSALS: <https://pharr.procureware.com>

SEALED PROPOSALS: Respondents are advised that a formal Sealed Proposal (hard copy) submittal is required. Respondents must attach a printed copy of their proposal prices (Proposal form with signature page(s)).

INSTRUCTIONS TO RESPONDENTS Continued:

ELECTRONIC PROPOSAL SUBMITTAL: Respondents must go online to the City's Bidding Portal <https://pharr.procurement.com> to submit their proposal prices. Respondents are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, please follow the steps below to enter your electronic proposal response:

- a. Click on the **Bids** label located on the left-hand side of the page.
- b. Find the applicable project and click the **Project Number** reflected in blue color.
- c. On the **ReadytoBid** tab
- d. On the **Questions** tab, upload required (scanned) documents by selecting **Browse**
- e. Click on the **EnterPricing** tab and enter Unit Prices for each item being proposed. The Comment field can be filled in if available. Don't forget to **Save** your information.
- f. Once the **Questions** & **EnterPricing** tabs have been completed and saved. The Submit Bid button will become available. (keep a copy of your proposal pricing to include in your hard-copy submittal and electronic upload)
- g. Click on Submit Bid review the terms & agreements which will appear as a Pop-up Window.
- h. Click on I Accept and Submit this Bid button the "Incomplete" Status will be updated. (Please be sure to print your bid prices as inputted in Procurement and attach your hard copy bid).

***If you need to remove your proposal Click on the **Withdraw Bid** button reflected in red. You may re-submit your proposal at any time up to the published closing date & time. If you require any assistance, please contact the Purchasing Department.

The City may consider non-responsive any proposal not prepared and submitted in accordance with the provisions herein and may waive any formalities and/or technicalities or reject any and all proposals. The City of Pharr 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 considered the best and most advantageous to the City

4) TEXAS GOVERNMENT CODE CHAPTER 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED

In accordance with Chapter 2252.152 of the Texas Government Code, Respondent is to acknowledge that (a) Respondent does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Respondent is not listed by the Texas Comptroller as a terrorist organization.

INSTRUCTIONS TO RESPONDENTS Continued:

5) TEXAS GOVERNMENT CODE CHAPTER 2270 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

"In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

Sample Wording: "Respondent _____ hereby Acknowledges the Prohibition of Contracts with Foreign Terrorist Organizations and with the Boycotting of Israel. The signatory executing this contract on behalf of company hereby verifies that the company is not on the

Texas Comptroller's list of terrorist organization's is not engaged in business with Iran, Sudan or any foreign terrorist organization and will not boycott Israel throughout the term of this contract." (to be submitted on company letterhead with authorized signor(s) signature(s))

6) PREPARATION OF PROPOSAL

Proposal MUST give full firm name and address of respondent and be signed. Failure to do so will disqualify your proposal. Person signing the proposal 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. Firm name must match W-9. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal 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 proposal. 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.

7) ALTERATIONS/AMENDMENTS TO PROPOSAL

Proposals CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Pharr.

8) TIME ALLOWED FOR ACTION TAKEN

The City may hold the proposals received for up to ninety **(90)** days after proposal opening without taking action. Respondents shall be required to hold their proposals firm for the same period of time.

INSTRUCTIONS TO RESPONDENTS Continued:

9) RIGHT TO REJECT/AWARD

The City of Pharr reserves the right to reject any or all proposals, 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 Pharr in accordance with the evaluation criteria contained in the RFP. The City of Pharr's decision shall be final.

10) COST FOR PREPARATION OF PROPOSAL

The City of Pharr shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a proposal or for any work and/or presentations performed prior, during, or after execution of contract.

11) PROPOSAL FORMS

Respondents are advised that it shall be a mandatory requirement of this project that all Respondents shall submit their Proposal utilizing the form(s) on our Bidding Portal. Respondents must submit a complete hard-copy formal sealed proposal with all support information and an "electronic" proposal submittal.

12) ASSIGNMENT

Neither the Respondents contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Pharr.

13) RESPONDENTS QUALIFICATIONS

The City of Pharr may make such investigations as it deems necessary to determine the ability of the respondent to perform the services, and the respondent shall furnish to the City of Pharr all such information and data for this purpose as the City of Pharr may request. The City of Pharr reserves the right to reject any proposal if the evidence submitted by, or investigation of, such respondent fails to satisfy the City of Pharr that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

14) INTERPRETATIONS

Any questions concerning the terms & conditions and/or specification requirements with regards to this solicitation shall be posted on the bidding portal as indicated in the Notice to Respondents. Such interpretations, which may affect the eventual outcome of this solicitation, 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 Pharr in accordance with paragraph titled "Addenda" below.

15) ADDENDA

Respondent shall carefully examine the proposal forms, solicitation documents, and instructions to respondents. Should the respondent find discrepancies in, or omissions from proposal forms, solicitation documents, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Director via the

INSTRUCTIONS TO RESPONDENTS Continued:

ADDENDA CONTINUED:

bidding portal at <https://pharr.procureware.com> and obtain clarification by addendum prior to submitting their proposal response. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract solicitation documents. Said Addenda shall be e-mailed and/or faxed to all prospective Respondents. All Addenda issued in respect to this project shall be considered official changes to the original solicitation 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, potential respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Proposal Submittal. Respondent's signature on Addenda shall be interpreted as their recognition and compliance to official changes as outlined by the City of Pharr and as such are made part of the original solicitation documents. Failure of any respondent to receive such addendum or interpretation shall not relieve Respondent from its' terms and requirements. Addendums are available online at <https://pharr.procureware.com>.

16) STATUTORY REQUIREMENTS

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 services 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.

17) VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of the item, material, and/or services of this contract for whatever reason shall be considered a breach of contract and the City will immediately sever the contract with the vendor.

18) OMISSIONS

At the time of the opening of the proposals, each respondent will be presumed to have read and be thoroughly familiar with the requirements of the request for proposal. The failure or omission of any respondent to examine any form, instrument or contract document shall in no way relieve any respondent from any obligation in respect to their proposal.

19) PAST PERFORMANCE

Respondents are advised that past performance as it relates to product(s) and/or service(s) on Purchase/Service/Supply Contracts previously held with the City of Pharr shall be a factor in the evaluation and award of Contract. Respondents that have not complied with their obligation(s) to the City of Pharr on previous projects will not be considered for award of this proposal. The City's position on this matter shall be final.

INSTRUCTIONS TO RESPONDENTS Continued:

20) HUB CERTIFICATION

State Certified "**HUB Vendor(s)**" are asked to provide a copy of their certification, if they have not previously done so. Information to be emailed to the following email address: bids@pharr-tx.gov.

21) CONFIDENTIAL INFORMATION

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. All data and information submitted by the Respondent in response to this RFQ shall become public information, as provided by the Texas Open Records Act, Texas Government Code Sections 552.001 - 552.026. The City does not assume responsibility for asserting legal arguments for confidentiality on behalf of the Respondent.

22) RIGHT TO AUDIT

The City of Pharr reserves the right to audit the respondent's books and records relating to the performance of this contract. The City of Pharr, 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.

23) JURISDICTION

Purchase/Service/Supply 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.

24) VENUE

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.

25) LITIGATION

Be advised that any Respondent that is involved in any litigation with the City of Pharr will not be considered for award of this Service/Supply/Purchase Contract.

26) ANTI-LOBBYING PROVISION

During the period between proposal submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote, verbal or written, their proposal with any member of the City Commission, Bridge Board members directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractor(s) regarding any matters pertaining to

INSTRUCTIONS TO RESPONDENTS Continued:

ANTI-LOBBYING PROVISION CONTINUED:

this solicitation, except as herein provided. If a representative of any Respondent violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this solicitation. Violation of this provision may result in the rejection of the proposal, except in the course of City-sponsored inquiries, briefings, interviews, or presentations.

27) DISCLAIMER

While all precautions have been taken to ensure that files on this page will not interfere with or cause damage to your system or its existing data, City of Pharr accepts no responsibility for damages that may be caused by these files and makes no other warranty or representation, neither expressed nor implied, with respect to these files. These files are provided "as is" and you, the user, assume the entire risk when you use them.

28) WAIVER

Due to the electronic transmissions, the City of Pharr does not guarantee, nor will it be liable for the accuracy of what is read or what is downloaded.

29) LIMITATION OF LIABILITY

Vendors that use the services/lease available through this webpage agree that the City of Pharr shall not be liable for any loss of profits, loss of time, interruption of business, or indirect, special, incidental, or consequential damages of any kind whether under this agreement or otherwise due to your use of this system.

30) SEVERABILITY CLAUSE

If any portion of this solicitation document, contract, and/or agreement shall, for any reason, be declared invalid, such invalidity shall not affect the remaining provisions thereof.

31) CONFLICT OF INTEREST

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 Pharr 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 go to the Texas Ethics Commission web page at 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.

INSTRUCTIONS TO RESPONDENTS Continued:

32) HOUSE BILL (H.B.) 1295 – “DISCLOSURE OF INTERESTED PARTIES”

In 2015, the Texas Legislature adopted House Bill 1295 (H.B. 1295) has been revised. Portions of the text of subsection as amended by Acts 2017, 85th R.S., Ch. 526 (SB 255).

(Changes identified by italicized text apply only to a contract entered into or amended on or after January 1, 2018).

Sec. 2252.908. DISCLOSURE OF INTERESTED PARTIES

(a) In this section:

- (1) “Business entity” means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
- (2) “Governmental entity” means a municipality, county, public school district, or special-purpose district or authority.
- (3) “Interested party” means a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- (4) “State agency” means a board, commission, office, department, or other agency in the executive, judicial, or legislative branch of state government. The term includes an institution of higher education as defined by Section [61.003](#), Education Code.

(b) This section applies only to a contract of a governmental entity or state agency that:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

(c) *Notwithstanding Subsection (b), this section does not apply to:*

- (1) *a sponsored research contract of an institution of higher education;*
- (2) *an interagency contract of a state agency or an institution of higher education;*
- (3) *a contract related to health and human services if:*
 - (A) *the value of the contract cannot be determined at the time the contract is executed; and*
 - (B) *any qualified vendor is eligible for the contract;*
- (4) *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- (5) *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- (6) *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

INSTRUCTIONS TO RESPONDENTS Continued:

32) HOUSE BILL (H.B.) 1295 – “DISCLOSURE OF INTERESTED PARTIES” Continued:

(d) A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

(e) *The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:*

(1) *a list of each interested party for the contract of which the contracting business entity is aware; and*

(2) *a written, unsworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the following form:*

“My name is _____ my
date of birth is _____, and my address is _____

(City) (State) (Zip Code) (Country)
_____.”

I declare under penalty of perjury that the foregoing is true and correct.

*Executed in _____ County, State of _____, on the _____ day
of _____.
(Month) (Year)*

Declarant”.

(f) Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties required under this section, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission.

(g) The Texas Ethics Commission shall adopt rules necessary to implement this section, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's Internet website.

Added by Acts 2015, 84th Leg., R.S., Ch. 1024 (H.B. 1295), Sec. 3, eff. September 1, 2015.

Amended by Acts 2017, 85th Leg., R.S., Ch. 526 (SB 255, Sec. 5, eff. September 1, 2017).

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

INSTRUCTIONS TO RESPONDENTS Continued:

32) HOUSE BILL (H.B.) 1295 – “DISCLOSURE OF INTERESTED PARTIES” Continued:

As a business entity under this law, it is your firm’s responsibility to comply with all disclosure laws including Chapter 2252. The City of Pharr as the governmental entity must ensure compliance of the same.

Note: You will be required to register and create an account. Once registered, you will receive an email containing a password setup link. Click on the link to set your password. After you have established an account, you will use your email address, password, and user type (Business Entity) to log in to the filing application to enter the required information on Form 1295. Print a copy of the completed form which includes a unique certification of filing number assigned by the application. The completed Form 1295 with an “unsworn declaration” certification with signature must be submitted at the time the signed contract is submitted to the City of Pharr. Failure to comply may result in contract revocation and award to the next compliant contractor/vendor.

CITY OF PHARR
RFP – DIRECT INTERNET ACCESS SERVICES
REQUIREMENTS

PROJECT NO. 2021-01-510-S018-001B

PROPOSAL OPENING: OCTOBER 26, 2021 AT 3:00 P.M.

I. GENERAL BACKGROUND

The City of Pharr, TX (CoP) is soliciting firms through this Request for Proposals to conduct Direct Internet Access (DIA) to serve their fiber-to-the-user broadband system. The following services are required:

SCOPE OF SERVICES

1. Two dual-homed or multi-homed DIA services with facility-diversity of:
 - a. The physical transport routes from the DIA gateways to the customer locations
 - b. If dual-homed, the DIA gateway line card and port
 - c. Tier 1 DIA providers are preferred
 2. Port bandwidths of 40 Gbps and 100 Gbps committed rate with bursting capability
 3. Facility and port capability for 40 Gbps and 100 Gbps without network augmentation
 4. Cross-connects from DIA port to transport provider, if applicable
 5. Contiguous IPv4 block assignment from at least one proposed DIA provider of /22 size
 6. Re-assignment by SWIP of the IP block to CoP
 7. BGP peering and route advertisement of assigned IPv4 address blocks by both DIA providers
 8. 24x7x365 technical support
 9. 36-month and 60-month term pricing for all specified port bandwidths and service requirements
 10. Optional: acquisition of a /22 IPv4 block allocation through an ARIN transfer to CoP
- The DIA services will be delivered to the following locations (one service per site):

Primary location: 100 W Ferguson, Pharr, TX 78577

Secondary location: 9900 S Cage Blvd Pharr, TX 78577

The service must be constructed, provisioned, and available for use no later than thirty (30) days from award of contract. Qualified responses from DIA providers, resellers, and aggregators will be accepted, and must include the following detail and documentation. All pricing must be entered in the associated spreadsheet labeled “CoP DIA RFP Pricing”.

1. 36-month and 60-month term pricing for all specified DIA bandwidths and per-Mb burst rates
2. All ancillary service charges such as IP addresses, cross-connects, SWIP charges, etc.
3. Projected taxes, surcharges, and fees (Customer is tax exempt)

SCOPE OF SERVICES CONTINUED:

4. High level network diagram showing routes and diversity from DIA gateways to customer meet
5. Identification of any points of potential failure/impairment of service performance or redundancy
6. Documentation describing proposed DIA providers' interconnectedness and coverage
7. Typical response times for 24x7x365 service impairments and outages
8. A reference of similar project requirements, including name, address, and phone #.
9. The point of presence (POP) they are operating from (and upstream provider).
10. What is their current ranking and ranking for the last five years?
11. Are they using a tier 1 provider, if so, who is the tier 1/2 provider, and what are that provider's current ranking and ranking for the last five years?
12. Provide max transport capacity available at locations.

The City of Pharr is a municipal entity, and a subdivision of the state of Texas, and as such is bound by political and legislative action outside of their control. Therefore, respondents must agree to and allow for early termination of DIA services without penalty, aside from the recovery of any pre-disclosed capital investment by the respondent to provide the service, in the event legislative changes adversely affect their ability to use the service to serve retail subscribers.

II. Project Calendar

Anticipated Event Dates:

Request to Advertise:	September 20, 2021
RFP first posting:	October 6, 2021
RFP second posting:	October 13, 2021
Non-mandatory Pre-RFP Online Meeting:	October 12, 2021 at 10 AM
RFP Questions Submitted by:	October 15, 2021 at 5 PM
Answers to RFP questions published by:	October 18, 2021 at 5pm CST
Proposals Due	October 26, 2021 at 3 PM CST
Approve for Contract no later than	November 1, 2021 at 3 PM
Contract finalized no later than	November 8, 2021 at 5:00 PM
Selected firm begins work no later than:	7 calendar days from contract date
Service test and turn-up no later than:	30 calendar days from date of contract

III. Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Pharr City Council.

Evaluation criteria:

A) Qualifications and Experience (**40 Points**). Quality of response and Respondent experience in IP services. **Attachment A.**

B) Rates and Expenses (**30 Points**): (Rates and Expenses not specified will not be considered) **Attachment B.**

C) References- Three (3) Please provide Company name, contact name, address, phone number and email. (**20 Points**) **Attachment C.**

D) Additional Services. Geographic coverage and connectedness of Respondent's proposed DIA service and/or providers, creativity and value engineering of proposed solution. (**10 Points**) **Attachment D.**

IV. Award of Contract

Submission and award of contract shall be based on the "Terms and Conditions of the Request for Proposals" which is attached and make part of these specifications. This contract will be **awarded** to the respondent or respondent (s) that provides the **best value** to the City of Pharr and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

In determining the **best value** for the City of Pharr the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Section	Criteria	Weighted %
I	Qualifications and Experience	40%
II	Rates and Expenses	30%
III	References	20%
IV	Coverage, Connectedness, Creativity and Value	10%

Rating of Definitions for 10 points Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable
5	Average to Poor	

6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all
10	Excellent	Exceeds all required criteria and provides additional

V. Competitive Negotiation

The City retains the right to negotiate the final internet service/purchasing agreement(s) regarding price, covenants, terms and conditions, to be presented to the City Council of the City of Pharr for approval, with one or more of the apparent most responsive respondents as solely determined by the City.

The City reserves the right to request clarification, to conduct discussions with respondents, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of proposals or discussions.

VI. Best and Final Offer

The City may issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of the BAFO. BAFOs shall be requested only once, unless the Director makes a written determination that it is advantageous to the City to conduct further discussions or change its requirements. The request for a BAFO shall inform proposers that if they do not submit a notice of withdrawal or a BAFO, their immediate previous offer will be construed as their Best and Final Offer.

VII. Award of Internet Services/Purchase Agreement(s)

Subject to the City Council approval, award will be made to the proposer whose proposal has been deemed most advantageous to the City in accordance with the evaluation criteria contained in the RFP.

VIII. Contract Term and Termination

Contract Term for this Service Contract shall be for a period of one (1) year commencing on the date of award and ending one (1) year thereafter. The City of Pharr reserves the right to extend this Service Contract for four (4) additional years in 1- year increments, if the performance of the successful bidder/contractor remains satisfactory and their unit price(s) remain firm.

CITY OF PHARR
AUTHORIZATION TO SUBMIT PROPOSAL AND
REQUIRED CERTIFICATIONS

PROJECT NO. 2021-01-510-S018-001B

PROPOSAL OPENING: October 26, 2021 AT 3:00 P.M.

By signing below, the Proposer hereby certifies that:

- They have read, understand, and agree that acceptance by the City of the Proposer's offer by the issuance of an agreement which will create a binding contract;
- They agree to fully comply with all terms and conditions as set forth in the agreement, and amendments thereto, together with the solicitation documents, and other forms contained herewith;

The person signing the Proposal certifies that he/she is the person in the firm's organization responsible for, or authorized to make decisions regarding the proposal, prices, covenants, terms and conditions quoted.

The Respondent is a corporation or other legal entity.

No attempt has been made or will be made by the Proposer to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

 ✓ All amendments to this RFP issued by the City have been received by the person/organization below. All amendments are signed and returned with the Proposal.

 No amendments have been received.

The price, covenants, terms and conditions in this Proposal are valid for ninety (90) days from the date of submission.

Respectfully submitted this 26th day of October , 2021.

AUTHORIZED SIGNOR:



TYPE/PRINT NAME:

Alan Yoder

TITLE:

President

FEDERAL TAX ID:

74-2897310

LEGAL COMPANY NAME:

Smartcom Telephone, LLC.

ADDRESS:

600 Ash Avenue

(Street)

McAllen, TX 78501

(City, State, Zip Code)

TELEPHONE NO.

956-687-7070

E-MAIL:

ayoder@smartcomtelephone.com

Attachment A

Qualifications & Experience To be submitted with Respondent's Proposal

Please describe your governmental experience and capabilities for other clients for similar work
Orion Consortium (Region One Education Service Center):

This project was awarded in 2019 and completed by July 1, 2020. The services include a total of 32 Districts

throughout the Rio Grande Valley and Laredo Tx.

Number of WAN Circuits: 33

Dedicated Internet Access: 100Gbps with an option 200 Gbps

United ISD:

This project was awarded in 2017 and completed on 2017. The services include 10Gb WAN and 2 - 10 Gb DIA

Number of Sites: 48

Dedicated Internet Access: 2 x 10Gbps

Brownsville ISD:

Even though Brownsville has been customer for several years, The current project was awarded in 2019 and completed (On net with Smartcom) Services include 60 schools and Dedicated Internet Access

Number of WAN circuits: 60+ schools at 10Gbps

Dedicated Internet Access: 10Gbp

SmartCom currently has direct peering arrangements with other Tier -1 IP providers at three key locations in the United States (Los Angeles, CA; Dallas, TX; and Ashburn, VA). Peering arrangements include Apple, Inc., Amazon.com, Dropbox, Inc., Facebook, Inc., Google, Inc., Microsoft, and other key networks.

Attachment B

Compensation Schedule To be submitted with Respondent's Proposal

Percentage of DIA RFP pricing form:

Number / Items Description	Unit Cost
1) 40G / 36 MONTHS	\$ 9200.00/mo., single circuit DIA
2) 40G / 60 MONTHS	\$ 8880.00/mo., single circuit DIA
3) 100G / 36 MONTHS	\$ 17,750.00/mo., single circuit DIA
4) 100G / 60 MONTHS	\$ 15,900.00/mo., single circuit DIA
5) ANCILLARY SERVICE CHARGES (IF ANY)	opt. +\$2000.00/mo., protected ring
5.1) ANY CHARGE FEE Will be billed as 1024 IP or 2048 IP block.*	\$ 1/IP/Mo., (for /22 or /21 block)
5.2) ANY CHARGE FEE	\$ 0.18/Mb burst over 40GB, 36mos.
5.3) ANY CHARGE FEE	\$ 0.17/Mb burst over 40Gb, 60mos.
6) CONSTRUCTION DAYS	28 days, non-protected **
7) PROJECTED SURCHARGES & FEES	\$ 0.00
ADDITIONAL INFORMATION	
8) MAXIMUM TRANSPORT CAPACITY	100 Gbps ****
9) HIGH LEVEL NETWORK DIAGRAM (PLEASE ATTACH)	see attached network diagram
10) IDENTIFICATION OF ANY POINTS OF POTENTIAL FAILURE (PLEASE ATTACH INFORMATION)	see Appendix 1
11) DOCUMENTATION DESCRIBING PROPOSED DIA PROVIDERS' INTERCONNECTEDNESS AND COVERAGE (PLEASE ATTACH INFORMATION)	see Appendix 2
12) TYPICAL RESPONSE TIMES FOR 24 X 7 X 365 SERVICE IMPAIRMENTS AND OUTAGES	4hrs MTTR, see SmartCom Product Supplement Transport, Sec. 4.4
13) WHAT IS YOUR CURRENT RANKING FOR THE LAST 5 YEARS?	3107 for AS14860
14) IF USING A TIER 1 PROVIDER, IF SO, WHO IS THE TIER 1 / 2 PROVIDER	PCCW, Cogent, Hurricane Electric ***

* IP addresses are non-portable. See attached IP Policy.

**90 days for completed ring protection

*** AS Rankings: Cogent #3, Hurricane Electric #7, and PCCW #10. Source: <https://asrank.caida.org/>

**** Additional 100 Gbps ports can be added on an individual case basis.

Attachment C

References to be submitted with Respondent's Proposal

References

Provide three (3) references, that respondent has provided similar services to within the past three years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/CompanyName: Education Service Center ORION Consortium
Contact Name: Ali Kolahdouz
Address: 1900 W. Schunior City: Edinburg State: TX Zip 78541
Telephone No. 956-984-6063
Email: akolahdouz@esc1.net Date and Type of Service(s) Provided: 2020 - 100 Gbps DIA, 2021 DIA 200 Gbps, 34 Sites

Reference No. 2:

Firm/CompanyName: United ISD
Contact Name: Rene Cruz
Address: 201 Lindenwood Dr City: Laredo State: TX Zip 78045
Telephone No. 956-473-6246
Email: renec@uisd.net Date and Type of Service(s) Provided: 2017- 48 Sites, 10Gbps Fiber Transport Services, 2020 2-10Gbpsx10Gbps

Reference No. 3:

Firm/CompanyName: Brownsville ISD
Contact Name: Todd Nichols
Address: 1900 Price Road City: Brownsville State: TX Zip 78521
Telephone No. 956-554-2702
Email: todda@bisd.us Date and Type of Service(s) Provided: 2019 - 60+ schools with 10 Gbps WAN circuits and 10 GBps DIA

Attachment D

Additional Services

Geographic coverage and connectedness of Respondent's proposed DIA service and/or providers, creativity and value engineering of proposed solution

To be submitted with Respondent's Proposal

Please describe your ability to provide additional services beyond the minimum specifications

SmartCom Telephone, LLC is connected to the Internet Exchange (IX) Points, through Equinix, in Ashburn (VA),
Dallas (TX) and Los Angeles (CA). We maintain a surplus of available bandwidth to meet and exceed the

demands of our customers in South Texas. We are constantly re-investing in our network our products, and
our services to bring the best results to our customers.

We provide critical internet for federal, state, and local governments. We also provide fiber solutions for univer-
sities, school districts, and for the Region One ORION (One Regional Interconnected Optical Network) project.

Our customers range from the largest commercial ventures to the family-owned small businesses. With

SmartCom, you will have direct LOCAL points of contact that will respond to your questions or concerns. When
you call our customer support line, you will speak with our employees – people that work and live in the Rio

Grande Valley. With SmartCom, you have the convenience to meet with us face-to-face at our headquarters in

McAllen, or at your offices in Pharr. Your time is valuable, and we appreciate your need to complete this project

quickly and efficiently. SmartCom is uniquely positioned in that we already have fiber in the City of Pharr

facilities. We are extremely confident that we can implement a 100+ Gigabit solution well within the timeframe

proscribed for this project.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

10/18/2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-810194

Date Filed:
10/06/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Smartcom Telephone, LLC.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Pharr

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP No. 2021-01-510-S
Direct Internet Access Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yoder, Alan	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Alan Yoder, and my date of birth is 08/21/61.

My address is 600 Ash Avenue, McAllen, TX, 78501, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 6th day of October, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



600 Ash Ave
McAllen, TX 78501
Phone: 956-607-7070
Fax: 956-213-1203

**TEXAS GOVERNMENT CODE CHAPTER 2270 PROHIBITION ON CONTRACTS
WITH COMPANIES BOYCOTTING ISRAEL**

In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of this contract.

Respondent hereby Acknowledges the Prohibition of Contracts with Foreign Terrorist Organizations and with the Boycotting of Israel.

The signatory executing this contract on behalf of company hereby verifies that the company is not on the Texas Comptroller's list of terrorist organization's is not engaged in business with Iran, Sudan or any foreign terrorist organization and will not boycott Israel throughout the term of this contract.



Signature

Alan Yoder

Printed Name

President

Title

10-25-21

Date

CITY OF PHARR
RFP – DIRECT INTERNET ACCESS SERVICES
GENERAL CONDITIONS AND AGREEMENT

1. Vendor proposes and offers to supply the City of Pharr with **ITEM DESCRIPTION** (Circle one or all) for a period commencing on the date of award of the Service Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for four (4) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remains unchanged.**
2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "RFP Form(s)".
3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of **ITEM(S)** and the transferring of same into the City's designated area(s).
4. It shall be the responsibility of the vendor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance required by Federal and/or State law.
5. Neither the vendor nor his/her employees engaged in the delivery of **ITEM(S)** to the City's designated area(s) 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's delivery personnel. The City shall have the right of inspection of any and all **ITEM(S)** at any and all delivery points, before & after the actual delivery of **ITEM(S)**.
6. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced.
7. The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the **ITEM(S)** being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.
8. This is a bid and offer by vendor to the City of Pharr and shall not be binding upon the City unless accepted and signed by Mr. Ed Wylie, Interim City Manager, City of Pharr.

CITY OF PHARR
RFP – DIRECT INTERNET ACCESS SERVICES
CONTRACT GENERAL CONDITIONS AND AGREEMENT Continued:

Accepted this _____ day of _____, 2021

AUTHORIZED SIGNOR

TYPE/PRINT NAME

TITLE

LEGAL COMPANY NAME

CITY OF PHARR

OWNER

ED WYLIE,

INTERIM CITY MANAGER

WITNESS

APPROVED AS TO FORM:

PATRICIA RIGNEY, CITY ATTORNEY



DIRECT INTERNET ACCESS SERVICE

PROJECT NO. 2021-01-510-S018-001B

BID OPENING DATE: October 26, 2021 AT 3:00 P.M.

ADDENDUM NO. 1

Prospective respondents are advised that for purposes of this project, all original solicitation requirements and Addendum No. 1 requirements as expressed herein shall be considered part of the solicitation package. As such, respondents are advised to recognize and comply with all aspects of this request.

CLARIFICATIONS:

Respondents are advised that Pre-RFP Conference will be virtual following the link:

City of Pharr Pre-RFP Conference on DIA
Tue, Oct 12, 2021 10:00 AM - 11:00 AM (CDT)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/353153317>

You can also dial in using your phone.
United States: [+1 \(408\) 650-3123](tel:+14086503123)

Access Code: 353-153-317

ALL OTHER MINIMUM REQUIREMENTS REMAIN UNCHANGED.



Signature, Acknowledge Add. #1

10/21/2021

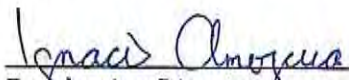
Date

Smartcom Telephone, LLC.

Legal Company Name (Print/Type Name)

10/21/2021

Date



Purchasing Director

October 11, 2021

Date

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addenda which shall be made part of their Bid Submittal. Bidder(s) Signature on Addenda shall be interpreted as the vendor's "recognition and compliance to official changes" as outlined by the City of Pharr.



600 Ash Ave
McAllen, TX 78501
Phone: 956-607-7070
Fax: 956-213-1203

City of Pharr

Project No. 2021-01-510-S018-001B

Attachment B, Question 10

IDENTIFICATION OF ANY POINTS OF POTENTIAL FAILURE

The SmartCom Telephone, LLC NOC and Central Offices are backed up with battery power and generators to ensure uptime during loss of commercial power, especially during critical weather events. As a result of our preparation and diligence, the SmartCom NOC maintained uptime and capacity throughout the Winter storm of February 2021.

Our fiber network continually reviewed for opportunities to add redundant routes and protected rings across our coverage footprint. In our high-level network diagram (submitted on Attachment B, Number 9), we have independent routes to cover both delivery points for the City of Pharr.

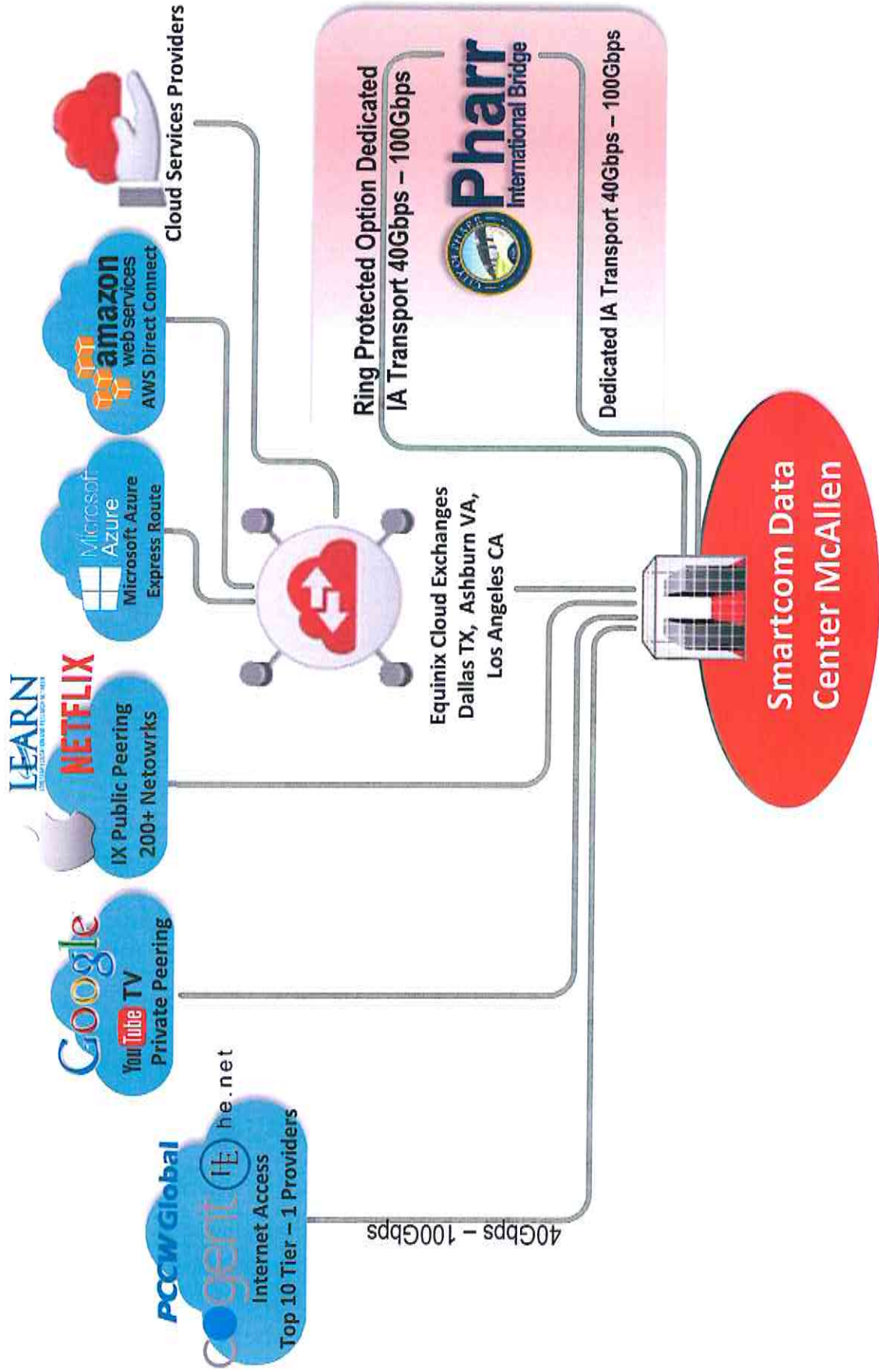
The SmartCom network is proactively monitored 24x7, 365 days a year. When we respond, it is with our own employees and our own repair and fiber splicing equipment. We are prepared with both primary and backup equipment to respond to multiple issues simultaneously.



City Of Pharr

SmartCom The **SMART** choice in Telephone & Data Services

Smartcom Telephone point of presence (POP) and upstream providers

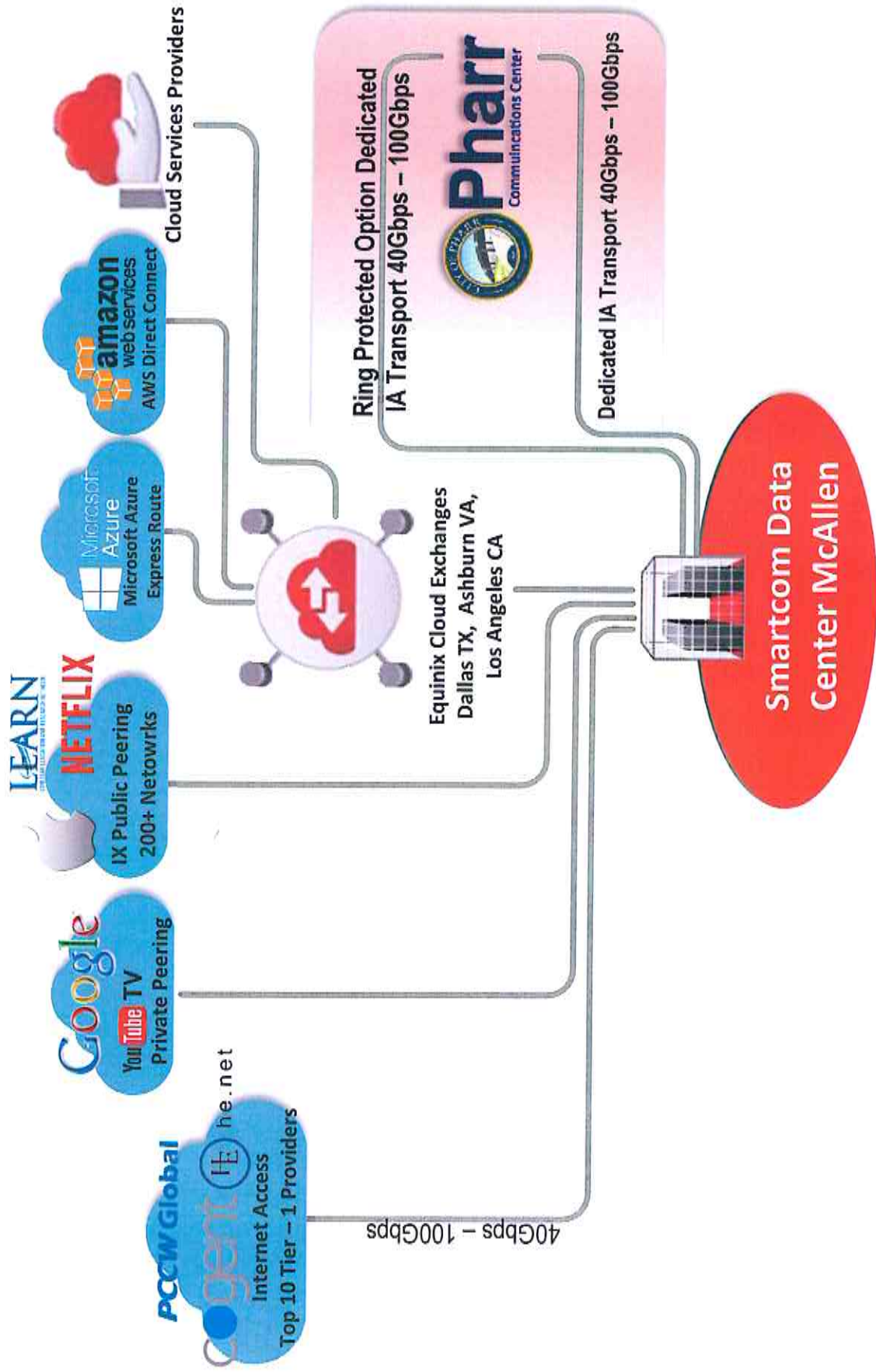




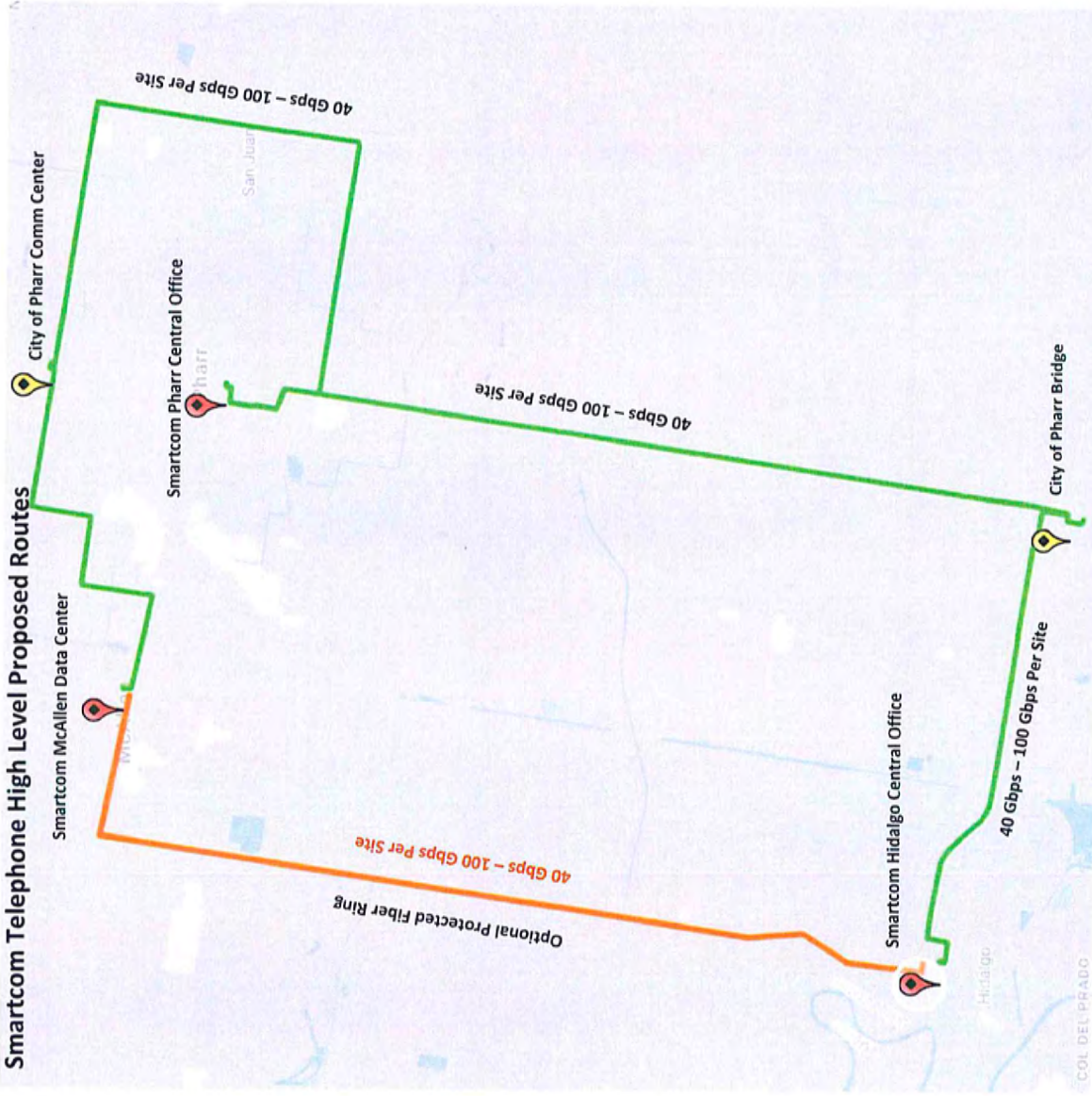
City Of Pharr

SmartCom The **SMART** choice in Telephone & Data Services

Smartcom Telephone point of presence (POP) and upstream providers



Smartcom Telephone High Level Proposed Routes



CONFIDENTIAL

NOT FOR PUBLIC RELEASE

Smartcom Telephone, LLC IP Allocation Policy

Overview

Smartcom efficiently allocates IP addresses to customers based primarily on RFC2050, RFC3177 and the ARIN and RIPE guidelines. In cooperation with its customers, Smartcom will make the most efficient use of allocated network space so that it can continue to route traffic and obtain new network address space on an as-needed basis.

Smartcom encourages and supports customers who require global address space for their networks, however, it will examine all requests for address space with care to validate the use of the IP numbers that are allocated. In certain limited situations, Smartcom may request a customer to redesign its network before routing new address space to the customer, if the existing range of addresses is sufficient for customer requirements. Smartcom reserves the right to deny new address space in the event a customer unreasonably refuses a valid network re-design request.

Smartcom must answer to ARIN/RIPE for their allocations and demonstrate efficient utilization. As a result, customers are required to provide the same information to Smartcom that Smartcom provides to the ARIN/RIPE. Customers demonstrate efficient usage of IP addresses by filling out an IP Questionnaire to document their needs. This document shows, in detail, their plan for using IP addresses over the next 3 to 12 months.

ARIN/RIPE and IPs

ARIN is the American Registry for Internet Numbers and RIPE is the Réseaux IP Européens. They are tasked with stewardship of allocations of IP addresses to ISPs in the North American region and European region as well as the Middle East, Central Asia, and Northern Africa. Every ISP has to demonstrate to either ARIN or RIPE that they have efficiently utilized their existing IP addresses in order to get additional addresses. Efficient utilization is shown by collecting information from each customer on how they are implementing their network. This is where Smartcom's IP Request comes into play.

ARIN's rules read, in part:

Allocations are based on need, not solely on a predicted customer base.

Allocations are based on an ISP's utilization history, projected 12-month requirement, and other information ARIN deems necessary. Therefore, initial allocations may be relatively small. Likewise, justification for subsequent address blocks will be based on utilization verification supplied to ARIN in the form of reassignment information. The most important factor in evaluating requests for additional address space is the current utilization of address space by the requesting ISP as well as its downstream customers. ISPs must have efficiently utilized all previous allocations, and at least 80% of their most recent allocation in order to receive additional space. This includes all space reassigned to their customers. Therefore, it is important that ISPs require their downstream customers to follow the efficient utilization practices described in this and other ARIN guidelines.

Please refer to their website for further information.

RIPE has very similar policies to those of ARIN. Concerning allocation to your downstream customers, RIPE states:

It is recommended that LIRs [ISPs, in effect] make use of a slow-start mechanism when making a sub-allocation for a downstream network operator. There are two main advantages to this: the LIR can ensure that the address space it sub-allocates is used efficiently; also the LIR can determine the ability of the

Smartcom Telephone, LLC
IP Allocation Policy

downstream organization to operate within the policies set by the RIPE community. The current rate of consumption of the remaining unassigned IPv4 address space does not permit the assignment of addresses for administrative ease. Examples of this include, but are not limited to, ease of billing administration and network management.

Customer Equipment Guidelines

Retail/Corporate [Ethernet to 10GigE]

- Customers classed as "Retail" are End-Users. A typical example would be a law firm with offices in a multi-tenant office building.
- Retail/Corporate customers accepting service in a Carrier Neutral Datacenter are required to use a Layer-3 device
- A Line sold as "Retail" are only to be used for Internet access for company employees and for company business. Web hosting your own corporate sites is OK, web hosting those of someone else is not.
- Retail lines may use a Switch (or other Layer-2 Device) to connect to Smartcom if they require a /25 (128 IPs) or less.
- If more than a /25 is required, a Router (or other Layer-3 Device) is required.
- Reselling IP services on a Retail line is grounds for cancellation.

Wholesale/ IP Reseller [Ethernet to 10GigE]

- Customers classed as "Wholesale" are those that Resell IP Services of any type on the line. Typical examples of this would be a collocation, streaming, or webhosting company.
- All Resellers are required to use a Router (or other Layer-3 Device) to connect to Smartcom.

Collocation Customers [Ethernet to 10GigE]

- At Smartcom owned and operated Collocation facilities, a Layer-2 device [switch] is permitted to be used on the line, and the block of IP addresses will be directly connected to the interface. No routing is required.
- Customers with traditional 'telco-type' services must use a router, as the line is a point-to-point link and no other connection type is possible. Only a /30 is possible for the router-router interface on a traditional telco-type line, and any justified block size will be routed to you across it. This includes the following.

T1, E1, T3, E3, OC3, STM1 customers

General Conditions for Allocations - IPv4

- Routers or other Layer-3 Devices will connect to Smartcom via a /30. If a second router/firewall is needed for hardware level redundancy on the customer end for an Ethernet interface a /29 will be permitted, with the allocated block size routed to the second IP address in the /29. No other block sizes are permitted on the interface for resellers.
- Customers must use at least 50% of their initial allocation immediately (defined as same day, with a one-week window for unexpected equipment issues or unusual circumstances). A utilization rate of less than 50% indicates the customers' immediate needs are for a smaller block. For example, if a /26

Smartcom Telephone, LLC IP Allocation Policy

(62 useable IPs) is assigned, Smartcom should be able to ping (or otherwise verify usage) 31 of them one week after assigning them.

- Customers must use 80% of the block within three months. If the 80% mark is not reached, Smartcom reserves the right to withdraw the block and reassign a more appropriate size.

- Customers must use 80% of the last-assigned block and 100% of all previous blocks before Smartcom will issue additional IPs. The existing blocks of IPs must respond to ping (or be otherwise documentable), and existing hosts must have forward and reverse DNS. Optimally, customers will receive a block adequate for their documented needs for the next 90 days, use it completely, and come back for more, once a quarter.

- Customer blocks are sub-delegated to customers via ARIN's RWHOIS.

- ARIN now permits allocation of a /24 when BGP multi-homing is required. Only one /24 is allowed to be assigned from any one ISP and it can then be announced to all ISPs to give you full redundancy. If your other ISP has not assigned a /24 to you for BGP, you may obtain one from Smartcom. See ARIN NRPM Part 4.3.2.6 for more information.

General Conditions for Allocations - IPv6

- The largest IPv6 subnet that will be directly connected to a Smartcom interface is a /64.
- Customers that require no more than 256 subnets over the next 5 years should request a /56.
- All request for multipliable /48 to a single customers site will require the approval/review of ARIN/RIPE.
- Customer blocks are sub-delegated to customers via ARIN's RWHOIS.

Detailed Documentation Requirements

For IP Requests of a /28 (14 usable IPs) or larger, please contact your Service Delivery rep (for your initial allocation) or Customer Service (for additional IPs). Requests of this size are handled on a case-by case basis, and will require extensive documentation, including network engineering plans. In many cases, customers requiring larger blocks of IPs have already met the at-times seemingly convoluted ARIN requirements necessary to get their own block. We can discuss your specific circumstances and offer guidance in this situation. Obtaining your own block allows you to never worry about renumbering all of your machines again, and frees you from being directly dependant on any single ISP for IPs.

If you are a multi-homed customer and you have utilized a /22s worth of IP addresses, you can obtain a block directly from ARIN.

For IPs to be used for your network, Smartcom requires customers to list [IP-Request question 8] subnets and the numbers of servers/hosts in them for immediate, 3, 6, month, and 12-month requirements. You should also include aggregate blocks that you will be using for customers, but don't detail individual customers or hosts here - we don't expect you to know at any given time what every single customer has going on, provided you gave them an appropriately sized block following the current practice of slow-start and 90-day models.

In most circumstances, Smartcom will allocate IPs based on 3-month requirements. Smartcom may also, at its sole discretion, use the 6-month projections to set aside the next contiguous block for the customer, if it believes there is a high probability of accuracy in the customer projections. Such reservation is not a guarantee that the customer will receive that specific block. If the customer utilizes IPs at the indicated rate, it should not be a problem, but a slower than predicted utilization will likely result in the block being allocated to another customer who can use it immediately.

Smartcom Telephone, LLC
IP Allocation Policy

NAT, Firewalls, and Private IPs

If a proxy firewall or other means that prevents Internet traffic from bi-directionally connecting to internal LAN hosts will be used, the machines behind the "filter" are considered hosts that do not require globally routable IP addresses and do not need to be included in the map. A good example of this would be customer internal PCs and printers - these do not require and for security reasons should not have globally routed IP addresses. In this instance, the customer should use an RFC-specified Private Network (see RFC-1918) for internal networking. Smartcom will assign an appropriately sized net block according to the customer's needs for publicly visible servers in the firewall DMZ (email, www, FTP, etc.).

If you need to use NAT (1:1 IP mapping of internal to external addresses) instead of PAT (1 external IP used by many internal ones), please explain why in IP-Request. There are several applications that don't support PAT properly, if you have run into this simply explain the issue.

Downstream Customer IP Needs

For IPs to be used for your downstream customer networks, Smartcom requires its customers to list [IP-Request question 8] subnets and the associated downstream customer names. This is analogous to the ARIN requirement of having customers show up in SWIP/RWHOIS, but we have elected to use a simpler requirement due to the typically smaller size of customers obtaining IPs.

No specific details are required as to customer host counts in the IP-Request itself; it is assumed that you have enacted similar verification processes on and have policies in place to ensure correct block selection for your downstream customers. If not, future allocations will be affected. Before issuing space, Smartcom reserves the right to ask for documentation provided by your customer to justify assignment of a particular block to them. This is done to spot-check your own internal allocation policies and provide guidance when needed, as you work your way up to receiving your own allocation from ARIN/RIPE.

Web-hosting Services

If you will be doing IP-based web-hosting, ARIN requires you provide Smartcom with what they term your "technical justification" for doing so, as well as a list of domains and URLs [IP-Request question 9]. Name-based web-hosting is the preferred way (whenever possible) as it utilizes significantly fewer addresses, but for a variety of reasons it is not always possible. If you can't use it, please simply explain why. URLs provided as documentation must resolve with both forward and reverse DNS.



CUSTOMER IP JUSTIFICATION/SURVEY

The information requested on this form will be used to determine the IP numbers your company will require to provide connectivity to the Internet, and/or to substantiate how the IP numbers currently assigned are being used. This information is necessary to insure you will have the IP space needed, as well as to gather information we must, in turn, provide to The American Registry of Internet Numbers (ARIN) regarding how our customers are using their assigned IP space.

ARIN controls allocation of the available IP numbers for North and South America, the Caribbean and sub-Saharan Africa. If you are interested in how this process works you can check their web site at www.arin.net. There is a complete library of the rules and procedures that pertain to Internet Service Providers such as Smartcom Telephone, LLC, as well as customers that use the services of the ISP.

In order to obtain IP numbers for new customers, Smartcom Telephone, LLC must demonstrate that we are using 80% of our total allocated numbers. ARIN allocates numbers to each ISP, and the ISP in turn assigns or allocates those numbers to customers based on their needs. Justifying additional space for new customers means that we must ask that each of our customers who have been assigned IP numbers legitimately use at least 80% of the numbers they are assigned/allocated before requesting more. If the customer does not need the numbers, it is incumbent on the ISP to reduce the numbers assigned to that customer, and reallocate them to either an existing customer who has a legitimate need for additional space, or assign them to a new customer. In many cases this is the only avenue we may have to provide a new customer with the basic IP space required to achieve connectivity to the Internet.

Providing the information requested on this form is not optional, it is required to obtain new IP numbers and to justify the numbers that have already been assigned. Please take the time now to complete the forms, and either mail or e-mail them to Smartcom Telephone, LLC. The projections of use of the numbers should be as accurate and as truthful as you can make them. Accurate information will make it easier for Smartcom Telephone, LLC to forecast and obtain additional allocations of IP space in time to meet our customers' needs.

Smartcom Telephone, LLC asks that you complete this form as honestly and as accurately as you can. If you do not need the space you are currently assigned, please allow us to reassign it to a customer who needs it now. Smartcom Telephone, LLC will provide a block of 2 IP numbers (CIDR Class /30) for initial network connections. That will be the basic number of IPs provided unless additional numbers are justified. ARIN requires that utilization of 8 or more IP numbers be recorded in WHOIS or RWHOIS servers that they will subsequently use to review the utilization by Smartcom Telephone, LLC as a whole. We can assign additional space to meet your needs, however, each request for additional IP space will have to be justified using this package.

If you need assistance after examining the forms and explanations regarding any of the entries on the form, please contact Smartcom Telephone, LLC at 956-687-7070.



IP JUSTIFICATION/SURVEY FORM

COMPANY/CONTACT INFORMATION

Company Name:					
Domain Name(s):					
Contact Name:					
Phone Number:		-	-	E-mail:	
Street Address:					
City:		State:		ZIP:	

IP REQUEST

If you are requesting an initial assignment of IP numbers, or wish to increase the number of assigned numbers, how many numbers do you need to satisfy your immediate requirements? _____

SWIP INFORMATION

1. Would you like us to delegate reverse DNS to you? _____
2. If yes, please complete the following:
 - a. Primary DNS server name: _____
 - b. Primary DNS server IP: _____
 - c. Secondary DNS Server name: _____
 - d. Secondary DNS server IP: _____

Technical Contact:					
Phone Number:		-	-	E-mail:	
Street Address:					
City:		State:		ZIP:	

Administrative Contact:					
Phone Number:		-	-	E-mail:	
Street Address:					
City:		State:		ZIP:	

Abuse Contact:					
Phone Number:		-	-	E-mail:	
Street Address:					
City:		State:		ZIP:	



IP NUMBERS CURRENTLY USED

Starting Number	Ending Number

Please tell us how and when you intend to use the numbers you currently have assigned, or are requesting now.

ADDRESS ALLOCATION PLAN

Subnet Size	Immediate Usage	6-Month Usage	One Year Usage	How Will The IP Numbers Be Used

CURRENT/PROJECTED USAGE

IP Block	Assigned To Customers Or URLs	Routers Switches Bridges Firewalls	Work-stations Requiring Static IPs	Servers Requiring Static IPs	Other Devices Requiring Static IPs	Total # Of IP Numbers Used

Note: The devices listed can be that of a router, server, or other device which requires a static IP address. Do not list equipment that can function internally without a static address advertised on the public side.

If you will be sub-netting the IP space assigned to you, please provide the subnet allocations in the box below.



SUBNET PLAN

Network/Prefix	Available Addresses In The Subnet	Addresses in Use	How Are/Will The IP Numbers Be Used

NETWORK DESCRIPTION

Please provide us a brief description of your network. A simple hand drawn sketch of the internal network and/or your wide area network will help us visualize your particular needs. Please provide a sketch, description, and other pertinent information that you feel we need below:

Customer Acknowledgement:

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Smartcom Telephone, LLC Approval:

Printed Name: _____

Title: _____

Signature: _____ Date: _____



INSTRUCTIONS FOR COMPLETING THE SURVEY FORM:

Small Company with low IP number use:

This example is for a small company with one office and 8 computers that need to have Internet access through Smartcom Telephone, LLC's router. They anticipate a small amount of growth

over the next year. Their form would look like this:

IP REQUEST

If you are requesting an initial assignment of IP numbers, or wish to increase the number of assigned numbers, how many numbers do you need to satisfy your immediate requirements? 16

SMARTCOM TELEPHONE, LLC IP NUMBERS CURRENTLY USED

Starting Number	Ending Number
205.51.96.0	205.51.96.15

Please tell us how and when you intend to use the numbers you currently have assigned, or are requesting now.

ADDRESS ALLOCATION PLAN

Subnet Size	Immediate Usage	6-Month Usage	One Year Usage	How Will The IP Numbers Be Used
16 Hosts	8	4	4	Internal servers and routers

CURRENT/PROJECTED USAGE

IP Block	Assigned To Customers Or URLs	Routers Switches Bridges Firewalls	Work-stations Requiring Static IPs	Servers Requiring Static IPs	Other Devices Requiring Static IPs	Total # Of IP Numbers Used
205.51.96.0 - 15	2	4	2	3	2	14
New block requested	4	0	4	5	2	14

Note: The devices listed can be that of a router, server, or other device which **requires** a static IP address. Do not list equipment that can function internally without a static address advertised on the public side.

NETWORK DESCRIPTION

Please provide us a brief description of your network. A simple hand drawn sketch of the internal network and/or your wide area network will help us visualize your particular needs. Please provide a sketch, description, and other pertinent information that you feel we need below:

Small Co. has one office with six computers for employees, one mail/web server, a database server which our customer's access and two servers which provide file and print services to our employees and customers. We also have one printer which our customers spool jobs to from their locations. We have no firewall or router other than our Internet provider's router. We do not have any remote offices. We expect three more employees to join us this year. We do not require static IP's for our individual workstations.



Large Company with moderate IP number use:

This example is for a large company with three offices and a variety of equipment hosted at each office. They need to have Internet access through their corporate office. They anticipate a moderate amount of growth over the next year. All of their internal office machines will be sub-netted. However, their DSL customers will each require static IP numbers. The dial-up pool will require IP numbers for dynamic assignment as well.

Their form would look like this:

IP REQUEST

If you are requesting an initial assignment of IP numbers, or wish to increase the number of assigned numbers, how many numbers do you need to satisfy your immediate requirements? 0

SMARTCOM TELEPHONE, LLC IP NUMBERS CURRENTLY USED

Starting Number	Ending Number
205.51.67.0	205.51.67.255 (complete Class C assignment)
205.51.33.0	205.51.35.255 (three Class C blocks)

Please tell us how and when you intend to use the numbers you currently have assigned, or are requesting now.

ADDRESS ALLOCATION PLAN

Subnet Size	Immediate Usage	6-Month Usage	One Year Usage	How Will The IP Numbers Be Used
16	8	4	4	Servers
96	18	38	52	DSL Customer Provisioning
144	48	52	52	Dial-up Customers

If you will be subnetting the IP space assigned to you, please provide the subnet allocations in the box below.

SUBNET PLAN

Network/Prefix	Available Addresses In The Subnet	Addresses in Use	How Are/Will The IP Numbers Be Used
205.51.92.9 /25	128	110	Corporate Office
205.51.92.10 /26	64	55	San Jose Office
205.51.92.10 /30	4	4	Routers
205.51.92.10 /29	8	6	Laptops

NETWORK DESCRIPTION

Please provide us a brief description of your network. A simple hand drawn sketch of the internal network and/or your wide area network will help us visualize your particular needs. Please provide a sketch, description, and other pertinent information that you feel we need below:

Large Company has 100 workstations, 4 servers, 12 dialup devices serving 400 customers, and 2 firewalls for the corporate office, and remote office location. Our workstations do not require static IP addressing.

We attach to the Internet in our corporate offices through the Smartcom Telephone, LLC core router in the data center.



600 Ash Ave., McAllen, Texas 78501 Phone: (956) 687-7070

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this "Master Service Agreement" or "MSA") is entered into effective as of the date set forth in the signature block of the Service Order (the "Effective Date") by and between SmartCom Telephone, LLC ("Seller"), on behalf of itself and its applicable Affiliates (as further set forth herein), and the buyer identified and signing the Service Order ("Buyer") for the provision of certain services, as set forth therein, to Buyer by Seller and/or its Affiliates.

As used in this Master Service Agreement and in any document incorporated into this Agreement by reference, "Agreement" means this Master Services Agreement, the Definitions and General Terms, its attachments, other documents referred to herein by reference, including, without limitation, the Product Supplements, and the Service Orders accepted by Seller pursuant to the terms hereof. In consideration of the mutual promises and agreement contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller (or, as applicable, its Affiliate) agrees to provide and Buyer agrees to purchase the Services according to the terms of this Agreement. **BY SIGNING THE SERVICE ORDER, BUYER ACKNOWLEDGES AND REPRESENTS THAT PRIOR TO ITS EXECUTION OF THE SERVICE ORDER IT HAS FULLY READ AND UNDERSTANDS (a) THIS MSA, (b) THE DEFINITIONS AND GENERAL TERMS DEFINED IN SECTION 1 BELOW, (c) EACH OF THE APPLICABLE PRODUCT SUPPLEMENTS, (d) ALL OTHER REFERENCED SCHEDULES, EXHIBITS AND/OR ATTACHMENTS, AND (e) SERVICE ORDERS EXECUTED IN CONJUNCTION HERewith OR PURSUANT TO THE TERMS HEREOF AND AGREES THAT THE DEFINITIONS AND GENERAL TERMS, THE APPLICABLE PRODUCT SUPPLEMENTS, SERVICE ORDERS AND ANY OTHER DOCUMENTS REFERRED TO AND INCORPORATED INTO THIS AGREEMENT ARE A PART OF THIS AGREEMENT AS IF SET FORTH HEREIN IN THEIR ENTIRETY. EXECUTION OF THE SERVICE ORDER CONSTITUTES AN AGREEMENT AND ACKNOWLEDGMENT THAT THE RELEASE, INDEMNIFICATION, AND LIMITATION OF LIABILITY PROVISIONS CONTAINED IN THIS AGREEMENT COMPLY WITH THE EXPRESS NEGLIGENCE RULE AND ARE CONSPICUOUS.**

1. **DEFINITIONS AND GENERAL TERMS.** The provisions set forth in Seller's Definitions and General Terms, which are posted under the Terms & Conditions link at www.smartcomtelephone.com/terms, as of the Effective Date (the "Definitions and General Terms") are hereby incorporated into this Agreement by reference and made a part hereof for all purposes as if fully set forth herein. In addition to terms or phrases defined elsewhere in the Master Services Agreement, in any Product Supplement or in any other part of this Agreement, where capitalized in this Agreement, the terms or phrases defined in the Definitions and General Terms shall have the meanings set forth therein.
2. **SERVICES; PRODUCT SUPPLEMENTS.** (a) Subject to Seller's acceptance of Service Orders submitted by Buyer pursuant to the terms and conditions set forth below, Seller will provide the Services to Buyer described in and pursuant to the terms of the Product Supplement(s), which Product Supplements are posted under the Terms & Conditions link at www.smartcomtelephone.com/terms and are hereby incorporated into this Agreement by reference and made a part hereof for all purposes as if fully set forth herein.
 (b) The Services that are available pursuant to this Master Services Agreement and the applicable Product Supplements may be requested by Buyer by submission of a Service Order to Seller. Charges and rates for ordered Services shall be set forth in the Service Order, with any additional applicable rates set forth in Seller's Miscellaneous Price Schedule. Seller's Miscellaneous Price Schedule, if applicable, is posted under the Terms & Conditions link at www.smartcomtelephone.com/terms and may be changed from time to time by Seller during the Term of this Agreement. If requested by Buyer in a Service Order in the form required by Seller, and accepted by Seller in a Firm Order Confirmation (a "FOC"), then Seller shall provide to Buyer and Buyer shall purchase from and pay Seller for the Services set forth therein. In each Service Order submitted by Buyer, Buyer will provide (i) all of the required information set forth in the Service Order applicable to the particular Service and (ii) any other information reasonably necessary to enable Seller to provide the Service. If Seller accepts the Service Order it shall send a FOC to Buyer by facsimile, electronically or mail. If Seller desires to accept the Service Order but requires modifications of the Service Order, then Seller shall require Buyer to submit a new Service Order on mutually agreeable terms. Seller shall specify the Scheduled Service Date in the FOC provided for the applicable Service. In the event the Scheduled Service Date, Provisioning Interval or other date of service

stated in the FOC conflicts with the requested service date on the Service Order, the Service date stated in the FOC shall govern as the Scheduled Service Date, subject to written agreement of the parties to expedite or delay such date and any applicable charges for such expediting or delay. If the Commencement Date does not occur on or before the Scheduled Service Date, unless due to an act or omission of Buyer or a third party, a Force Majeure Event, or as otherwise may be provided in the applicable Product Supplement, then Buyer shall be entitled to the remedies set forth in the Product Supplement for the relevant Service, WHICH REMEDIES SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR THE DELAY OF SERVICE. If applicable for the Service, Seller shall conduct any applicable tests as set forth in the applicable Product Supplement to demonstrate that the Service meets the specifications set forth in that Product Supplement. Buyer and its Users shall cooperate and provide reasonable assistance with same, if applicable. Seller shall notify Buyer in writing when such Service is available for use (the applicable "Installation Notification"), and the date upon which the Installation Notification is issued shall be the "Commencement Date" for the applicable Service. Charges for a Service shall begin accruing upon the earlier of (i) the commencement of the applicable Service (which shall include Buyer's transmission of any traffic, if applicable, or other use of the facilities or Service for other than testing purposes) or (ii) the later of the Scheduled Service Date or the Commencement Date.

(c) The Point of Demarcation for all applicable Services originating and terminating on Seller's facilities shall be as set forth in the Service Order, unless modified by the FOC. The Point of Demarcation for any applicable Services originating or terminating on Third Party Facilities shall be determined by the third party which owns and/or operates such facilities. For applicable Services, unless otherwise set forth in a Service Order, Seller shall be responsible for installing, maintaining and repairing equipment, and performing monitoring on Buyer's side of the Point of Demarcation; provided that any costs incurred by Seller in this regard may be recovered as Non-Recurring or Recurring Charges under this Agreement as set forth in an agreed Service Order. Buyer and all Users shall conduct their operations in a manner that does not interrupt, impair or interfere with the operations of the interconnecting systems at or on Seller's side of the Point of Demarcation. Buyer and Users shall not adjust, align, attempt to repair, relocate or remove Seller's equipment or facilities, except as expressly authorized by Seller. If the equipment and facilities of Buyer or any User are not compatible with a Service provided to Buyer, any special interface equipment or facilities necessary to achieve compatibility shall be the sole responsibility and expense of the Buyer. Seller's equipment shall remain the sole and exclusive property of Seller, and nothing contained herein shall give or convey to Buyer any right, title or interest whatsoever in Seller's equipment. Seller's equipment shall at all times be and remain personal property, notwithstanding that it may be or become attached to or embedded in real property. Unless authorized by the Seller, Buyer shall not, and shall cause any User not to, tamper with, remove or conceal any identifying plates, tags or labels affixed to Seller's equipment or facilities and will not cause or permit Seller's equipment or facilities to be or become encumbered by any liens, security interests or other encumbrances.

(d) Buyer and, to the extent applicable, each User shall provide Seller and its agents and contractors, at no cost to Seller or its agents or contractors, all necessary or appropriate access whenever required to provide, modify and/or cease providing the Service under this Agreement, and all necessary or appropriate space, power and environmental conditions at any applicable Point of Demarcation. Where the granting of access or right-of-way to Seller and its agents and contractors requires the consent or approval of third parties, Buyer shall obtain such consent or approval on behalf of Seller and its agents and contractors. Buyer shall be liable for any loss or damage, including theft, to Seller's equipment or facilities to the extent that such loss or damage is the result of Buyer's or any Users', employees', agents' or contractors' negligent acts or omissions, willful misconduct, or breach of the terms of this Agreement.

3. **CHARGES AND PAYMENTS.** (a) The Service Order and/or Seller's Miscellaneous Price Schedule will set forth any one-time, non-recurring charges that may be applicable to the relevant Services (The "Non-Recurring Charges"), variable usage-based charges (the "Usage Charges"), and any Recurring Charges that may be applicable to the relevant Services (collectively, the "Charges"). Buyer shall be responsible for the payment of, and shall hold Seller and its Affiliates, harmless from and against, any sales, use, excise, consumption, access, bypass, gross receipts, duty, assessment, value-added and/or other taxes, fees, charges or regulatory surcharges that may arise in any jurisdiction (collectively "taxes") which are assessed by reason of the provision, sale or use of Services by Seller to Buyer under this Agreement (other than taxes imposed on Seller's net income, capital, or net worth). Buyer shall immediately pay Seller for any all such taxes. Seller may be required to report revenues from certain purchases of Services and/or make contributions based on such revenues and/or sales to a state and/or federal Universal Service Fund ("USF") and various other local, state and federal government and/or quasi-governmental programs (collectively, the "Funding Programs"). Seller may impose one or more fees and/or

surcharges to recover from Buyer the contributions made to such Funding Programs and Seller's costs associated therewith. Buyer understands and agrees that Seller may assume such contributions to the Funding Program are applicable to the Services provided to Buyer and charge and collect such assessments unless and until Buyer provides adequate exemption documentation and/or other required proof to Seller as determined by Seller in its sole discretion. Buyer shall provide any and all relevant government tax and/or Funding Program exemption proof to Seller prior to the provision of Services. If Buyer is not able to provide such satisfactory exemption proof, or there is no applicable exemption, Seller may charge Buyer, and Buyer shall pay Seller, taxes, and surcharges as set forth above. Buyer shall comply with all Applicable Laws permitting it to collect taxes or other charges from Users and/or requiring it to make payments to Funding Programs.

(b) Buyer shall be liable for Charges for all of its and any Users' use of the Services, and shall be so liable whether or not it receives payment or reimbursement for the same from Users. Seller shall provide Buyer invoices for the Charges and any other amounts owed by Buyer to Seller under this Agreement. All invoices shall be sent to Buyer's billing address set forth in the Service Order. Buyer agrees to make payment under this Agreement to Seller in available funds by check or wire transfer at such location as Seller may from time to time designate in writing on the invoice or otherwise. Buyer shall pay Seller such invoices on or before thirty (30) days after the date of the invoice for the Services provided or amounts otherwise owed under this Agreement, without deduction, setoff or delay for any reason. If the Services commence or end on a day other than the first day of a calendar month, then any Recurring Charges that are applicable for the period in which such Services commence or end shall be prorated in the proportion that the number of days the Services are provided in such month bears to the total number of days in the month. If the invoiced amount is not paid when due, then a late charge on any unpaid amount shall accrue and be owed at a rate of one and one-half percent (1 ½ %) per month, not to exceed any applicable maximum lawful rate, and Buyer shall pay to Seller any court costs, reasonable attorney's fees and all other costs of collection which Seller may incur in enforcing the terms of this Agreement. If such non-payment continues after the due date of such payment, then Seller may, without notice, suspend the Services without liability and without prejudice to its right to exercise other remedies. If any overcharge or undercharge shall at any time be found and the invoice therefore has been paid, Seller shall refund the amount of any overcharge received by Seller and Buyer shall pay the amount of any undercharge within thirty (30) days after final determination thereof; provided, there shall be no retroactive adjustment of any such overcharge or undercharge if the matter is not brought to the attention of the Seller in writing within one hundred twenty (120) days following the date the Services were provided under this Agreement regarding which the overcharge or undercharge applies; provided that such adjustment period shall be adjusted to coincide with the period in which adjustments are permitted under a third party's contract or tariff, whichever is applicable, with respect to Services provided on Third Party Facilities to the extent that such contract or tariff provides for different adjustment periods than those set forth above.

(c) In order to support Buyer's payment obligations under this Agreement, Seller may perform a credit review of Buyer from time to time. Based on Seller's credit review and/or other information available to Seller (including any history of delinquent payments), Seller may require Buyer at any time to provide adequate assurances that it will pay all obligations as they become due by providing to Seller a deposit or other Performance Assurance in the form and amount requested by Seller with five (5) days of such request. Notwithstanding provisions of Applicable Law, the Seller shall have the right to comingle, invest, and use cash collateral that Seller holds as Performance Assurance, and shall not be liable to Buyer for the payment or accrual of any interest thereon. Buyer grants Seller a present and continuing security interest in and to, lien upon, and right of set-off against any and all Performance Assurance. Upon the expiration of this Agreement, any Performance Assurance held by Seller may be applied to any outstanding charges hereunder and any remainder thereof shall be returned to Buyer, or in respect of a letter of credit, to the issuer thereof upon the settlement of the account.

4. **OPERATING AND PERFORMANCE MATTERS.** The operating and performance standards for each Service shall be as set forth in the Product Supplement for the relevant Service. Seller will provide Buyer five (5) days' prior written notice of any scheduled maintenance performed by or on behalf of Seller on its facilities that, in Seller's sole opinion, has a substantial likelihood of noticeably affecting the Service. Seller will provide Buyer as much advance notice as reasonably practicable with regard to any scheduled maintenance performed on any Third Party Facilities that provides Services under this Agreement. Notwithstanding the foregoing, in the event of an emergency, Seller will have the right to perform maintenance and/or restoration of its facilities or Third Party Facilities (including, without limitation, actions required to restore continuity to a severed or partially severed fiber optic cable, restore dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions), and Seller will notify Buyer as soon as reasonably practicable thereafter. Buyer will follow Seller's procedures and processes for reporting repair, problem and maintenance requirements

associated with the Services provided to Buyer. If, on responding to a Buyer-initiated service call, Seller determines that the cause of a Service Outage or other problem is a failure, a malfunction or the inadequacy of Buyer's equipment or facilities, then Buyer shall compensate Seller, at Seller's prevailing rates, for time and materials expended during the service call. The remedies associated with any failure or delay of Seller (a) to provide the Services in accordance with the operating and performance standards set forth in the Product Supplement for the relevant Service, (b) to maintain and operate facilities in accordance with Sections 4 and 6, and/or (c) to otherwise perform in accordance with any other obligations it may have under this Agreement or otherwise to Buyer (any failure of Seller with respect to (a), (b), or (c) above being referred to as a "Performance Failure") shall be exclusively in the form of the liquidated damages and other express remedies (the "Performance Liquidated Damages") set forth in the Product Supplement for the relevant Service. BUYER'S RIGHT TO RECEIVE SUCH PERFORMANCE LIQUIDATED DAMAGES SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A PERFORMANCE FAILURE, EVEN IF SUCH REMEDY IS DEEMED TO FAIL ITS ESSENTIAL PURPOSE.

5. **TERM OF AGREEMENT.** (a) The term of this Agreement shall be for a period of three (3) years from the Effective Date ("Initial Term"). The term of this Agreement shall continue year to year after the Initial Term until terminated prior to the beginning of any contract year upon sixty (60) day's prior written notice by either Party delivered to the other party (with the combination of the Initial Term and any extension thereof in accordance with this Section 5(a) being referred to as the "Term"). Each Service Order placed under this Agreement shall have its own term, as indicated on such Service Order ("Service Term"). At the end of the Service Term for any Service Order, such Service Order shall continue on a year-to-year basis ("Extension Period") unless either Party gives written notice to the other that such Service Order shall not be continued, such notice to be delivered at least sixty (60) days before the end of the Service Term, or the Extension Period. Buyer's Charges, as set forth in the Service Order, for Services provided by Seller during the Service Term shall continue to apply to Buyer's Service throughout any Extension Period, unless modified by Seller on thirty (30) days' notice. If the Service Term of one or more Service Orders extends beyond the expiration or termination of this Agreement, notwithstanding the language above, then this Agreement will remain in effect as to each Service Order then in effect until the Service Terms for such Service Orders placed hereunder have expired. In no event will new Service Orders under this Agreement be permitted if the Agreement has expired or been terminated.
- (b) If Buyer desires to terminate any Service after Seller's acceptance of the Service Order and prior to the expiration of the Service Term, Buyer may do so by providing notification thereof to Seller at least thirty (30) days in advance of such termination. Unless otherwise agreed by the Parties in the Service Order for such terminated Service, in the event of any such termination, an amount equal to the Termination Charge, which shall be equal to the sum of (i) any Non-Recurring Charges applicable to the terminated Service to the extent not already paid by Buyer (including any and all waived Non-Recurring Charges); (ii) the Recurring Charge and/or minimum Usage Charges applicable to the terminated Service multiplied by the number of months (or other applicable billing interval) then remaining until the end of the applicable Service Term established pursuant to the Service Order for such terminated Service, plus any applicable taxes and surcharges for contributions to Funding Programs; (iii) any termination costs payable by Seller to any Third Party associated with any portion of the applicable terminated Service being provided on any Third Party Facilities and (iv) any reasonable internal costs that are not otherwise recovered by Seller through the payment of the amounts set forth in (i) through (iii) above.
- (c) A Party ("The Non-Defaulting Party") shall have the right to terminate this Agreement upon an Event of Default by the other Party (the "Defaulting Party") upon prior written notice to the Defaulting Party provided no later than the cure of any such Event of Default. The Non-Defaulting Party may, either additionally or in the alternative, elect to terminate one or more of the Services for which an Event of Default has occurred. An "Event of Default" shall be deemed to have occurred with respect to a Defaulting Party upon the occurrence of any of the following: (i) the failure by Buyer to make, when due, any payment required pursuant to the Agreement, or to provide Performance Assurance as provided in Section 3(c); (ii) the failure to perform any material covenant or obligation set forth in this Agreement (other than an Event of Default under (i), above, or any default for which the exclusive remedy is provided in Section 2 or, any other provision of this Agreement or the Product Supplement for the relevant Service), if such failure is not remedied within thirty (30) days after written notice thereof by the Non-Defaulting Party to the Defaulting Party; provided that if such default is not capable of being cured within such thirty day period with the exercise of reasonable diligence, then such cure period will be extended for an additional reasonable period of time (not to exceed ninety (90) days) so long as the Defaulting Party is exercising reasonable diligence to cure such failure; (iii) the Defaulting Party becomes Bankrupt; (iv) Buyer merges with or into, or reorganizes, amalgamates, consolidates or enters into any other transaction in which substantially all

of its assets are transferred to, another Person who fails to assume all of Buyer's obligations under this Agreement; or (v) Buyer fails to comply with the credit provisions set forth in Section 3(c). If an Event of Default with respect to Buyer occurs, in addition and without prejudice to its right to terminate as set forth above, Seller shall have the right without notice to Buyer to suspend the performance of all or part of its obligations under this Agreement for so long as such Event of Default is continuing. Upon termination of any Services and/or the Agreement under this Section 5(c), to the extent that Buyer is the Defaulting Party, Buyer shall be obligated to pay the Termination Charge and any outstanding charges for Services rendered prior to such termination and such obligations to pay shall expressly survive the termination of both the Services and this Agreement. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER'S RIGHT TO TERMINATE THIS AGREEMENT AS A RESULT OF AN EVENT OF DEFAULT BY SELLER SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY ASSOCIATED WITH SUCH EVENT OF DEFAULT.**

(d) If Buyer or any User has been permitted to install or furnish equipment or other property for use in connection with a Service ("Equipment") in any area owned or controlled by Seller, its Affiliates or their respective contractors or agents, and if Buyer fails to remove (or cause the User to remove) such Equipment from such area within ten (10) days after the expiration of the applicable Term or termination of the applicable Service Order, Seller may, without notice or demand and in addition to any other right or remedy available at law or equity, take possession of such Equipment, without being guilty of trespass. Seller may use all force necessary to effect such entry, to remove Buyer, to remove any person or User, or to remove any or all of Buyer's or a User's Equipment from such areas and store the same, all at Buyer's expense. Any Equipment removed may be stored in any public warehouse or elsewhere at the costs of and for the account of Buyer, and Seller shall not be responsible for the care or safekeeping thereof. Buyer expressly waives any and all claims for loss, destruction, damage, or injury, which may be occasioned by any of the aforesaid acts, and shall ensure that all Users agree to a substantially similar waiver. Any Equipment so removed will be returned to Buyer upon payment in full of all storage costs, past due license fees and Charges. If within ten (10) days following such Equipment removal, Buyer has not requested the return of its Equipment and paid any sums owed, then Seller may exercise all rights of ownership over such Equipment including the right to sell same and retain possession of sale proceeds. Seller's exercise of any remedies provided for in this section shall be without prejudice to any other remedies Seller may have provided for herein or by Applicable Law.

6. **INDEMNITIES AND LIMITATIONS OF LIABILITY.** (a) **Seller Indemnity.** Subject to the other provisions of this Agreement, Seller, on behalf of itself, its Affiliates, successors and assigns, agrees to indemnify, defend and hold harmless Buyer, its Affiliates, and their successors, assigns, officers, directors, employees, and agents, from and against any and all liabilities, losses, expenses and claims for personal injury or damage to tangible personal or real property that arise from or out of Seller's gross negligence or willful misconduct in performing its obligations under this Agreement.

(b) **Buyer Indemnity.** Subject to the other provisions of the Agreement, Buyer, to the extent permitted by the laws of the State of Texas, if applicable, on behalf of itself, its Affiliates, successors, assigns, officers, directors, employees and agents, agrees to indemnify, defend and hold harmless Seller, and its Affiliates, and their successors, assigns, officers, directors, employees, and agents, from and against any and all liabilities, losses, expenses and claims (i) for personal injury or property damage that arise from or out of Buyer's or any User's negligence or willful misconduct, (ii) arising from or relating to the Service or any content used or transmitted by Buyer or any Users over the Services, (iii) made against Seller by any Users, or (iv) arising from or relating to Buyer's or any User's breach of any of Buyer's representations or obligations under this Agreement. The term "property" as used in this Section 6(b) shall include real, personal, tangible, and intangible property. **THE PARTIES INTEND THAT THE INDEMNITY OBLIGATIONS IN THIS SECTION 6(b) SHALL APPLY EVEN IF CAUSED, IN WHOLE OR IN PART BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF SELLER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS.**

(c) **Damages / Causes of Action.** (i) For purposes of this Section 6(c), the term "Seller" shall be deemed to include Seller, its Affiliates, owners, directors, officers and employees, and any person or entity assisting Seller in its performance pursuant to this Agreement. (ii) **NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF SELLER TO BUYER (A) FOR BODILY INJURY OR DEATH TO ANY PERSON OR FOR DAMAGE TO ANY REAL OR TANGIBLE PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER SHALL BE LIMITED TO BUYER'S RIGHT TO PROVEN DIRECT DAMAGES, AND (B) FOR ALL OTHER DAMAGES OTHER THAN THOSE SET FORTH IN SUBSECTION (A) AND NOT OTHERWISE EXCLUDED OR LIMITED BY THIS AGREEMENT, SHALL, IF SELLER IS JUDICIALLY DETERMINED TO HAVE SOME LIABILITY TO**

BUYER, FOR WHATEVER REASON, ARISING UNDER OR RELATED TO ACTS OR OMISSION RELATED TO THIS AGREEMENT, IN THE AGGREGATE FOR ALL SUCH ACTS OR OMISSIONS, BE LIMITED TO AN AMOUNT EQUAL TO THE RECURRING CHARGES UNDER THIS AGREEMENT FOR THE FIRST SIX (6) MONTHS OF THE TERM HEREOF (iii) NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY BUYER OR ANY USER ARISING FROM OR RELATED TO ANY CATASTROPHIC STORMS OR FLOODS, FIRES, LIGHTNING, EARTHQUAKES OR OTHER ACTS OF GOD, WARS, CIVIL DISTURBANCES, REVOLTS, INSURRECTIONS, TERRORIST ACTIVITY, SABOTAGE, THEFT, VANDALISM, TRANSPORTATION DISASTERS, EXPLOSIONS, OR OTHER EVENT OF CASUALTY; (iv) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL BUYER OR SELLER OR THEIR RESPECTIVE AFFILIATES BE LIABLE TO EACH OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL LOSS OR DAMAGE (OTHER THAN SUCH DAMAGES AS MAY BE INCLUDED AS A COMPONENT OF LIQUIDATED DAMAGES OR TERMINATION CHARGES UNDER THIS AGREEMENT) SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSION RELATED TO THIS AGREEMENT WHETHER OR NOT ARISING FROM SOLE, JOINT, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW, BREACH OF CONTRACT, BREACH OF INDEMNITY PROVISIONS, BREACH OF WARRANTY OR ANY OTHER THEORY OR SOURCE, WHETHER OR NOT FORESEEABLE AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY THEREFROM. IN ADDITION, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY SELLER; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT OF SERVICE CREDIT ALLOWANCES SPECIFIED IN THE RELEVANT PRODUCT SUPPLEMENT) OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF BUYER'S OR ANY THIRD PARTY'S APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

(d) IN ADDITION TO THE FOREGOING LIMITATIONS ON LIABILITY, BUYER HEREBY WAIVES ANY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, ET SEQ., TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS, AFTER CONSULTING WITH AN ATTORNEY, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER. BUYER EXPRESSLY AGREES, ACKNOWLEDGES, REPRESENTS, WARRANTS AND COVENANTS THAT IN CONSIDERING THIS AGREEMENT AND THIS SECTION THAT BUYER (i) HAS KNOWLEDGE AND EXPERIENCE IN THE TELECOMMUNICATIONS, DATA CENTER, AND INTERNET TRANSPORT BUSINESS AND SUCH KNOWLEDGE AND EXPERIENCE ENABLES BUYER TO EVALUATE THE MERITS AND RISKS OF ALL OF THE TRANSACTIONS, OPERATIONS AND SERVICES CONTEMPLATED BY THIS AGREEMENT, AND (ii) HAS THE ABILITY TO PROCURE SERVICE FROM OTHER PROVIDERS AND IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION RELATIVE TO SELLER, BUT THAT BUYER HAS AGREED TO THIS AGREEMENT AND SPECIFICALLY THIS SECTION IN NEGOTIATIONS INVOLVING REAL CHOICE ON THE PART OF THE BUYER.

(e) Limitation of Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTY TO BUYER, OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, INFRINGEMENT, TITLE, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICE PROVIDED OR NOT PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY SELLER ARE HEREBY EXCLUDED AND DISCLAIMED.

(f) Survival and Duration. The indemnification provisions and the limitations and exclusions of liability contained in this Agreement, the obligation to pay Termination Charges, any claim for non-payment, and any other provisions of this Agreement, that by their sense and context, are intended to survive termination of this Agreement shall survive the termination of this Agreement. Claims for indemnified losses may be made so long as any claim may be made in respect of such matters under any applicable statute of limitations; provided, however, that the foregoing shall not affect any claim made in good faith prior to the date of such expiration.

7. **ENTIRE AGREEMENT AND AMENDMENT.** This Agreement represents the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral, between the Parties with respect to the subject matter hereof. Unless provided otherwise in this Agreement, this Agreement may be amended only by a writing executed by the Parties.
8. **CONFIDENTIALITY.** Each party agrees that the terms of this Agreement and all information furnished to it by the other Party which is marked or reasonably identified or identifiable as confidential or proprietary, including pricing, maps, network routes, financial terms, design information, methodologies, specifications, locations or other information to which it has access under this Agreement, are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party"). The Receiving Party will treat the Proprietary Information of the Disclosing Party and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees, agents, consultants, potential acquirers or investors, lenders, attorneys or other advisors on a need to know basis and who agree to be bound by the terms of this Section (8), without the written consent of the Disclosing Party. The Receiving Party will use Proprietary Information only as needed for the purposes of this Agreement. Information will not be deemed Proprietary Information if it (i) becomes publicly available other than through the actions of the Receiving Party; (ii) was previously known to or is independently developed by the Receiving Party free of any obligation to keep it confidential; or (iii) becomes available to the Receiving Party without restriction from a third party whose disclosure does not violate any confidentiality obligation. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach thereof.
9. **AUP.** Buyer and all Users shall comply with Seller's Acceptable Use Policy ("AUP"), as set forth under the AUP link at <http://www.smartcomtelephone.com/aup>, and hereby agree to the terms thereof in their entirety as amended from time to time which are hereby incorporated into this Agreement for reference.
10. **CUSTOMER PROPRIETARY NETWORK INFORMATION.** Seller is required by Applicable Law to treat confidential account, usage, call detail and billing related information about the quantity, technical configuration, type, destination, location, and amount of use of Buyer's telecommunications services ("CPNI") confidentially. Buyer agrees that Seller may share CPNI within its business operations (e.g., broadband transport, colocation, direct internet access, IT services and broadband services divisions), and with businesses acting on Seller's behalf (but not to third parties not acting on Seller's behalf), to determine if Buyer could benefit from the wide variety of Seller products and services, and in its marketing and sales activities. Buyer may withdraw its authorization at any time by informing Seller in writing. Buyer's decision regarding Seller's use of CPNI will not affect the quality of service Seller provides Buyer. CPNI does not include Buyer's or any User's name, address, or telephone number. To the extent that Buyer is utilizing a consultant in procuring its Services from Seller, Buyer authorizes Seller to discuss its account, including CPNI, with such Buyer consultant.
11. **COUNTERPARTS AND DRAFTING.** This Agreement has been negotiated between and jointly drafted by Seller and Buyer, and the Service Order has been executed by an authorized representative of each party.

Buyer:

By:

(Signature)

(Print Name)

Title:

Date:

Seller:

SMARTCOM TELEPHONE, LLC

By:

(Signature)

(Print Name)

Title:

Date:



600 Ash Ave., McAllen, Texas 78501 Phone: (956)-687-7070

DEFINITIONS AND GENERAL TERMS

These Definitions and General Terms (these "Definitions and General Terms") are incorporated by reference into that certain Master Service Agreement entered into between the Seller and the Buyer signing such Master Service Agreement and are a part of the Master Service Agreement for all purposes as if fully set forth therein as expressly provided in the Master Service Agreement, effective as of the Effective Date of the Master Service Agreement.

1. **DEFINITIONS.** In addition to terms defined elsewhere in the Master Service Agreement or other part of the Agreement and unless otherwise provided to the contrary in the Master Service Agreement, as applicable, capitalized terms shall have the following meanings: provided, however, that to the extent capitalized terms are defined in a Product Supplement, such terms shall have the meaning assigned to them therein with regard to the Services to which such Product Supplement applies:

"Address for Notices" for Buyer shall be the address set forth on the Master Service Agreement for General Notices. "Address for Notices" for Seller and its Affiliates are as set forth below in Section 6. Either Party may change its Address for Notices by giving notice of the same in accordance with the Master Service Agreement.

"Affiliate" shall mean, with respect to any entity, any other entity controlling, controlled by or under common control with such entity, whether directly or indirectly through one or more intermediaries. "Control" and its derivatives, with respect to any entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policy of a particular entity, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" shall mean the Master Service Agreement, these Definitions and General Terms, and any applicable Product Supplement, together with all other referenced schedules, exhibits, website or tariff provisions and attachments in effect as of the Effective Date, all Service Orders accepted by Seller, and all FOCs issued by Seller.

"Applicable Law" shall mean any law, statute, order, decree, rule, injunction, license, permit, consent, approval, agreement or regulation of any Government Authority, or other legislative or administrative action of a Government Authority, or a final decree, judgment or order of a court which relates, directly or indirectly, to the provision of the Services, to the goods or services used by Seller, or to the performance of work or obligations hereunder or the interpretation or application of the Agreement.

"Availability Factor" for any applicable Service shall have the meaning set forth in the Product Supplement for such Service.

"Bankrupt" means any entity, if such entity (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, debt restructuring, liquidation or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (5) is generally unable to pay its debts as they fall due.

"BBER" means Background Bit Error Ratio, which is the percentage of bits received in error compared to the total number of bits received.

"Business Day" means a day, other than a Saturday or Sunday, on which most commercial banks are open for business with the public in McAllen, Texas

"Buyer" means the entity as specified on the Master Service Agreement as such.

"Change in Law" shall mean the adoption, enactment or application to Buyer or Seller of any Applicable Law not existing or not affecting Buyer or Seller on the Effective Date, or any change in any Applicable Law or the application or interpretation thereof after the Effective Date.

"Chronic Service Outage" shall have the meaning set forth in the Product Supplement for such Service.

"Commencement Date" shall have the meaning set forth in the Master Service Agreement.

"Customer Not Ready Charge" shall mean a charge set forth in the applicable Product Supplement or in the applicable Service Order that Buyer must pay to Seller with regard to Buyer's refusal, failure or inability to permit the representatives of Seller or third parties to deliver the applicable Service, including without limitation (a) the failure of Buyer or its Users to have any necessary equipment in place for Seller to

provide the Service or (b) the refusal, failure or inability of Buyer or its Users to permit Seller or such third parties to install any necessary equipment, to activate a circuit, to cross connect facilities that are necessary to provide the Service, or to otherwise complete its obligations.

"Errored Seconds" shall have the meaning set forth in the definitions regarding path performance monitoring established by the American National Standards Institute (ANSI) T1.231-1997.

"Error Free Seconds" shall have the meaning set forth in the definitions regarding path performance monitoring established by the American National Standards Institute (ANSI) T1.231-1997.

"Expedite Charge" shall mean a charge that Buyer must pay to Seller with regard to expediting the provisioning of a Service in less than the Provisioning Interval or as otherwise agreed by the Parties.

"Facility," "Facilities" or "Seller's Facilities" shall mean the facility(ies) that are (a) owned or leased by Seller and (b) for network facilities, on which it owns and operates its optronic and/or electronic equipment. For avoidance of doubt, the Facilities shall not include any facilities provided by the incumbent local exchange carrier nor any facilities through which a third party, including without limitation an incumbent local exchange carrier, provides services to Seller.

"FCC" shall mean the Federal Communications Commission of the United States of America or any other federal agency that succeeds to the responsibilities and authority of the Federal Communications Commission.

"Firm Order Confirmation" or "FOC" shall mean the confirmation form that Seller provides to Buyer to confirm the Scheduled Service Date and other details of the Service to be provided.

"Government Authority" shall mean any federal, state or local legislative body, department, office, instrumentality, agency, board, commission or court having jurisdiction over a Party or any portion of the work or obligations under this Agreement, including but not limited to the FCC and any PUC or other state utility governing body.

"Installation Notification" shall mean notification from Seller to Buyer that Buyer's Service is available for use. The notification may or may not be officially labeled as an Installation Notification, depending on the Service involved, and depending on adjustments to the document title Seller may perform from time to time. The notification is a commercial service notification and Seller will not be required to send same to the official Address for Notices.

"Mean Time to Repair" or "MTTR" for any Service shall have the meaning set forth in the Product Supplement for such Service.

"Party" shall mean either Seller (including its applicable Affiliate(s)) or Buyer and "Parties" shall collectively mean both Seller and Buyer.

"Performance Assurance" shall mean collateral in the form of (i) cash, (ii) irrevocable letters of credit in favor of Seller issued and maintained by a major U.S. commercial bank or foreign bank with a U.S. office having a credit rating of at least A- by Standard & Poor's Credit Market Services, a division of the McGraw-Hill Companies, or A3 by Moody's Investor Service, Inc. (or successors thereto) in form and content acceptable to Seller, in its sole discretion, and continuing in full force and effect without disaffirmation, rejection, or repudiation by the issuer thereof, (iii) third party guaranty, or (iv) any other collateral agreed to by Buyer and Seller. Seller shall not be required to pay interest on or create a separate account for any Performance Assurance tendered.

"Person" means an individual, partnership, corporation, limited liability company, association, organization, business trust, joint stock company, trust, unincorporated association, joint venture, firm or other entity, or a government or any political subdivision or agency, department or instrumentality thereof.

"Point of Demarcation" shall mean the interface between the Facilities and the facilities of another party, including Buyer, its Users or another carrier, which will designate the point at which Seller's responsibility to provide Service ends and the Buyer's responsibilities commence. The Point of Demarcation will be identified on a Service Order, or otherwise designated by Seller.

"Provisioning Interval" for any applicable Service shall have the meaning set forth in the Product Supplement for such Service, as such period may be extended due to Force Majeure Events, any failure of Buyer to comply with the terms of this Agreement, or any fault or negligent act or omission of Buyer, or its User or any other party (other than Seller, and Seller's vendors, contractors or Affiliates).

"Recurring Charges" shall mean the charges or fees under this Agreement that are recurring monthly or on the basis of some other defined period.

"Scheduled Service Date" shall mean the later of either (a) the expiration of the Provisioning Interval set forth in the applicable Product Supplement for any Service provided entirely on Seller's Facilities, or (b) the expiration of any maximum provisioning interval set forth in the applicable third party's tariff or contract, whichever is applicable, for any Service that has any portion provided on Third Party Facilities; and such Scheduled Service Date shall be extended on a day for day basis due to (i) any Force Majeure Event, (ii) any failure of Buyer to comply with the terms of this Agreement, or (iii) any fault or negligent act or omission of Buyer, its User or any other party. Notwithstanding the foregoing sentence, the Parties may instead expressly agree upon a Scheduled Service Date for the commencement of the applicable Service provided that Buyer sets forth a Scheduled Service Date in the Service Order and Seller sends a FOC for such Service Order. In the unlikely event the Scheduled Service Date or Provisioning Interval or other date of service stated in the FOC conflicts with any requested service date on the Service Order, the FOC date shall govern as the Scheduled Service Date, subject to agreement of the parties to expedite or delay such date.

"Service" or "Services" shall mean the service or services provided by Seller to Buyer pursuant to this Agreement. When referring to a particular Service, it shall mean the particular service as set forth on a Service Order.

"Service Order" shall mean the form pursuant to which Buyer requests Services under this Agreement, as provided by Seller.

"Service Outage" for any Service shall have the meaning set forth in the Product Supplement for such Service.

"Severely Errored Seconds" or "Severe Errored Seconds" shall have the meaning set forth in the definitions regarding path performance monitoring established by the American National Standards Institute (ANSI) T1.231-1997.

"Supp Charge" shall mean a charge that Buyer must pay to Seller with regard to Buyer's exercise of its right to defer the Scheduled Service Date in accordance with the applicable Product Supplement or as otherwise agreed by the Parties.

"Third Party Facilities" shall mean the facilities, including but not limited to telecommunication and information network facilities and colocation facilities, owned and/or operated by third parties over which all or a portion of the Services may be provided under this Agreement.

"Transmission Problem" for any Service shall have the meaning set forth in the Product Supplement for such Service.

"User" means anyone (including Buyer Affiliates) who uses or accesses any Service purchased by Buyer under this Agreement, including Buyer's customers, if any.

2. **REGULATORY MATTERS.** Each of Seller and Buyer represents and warrants to the other that it (i) is certified to do business in all jurisdictions in which it conducts business (ii) has all requisite corporate and other authority to execute this Agreement and respective Service Orders and otherwise perform its obligations under this Agreement, and (iii) is in good standing in all such jurisdictions. This Agreement is subject to, and the Parties agree to comply with, all applicable federal, state and local laws, and regulations, rulings, and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, the Telecommunications Act of 1996, the Rules and Regulations of the FCC, and those of all applicable state public utility or service commissions ("PUC"). Buyer agrees to cooperate with Seller if requested to assist Seller in complying with any law, regulation or other legal requirement, as determined by Seller. Buyer covenants and agrees that it and all Users shall not use any Services for any illegal purpose or in any other unlawful manner. Buyer hereby warrants and represents that more than ten percent (10%) of the transmissions on each circuit-based Service provided hereunder shall be interstate transmissions or foreign transmissions as those terms are defined in 47 USC Sections 153(17) and 153(22) and that Buyer's uses for the Services will include use of the internet. If any Change in Law (a) prohibits Seller's performance under this Agreement, (b) makes Seller's performance illegal, impossible, uneconomical or impractical, (c) effects a change which has a significant adverse impact upon Seller's performance of its obligations under this Agreement, or (d) effects a change on any supplier, contractor, or landlord of Seller (or other party upon which Seller relies for purposes of providing Services hereunder) that materially impacts Seller's ability to provide the Services consistent with the original economic bargain between the Parties, then Seller shall have the right, at its sole discretion, to increase its rates for Services to reflect the increased costs resulting from such Change in Law, if applicable, or cease performance of any Service(s) covered by this sentence upon thirty (30) days' prior written notice (or less if required by law). The Parties will continue to perform all such obligations under this Agreement that are not so prohibited, impossible, impractical, uneconomical or adversely affected; provided, however, that if Seller determines that the performance of the remaining obligations would not reasonably maintain the essential purpose of this Agreement, then Seller shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' prior written notice without penalty or liability.

3. **FORCE MAJEURE.** Neither Party will be in breach or liable for any delay or failure in its performance under this Agreement (except with respect to any payment obligations under this Agreement) to the extent such performance is prevented or delayed due to a Force Majeure Event, provided that: (a) the non-performing Party will give the other Party notice as soon as reasonably practicable of the occurrence of the Force Majeure Event; and (b) the Party whose performance is delayed or prevented will proceed with all commercially reasonable efforts to overcome the events or circumstances preventing or delaying performance. For purposes of this Agreement, a "Force Majeure Event" shall mean any act or event that (i) renders it impossible or impractical for the affected Party to perform its obligations under the Agreement, and (ii) is beyond the reasonable control of the affected Party. By way of example and not limitation, a Force Majeure Event may include catastrophic storms or floods, lightning, earthquakes and other acts of God, wars, civil disturbances, revolts, insurrections, terrorist activity, sabotage, theft, vandalism, cable cuts or other actions by third parties, commercial embargoes, transportation disasters, fires, explosions, failures of suppliers, actions of a Governmental Authority that were not requested, promoted or caused by the affected Party, loss of a right to use intellectual

property or a determination that provision or use of the Services infringes or may infringe the intellectual property rights of a third party, and Changes in Law. If any portion of a Service is provided on Third Party Facilities, then in no event shall any Force Majeure Event occurring on such Third Party Facilities or the unavailability, incompatibility, delay in installation, or other impairment of Third Party Facilities excuse Buyer's obligation to pay Seller all rates and charges applicable to the Services, whether or not such Services are useable by Buyer.

4. **INSURANCE.** Buyer agrees to keep in full force and effect during the term of this MSA and any Service Order thereunder insurance of such types and amounts as are customary for companies its size in its industry.

5. **DISPUTE RESOLUTION.** Buyer hereby consents to the sole and exclusive jurisdiction of, and venue shall be in, the federal and state courts having a situs in Hidalgo County, Texas. FOR THE SAKE OF EXPEDIENCY AS A MATERIAL CONSIDERATION OF THIS AGREEMENT, BOTH PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO HAVE A JURY TRIAL REGARDING ANY DISPUTE RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED OR NOT PROVIDED HEREUNDER AND AGREE NOT TO REQUEST A JURY IN ANY SUCH TRIAL.

6. **MISCELLANEOUS.** (a) **Notices.** Any notice required or desired to be given regarding this Agreement shall be in writing and may be given by personal delivery, by overnight courier service, by facsimile transmission or by certified mail. A notice shall be deemed to have been given (i) on the third (3rd) Business Day after mailing if such notice was deposited in the United States mail, certified, postage prepaid, addressed to the Party to be served at its Address for Notices; (ii) on the next Business Day when deposited with a commercial overnight service, prepaid and addressed to the Party to be served at its Address for Notices, or (iii) when delivered if given by personal delivery to the Party at its Address for Notice, (iv) if sent by facsimile, at the date and time of transmission as indicated on the facsimile transmission confirmation if sent during normal business hours of the notified party, or if not, on the next business day, with confirmation sent in any manner permitted under (i), (ii), or (iii) above, and (v) in all other cases when actually received at the Party's Address for Notices. The Address for Notices for Buyer shall be the address set forth on the first page of this MSA. The Address for Notices for Seller and/or its respective Affiliates is as follows: **General Matters:** President, 600 Ash Avenue, McAllen, Texas 78501, Phone: 956-687-7070; **Payments:** As set forth on the applicable invoice or otherwise as designated in writing by Seller or the respective Affiliate; **Reporting Outages:** 600 Ash Avenue, McAllen, Texas 78501, Phone: 956-687-7070 or other process of contact as allowed or required by Seller from time to time, including using electronic transmission and/or web access. Additionally, in the case of default or potential default by Buyer based on lack of sufficient payment, Seller may provide notice to Buyer via electronic communication, using an email address by which Seller had previously communicated with Buyer personnel.

(b) **Assignment.** This Agreement (or any rights hereunder) shall not be pledged, mortgaged, encumbered, assigned, delegated or otherwise transferred (including, without limitation, a transfer due to a change of control), in whole or in part, by Buyer without first obtaining the prior written consent of Seller, which consent shall not be unreasonably withheld. Any assignment, pledge, mortgage, encumbrance, delegation or transfer hereunder of Buyer's rights or obligations without Seller's consent shall be null and void, shall entitle Seller to suspend or terminate some or all of the Services provided hereunder at its option upon five (5) calendar days prior written notice to Buyer and shall constitute a default of a material obligation. In the event Buyer is receiving Services from more than one Affiliate of Seller and Seller desires to assign this Agreement with regard to certain Services to one or more of such Affiliates, Seller may do so, and Buyer acknowledges that this Agreement will be deemed assigned with regard to such Services to the Seller Affiliate named from time to time on the invoice for such Services. To the extent requested by Seller, Buyer will promptly cooperate in executing any additional documentation to demonstrate its agreement with each assignee, including executing an MSA substantially similar to this Agreement, but in the name of the assignee.

(c) **Governing Law.** This agreement shall be governed by and interpreted in accordance with the laws of the state of Texas, without giving effect to the choice of law principles of the state of Texas. The parties agree that this agreement shall be deemed to have been entered into and be performable in the state of Texas.

(d) **Non-Waiver; No Partnership or Third Party Beneficiaries; Severability.** No waiver by any Party of any of its rights with respect to the other Party or with respect to this Agreement or any matter or default arising in connection with this Agreement, shall be construed as a waiver of any other right, matter or default. Any waiver shall be in writing signed by the waiving Party. Any delay or omission of either Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter. The failure of either Party to perform its obligations hereunder shall not release the other Party from the performance of such obligations except to the extent of such Party's express termination and suspension rights set forth in this Agreement. Neither Party shall be deemed to be the employee, agent, partner, joint venturer or fiduciary of any other Party under or in connection with this Agreement. This Agreement is made and entered into for the sole benefit of the Parties, and their permitted successors and assigns, and no User or any other Person shall be a direct or indirect legal beneficiary of, have any rights under, or have any direct or indirect cause of action or claim in connection with this Agreement. If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby and the Parties shall promptly negotiate to restore this Agreement as near as possible to its original intent and economic effect.

(e) **Interpretations.** Unless expressly provided for elsewhere in this Agreement, this Agreement shall be interpreted in accordance with the following provisions: (i) Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. (ii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning. If a word or phrase is not capitalized, then the word or phrase shall be interpreted in accordance with its commonly used meaning, provided that any words or phrases having well-known technical or trade meanings

shall be interpreted in accordance with such technical or trade meanings. (iii) A reference to a person, corporation, trust, estate, partnership, or other entity includes any of them. (iv) The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. (v) A reference to any agreement or document (including without limitation a reference to this Agreement) is to the agreement or document as properly amended. (vi) A reference to any Party to this Agreement or another agreement or document includes the Party's authorized successors and assigns. (vii) A reference to legislation or to a provision of legislation includes a modification or reenactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it. (viii) The Master Service Agreement, these Definitions and General Terms, the Exhibits, the Product Supplements, the Service Orders, and the FOCs issued hereunder are complementary and should be read together to avoid inconsistent interpretations. However, in the event of irreconcilable conflicts between the terms of such documents, the following descending order of precedence shall prevail: (A) the FOC (solely for the Services that are the subject thereof), (B) Service Order (solely for the Services that are the subject thereof), (C) the Master Service Agreement, (D) these Definitions and General Terms, (E) the Product Supplements, and (F) any other documentation made part of the Agreement. (ix) Any facsimile or electronic message that is permitted to be delivered under this Agreement shall be valid and have the same force and effect as an original writing and the Parties waive any and all claims against the inadmissibility of such facsimiles or electronic messages. (x) If this Agreement references the ability of the Parties to determine and agree upon certain provisions on an individual case basis or in the Service Order and the Parties do not specify such provisions in writing in the Service Order or otherwise, then neither Party shall have any obligation with respect to such provisions for the applicable Service.



PRODUCT SUPPLEMENT – TRANSPORT
TO THE
Master Service Agreement

This Product Supplement – Transport (this “Supplement”) is incorporated by reference into and made a part of that certain Master Service Agreement (including all attachments and incorporated documents, the “Agreement”) entered into between the Seller and the Buyer who signed the Master Service Agreement as expressly provided therein and shall be effective as of the Effective Date defined in the Master Service Agreement. This Supplement provides additional terms and conditions governing the Transport Services. Capitalized terms or phrases not defined in this Supplement shall have the meanings ascribed thereto in the Agreement.

1. SERVICE DESCRIPTIONS

- (a) Remote Access Transport – shall mean those Services that can be provided from any site to any site or central office:

<u>Service Description</u>	<u>Available Capacity Levels</u>
Tail Circuit or Standard Loop	DS1
Central Office Colo-to-Central Office Colo	DS1, DS3, OC3, OC12
Central Office Colo-to-Central Office Colo with DS3/1 Mux	DS3
Point-to-Central Office Colo	DS1, DS3, OC3, OC12
Point-to-Central Office Colo with DS3/1 Mux	DS3
Point-to-Point	DS1, DS3, OC3, OC12

- (b) Combined Access Transport – shall mean a configuration where Buyer obtains a high capacity Service from Buyer’s site to Seller’s hub and lower speed Services to remote sites:

<u>Service Description</u>	<u>Available Capacity Levels</u>
<u>Combined Access Multiplexer</u>	
DS3/1 Mux Option	DS3
<u>Services to Seller’s Hub Facility</u>	
Point-to-hub	DS3, OC3, OC12
Central Office Colo-to-Hub	DS3, OC3, OC12
<u>Services From Seller’s Hub Facility</u>	
Hub-to-Central Office Colo	DS1, DS3, OC3, OC12
Hub-to Central Office Colo with DS3/1 Mux	DS3
Hub-to-Central Office Colo with OC12/DS3 Mux	OC12
DS1 Tail Circuit	DS1
Hub-to-Point	DS1, DS3, OC3, OC12

- (c) Managed Wavelength – shall mean a configuration where a Buyer obtains dedicated point-to-point optical wavelength connections between two locations on Seller's Facilities.

Service Description
Managed Wavelength

Available Capacity Levels
1 and 10Gbps
2.5 Gbps
100 Gigabit Ethernet also known
As 100 be or 100 GigE: 100Gbps
10 Gigabit Ethernet also known
As 10gBe or 10 GigE: 10Gbps
Gigabit Ethernet: 1.0Gbps

Managed Wavelength Service Feature Summary:

- Retiming, Regeneration and Reshaping ("3R") services will be provided for Gigabit Ethernet line rate, 10 Gigabit Ethernet line rate and 100G Gigabit Ethernet line rate.
 - Available as a single optical path or as a dual optical path over diversely routed fiber pairs in separate conduits.
- (d) Definitions: Capitalized terms or phrases not defined in this Supplement shall have the definitions ascribed thereto in the Agreement. In addition to terms or phrases defined elsewhere in the Agreement or this Supplement, the following terms or phrases, where capitalized, shall be defined as follows:

"Access Multiplexer" shall mean a multiplexer placed on Buyer's premises by Seller for purposes of aggregating low speed interfaces on the Buyer side into a network interface.

"Central Office Colo-to-Central Office Colo" shall mean Service between two central offices with Seller's networking equipment in place at the rate specified.

"Central Office Colo-to Hub" shall mean Service from a central office with Seller's networking equipment in place to the Seller's central networking site at the rate specified.

"Circuit Facility Assignment ("CFA") Change" shall mean a change associated with moving an existing Service from one Dedicated Hub Facility Circuit to another Dedicated Hub Facility Circuit. These changes are submitted to Seller via Seller's Service Order.

"Circuit Redesign" shall mean re-provisioning an active Service. Circuit Redesign addresses all changes other than CFA changes. These changes are submitted to Seller via Seller's Service Order.

"Client Protection" shall mean a four fiber handoff between Seller and Buyer where the SONET equipment between two parties shall be configured with a unidirectional linear protect scheme.

"Concatenated" shall mean providing contiguous bandwidth through the network, from end to end. This is a SONET/SDH term. Bandwidths are OC3c, and OC12c. Concatenation is a mechanism for allocating very large amounts of bandwidth for transport of a payload associated with "superrate service", which is a service rate at a transmission rate greater than the normal maximum rate of OC1.

"Cross-Connect" shall mean the connection of Buyer's Service to another service, either within Seller's Facilities or from Seller's Facilities to a Third Party's Facilities. When available, the rate for a Cross-Connect is in addition to the standard charges and shall be calculated on an individual case basis and included in the Service Order. Prior to Seller's interconnection of a Cross-Connect to a Third Party Facility, Buyer agrees to provide a letter of authorization from such third party authorizing the interconnection of the Cross-Connect. Buyer agrees that if such

third party revokes its authorization, Seller is expressly authorized to disconnect such Cross-Connect from such Third Party's Facilities without any notice by Seller to Buyer upon such revocation of authority.

"Dedicated Hub Facility Circuit" shall mean the high bandwidth interconnection between Buyer's Network and Seller's hub where multiple Tail Circuits are aggregated at Seller's hub and multiplexed onto Buyer's hub to Point or hub to Central Office Colo for delivery to Buyer's Network.

"DS1" shall mean dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Binary 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe Formats (ESF). DS1 Service has the equivalent capacity of 24 Voice Grade (VG) services. AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64 Kbps channels.

"DS1 Framing" shall mean an error control procedure with multiplexed digital channels where bits are inserted so that the receiver can identify the time slots that are allocated to each subchannel.

"DS3" shall mean a dedicated, high capacity, full duplex, channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 Voice Grade (VG) services.

"DS3/I Mux" shall mean a central office based multiplexer with a DS3 electrical interface for the network and 28 DS1 interfaces on the Buyer side.

"DS3 Framing" shall mean an error control procedure with multiplexed digital channels where bits are inserted so that the receiver can identify the time slots that are allocated to each subchannel.

"Gigabit Ethernet" is a term describing various technologies for transmitting Ethernet frames at a rate of gigabit per second (1000 Mbps). Seller's physical interface consists of optical fiber only (1000BASE-X).

"Hub-Central Office Colo" shall mean Service from Seller's central networking site to a central office with Seller's networking equipment in place at the rate specified.

"Hub-to-Point" shall mean Service from Seller's central networking site to any location at the rate specified.

"Line Coding" shall mean a coding system that shares the polarity of alternate "one" or "Zero" bits and controls the signal carrying the binary value to alternate between positive and negative.

"Load Shared Managed Wavelength Service" shall mean Service where Seller provides two client-side interfaces with two physically diverse unprotected Managed Wavelength Services with Buyer routing all traffic.

"Managed Wavelength Services" shall mean a private, dedicated optical wavelength capable of 1.0 Gbps up to 2.488 Gbps (commonly referred to as 2.5 Gbps), 9.953 Gbps (commonly referred to as 10 Gbps) or 103.125 Gbps (commonly referred to as 100 Gbps) where Buyer specifies both the A-location and Z-location on the Service Order.

"OC3" shall mean a dedicated, point to point, high capacity, full duplex channel with a line speed of 155.52 Mbps synchronous serial data. OC3 Service has the equivalent capacity of 3 DS3 Services, 84 DS1 Services, or 2,016 VG Services.

“OC3/DS3 Mux” shall mean a multiplexer with an OC3 optical interface for the network and 3 DS3 interfaces on the Buyer side.

“OC12” shall mean a dedicated, point to point, high capacity, full duplex channel with a line speed of 622.08 Mbps synchronous serial data. OC12 Service has the equivalent capacity of 4 OC3 Services, 12 DS3 Services, 336 DS1 Services or 8,064 VG Services.

“OC12/DS3 Mux” shall mean a central office based multiplexer with an OC12 optical interface for the network and 12 DS3 interfaces on the Buyer side.

“Off-Net Long Haul” shall mean Service where Buyer obtains dedicated point to point connections between a location on Seller’s facilities and a location on Third Party Facilities.

“Point-to-Central Office Colo” shall mean Service from any location to a central office with Seller’s networking equipment at the rate specified.

“Point-to-Hub” shall mean Service from any location to the Seller’s central networking site at the rate specified.

“Point-to-Point” shall mean Service from Buyer’s or its User’s premise to any location at the rate specified.

“Premium Loop” shall mean Service from Seller’s Central Office Colo to Point designated by Buyer. Buyer agrees that Premium Loops are intended to be used as an alternative when a Tail Circuit is not available.

“Premium Loop with Mileage” shall mean Service from a point where Seller has networking equipment in place at the local serving office to a point where Seller does not have networking equipment in place at the local serving office at the rate specified. When applicable, this rate is in addition to the standard charges and shall be calculated on an individual case basis and included on the Service Order.

“Protected Managed Wavelength Service” shall mean Service where Seller provides a single client-side interface across diverse network paths.

“Regional Long Haul” shall mean Services with both end points in different markets on Seller’s facilities (i.e. between Austin and Houston).

“Tail Circuit” or “Standard Loop” shall mean Service from the local serving central office that would normally serve a remote location to that remote location at the rate specified.

“Unprotected Managed Wavelength Service: shall mean a Service where Seller provides a single client-side interface and one network path without a diverse network path.

“10 Gigabit Ethernet or 10 GbE or 10 Gige” shall mean a version of Ethernet with a nominal data rate of 10 Gbps, ten times as fast as Gigabit Ethernet. Seller’s available physical interface consists of fiber only. 10GBASE-R is used in the telecommunications industry to refer to Gigabit Ethernet transmission over fiber.

2. **PROVISIONING INTERVALS FOR FACILITIES**

- 2.1 **Provisioning Intervals.** The following Provisioning Intervals shall apply to the following Services that are provided entirely on Seller’s Facilities:

<u>Service Description</u>	<u>Minimum Provisioning</u>
<u>Service Order</u>	<u>Interval (in Business Days, from date of</u>
DS-1 – Point to Point	10
DS-3 – w/o loop or colo cross connect	10
DS-3 w/ loop or colo cross connect	45
DS-3 – Vendor equip required	(Interval to be provided by Seller)
OCn – No vendor equip. required	10
OCn – Vendor equip. required	(Interval to be provided by Seller)
Managed Wavelength	(Interval to be provided by Seller)

The Provisioning Intervals for all other Services that are provided entirely on Seller's Facilities shall be provided by Seller on an individual case basis ("ICB") and agreed upon in the applicable Service Order FOC.

- 2.2 Remedies. If the Commencement Date does not occur prior to the Scheduled Service Date with regard to Services provided on Seller's Facilities in accordance with Section 2.1 of the Product Supplement and such delay in the Commencement Date is not due to a Force Majeure Event or an act or omission of Buyer, Buyer's Users or their respective representatives, then the following remedies shall apply:

- (a) Delay of Recurring Charge. Buyer should not be obligated to pay the Recurring Charges until such time as the Service commences.
- (b) Termination of Service. If the Commencement Date does not occur on or before sixty (60) days following the applicable Scheduled Service Date, the Buyer shall have the right to terminate the applicable Service by providing written notice to Seller to the extent that such notice is provided prior to the Commencement Date. In such event, unless otherwise provided in the Service Order, Buyer shall not be obligated to pay, and shall receive reimbursement for any amounts previously paid with regard to, any Recurring Charges or Non-Recurring Charges associated with such Service.
- (c) **SOLE AND EXCLUSIVE REMEDIES. THE PARTIES ACKNOWLEDGE THAT THE REMEDIES IN THIS SECTION 2 SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR THE FAILURE OF THE COMMENCEMENT DATE TO OCCUR PRIOR TO THE SCHEDULED SERVICE DATE OR ANY OTHER DELAY IN PROVIDING THE SERVICE.**

- 2.3 SUPP OR DEFERRAL RIGHTS – with respect to any Services entirely on Seller's Facilities, Buyer shall have the right to request up to three (3) deferrals of the Scheduled Service Date; provided that, unless otherwise agreed by Seller, in no event may Buyer request a deferral of more than thirty (30) days in aggregate from the Scheduled Service Date set forth in the initial FOC for the Service. The Supp Charges applicable to any such deferrals of the Scheduled Service Date are set forth in Seller's Miscellaneous Price Schedule. With respect to any Services provided in whole or in part on Third Party Facilities, any rights of Buyer to defer the Scheduled Service Date and any associated charges shall be determined by Seller on an individual case basis.

3. TESTING PROCEDURES FOR FACILITIES

- 3.1 Testing Standards. Test of each Service provided on Seller's Facilities shall be made to determine whether the Service complies with the following specifications:

- (a) DS-1 Criteria – The applicable Service must have a BBER of equal to or better than 10^{-9} and Error Free Seconds of equal to or greater than 99.99%.
- (b) DS-3 Criteria – The applicable Service must have a BBER of equal to or better than 10^{-10} and Error Free Seconds of equal to or greater than 99.99%.

- (c) OC-3, and OC-12 Criteria - the applicable Service must have a BBER of equal to or better than 10^{-12} , a BIP errored Seconds of less than or equal to 6 and BIP Severely Errored Seconds of zero.
- (d) Managed Wavelength - the applicable Service must have a BBER of equal to or better than 10^{-12} , a BIP Errored Seconds of less than or equal to 6, and BIP Severely Errored Seconds of Zero.
- (e) Other Services - The testing procedures and criteria for acceptance shall be determined on an individual case basis and set forth in the applicable Service Order or other written agreement of the Parties.

3.2 Testing Periods. Seller shall use a reasonable duration for the tests for circuits provided on Seller's Facilities.

4. PERFORMANCE AND OPERATING STANDARDS AND FACILITIES

4.1 Availability. If a Service Outage (as defined below) occurs with respect to Services provided entirely on Seller's Facilities and Seller is unable to provide the Services at the Availability Factors (as defined below), then Seller will credit Buyer's invoice for the applicable period with an amount equal to the Service Outage Credit (as defined below) in the month following the request by Buyer and determination of the applicable Service Outage Credit pursuant to the provisions set forth below; provided that Buyer must request such Service Outage Credit and such request must be made within thirty (30) days of the applicable Service Outage. If a Chronic Service Outage (as defined below) occurs for any circuit, then Buyer shall have the right to terminate the applicable circuit consistent with paragraph (c) of Section 4.2.

4.2 (a) Service Outage. A "Service Outage" shall mean that a circuit is unavailable during the relevant period either because (i) the circuit experiences a complete loss of service or (ii) the circuit experiences a Transmission Problem. A Transmission Problem shall mean the following:

- (i) For DS-1 and DS-3 Services a Transmission Problem shall mean when a DS-1 or DS-3 Service is experiencing a BBER of 10^{-3} or worse from ten (10) consecutive seconds. Such Transmission Problem shall terminate when the applicable circuit experiences ten (10) seconds of a BBER of 10^{-6} or better.
- (ii) For OCn Services and Managed Wavelength Services a Transmission Problem shall mean when an OCn Service is experiencing a Severely Errored Second for (10) consecutive seconds. Such Transmission Problem shall terminate when the applicable circuit experiences ten (1) seconds without a Severely Errored Second.

(b) A Service Outage shall begin (except with regard to a Transmission Problem, for which, see the next-to-last sentence of the paragraph) upon the earlier of Seller's actual knowledge of the Service Outage or Seller's receipt of notice from Buyer of the Service Outage and shall end upon the correction of the loss of service or the correction of the Transmission Problems as set forth above. In order to determine whether a Transmission Problem exists, Buyer shall be required to request and authorize an intrusive test to be taken of the applicable circuit; provided an intrusive test shall not be required to the extent that Seller has installed equipment that is capable of monitoring such Transmission Problems on an ongoing basis without the need for an intrusive test. The Parties will cooperate on the timing and manner in which any such intrusive test is conducted, taking into consideration the need to minimize the interruption of Buyer's or other customer's services. In the case of a Transmission Problem, the Service Outage shall be deemed to have commenced upon Buyer's request for an intrusive test to the extent such test determines that a Transmission Problem has occurred. Notwithstanding the above, a Service Outage shall not be deemed to have occurred and not Service Outage will apply:

- (i) during periods (A) of less than ten (10) minutes, (B) in which Seller is not given access to its Facilities or equipment that are required to provide the Services or to remedy any Service Outage, (C) in which planned or scheduled maintenance or repair activities are occurring, (D) in which Buyer or its User continues to use the Services on an impaired basis, or (E) that are not reported to Seller within thirty (30) days of the date the Service was affected;

- (ii) for interruptions that are caused by or due to (A) acts or omission of Buyer, its User or another third party, including without limitation an interruption on the Third Party Facilities that may provide a portion of the Services, (B) the failure or malfunction of facilities or equipment not owned or operated by Seller, including without limitation the failure of the power supply, or (C) a Force Majeure Event, or (D) disconnections by Seller for non-payment or other contract default or breaches by Buyer; and
- (iii) for Services utilizing in whole or in part Third Party Facilities.
- (c) Availability Factor. The following Availability Factors shall apply to the following Services that are provided entirely on Seller's Facilities:
 - (i) DS-1 Service – 99.90%
 - (ii) DS-3 Service – 99.95%
 - (iii) OCn Services – 99.99%
 - (iv) Managed Wavelength Services
 - a. Unprotected – 99.0%
 - b. Protected (Network protection; no client protection) – 99.9%
 - c. Load Shared – 99.99% one of the two diverse paths will be available

The Availability Factors set forth above shall be measured during each calendar quarter and is a measurement of the percent of total time that Service is operative and deemed available to Buyer in accordance with the above specifications when measured over such period.

- (d) Service Outage Credit. With respect to any Service Outages in excess of the Availability Factors, the Service Outage Credit shall be equal to an amount equal to (a) the Recurring Charge applicable to the affected circuit during the calendar quarter in which the Service Outage occurred multiplied by (b) the number of hours or fractions thereof that the Service Outage occurred during the applicable period divided by 2160 hours. Service Outage Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges, nor are credits available for any usage based Services. **OTHER THAN THE ADDITIONAL TERMINATION REMEDY SET FORTH BELOW FOR CHRONIC SERVICE OUTAGES, BUYER'S RIGHT TO RECEIVE SUCH SERVICE OUTAGE CREDIT SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A SERVICE OUTAGE OR FOR ANY OTHER CLAIM THAT SELLER FAILED TO MEET ITS OBLIGATIONS IN THE PROVIDING OF THE SERVICE.**
- (e) Chronic Service Outage. An affected circuit shall be deemed to have experienced a Chronic Service Outage to the extent that in any calendar month (i) three or more Service Outages have occurred with each such Service Outage having a duration of more than thirty (30) minutes or (ii) one Service Outage has occurred for a duration of more than forty-eight (48) hours, in each case where the applicable Service Outage has been reported by Buyer to Seller with respect to any circuit within a calendar month. If a Chronic Service Outage occurs, then Buyer shall have the right to terminate the affected circuit upon providing written notice to Seller, without any incurrence of any Termination Charges; provided the Buyer terminates the applicable Service on or before the expiration of the calendar month following the month in which the Chronic Service Outage occurred. **BUYER'S EXCLUSIVE RIGHT TO TERMINATE THE AFFECTED CIRCUIT SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A CHRONIC SERVICE OUTAGE.**

4.3 Background Bit Error Rate.

- (a) Standard. The following BBER standards shall apply with respect to Services that are provided entirely on Seller's Facilities:

- (i) DS-1 Service – 10^{-9}
- (ii) DS-3 Service – 10^{-11}
- (iii) OCn Services – 10^{-11}
- (iv) Managed Wavelength Services – 10^{-12}

In order to test to determine whether a circuit complies with the above BBER standards, Buyer shall be required to request and authorize an intrusive test to be taken of the applicable circuit for a period consistent with Section 3.2 above, provided an intrusive test shall not be required to the extent that Seller has installed equipment that is capable of monitoring such BBER on an ongoing basis without the need for an intrusive test. The Parties will cooperate on the timing and manner in which any such intrusive test is conducted, taking into consideration the need to minimize the interruption of Buyer's or other customer's services.

- (b) Remedies for Failure to Comply with Standard. If a particular circuit experiences a BBER worse than that set forth in (a) above that is applicable to such circuit during such testing period, then Seller shall have a period of thirty (30) days to correct such deficiency. If after such thirty (30) day period Seller has not retested such circuit in compliance with the BBER standards set forth above, then Buyer shall be entitled to terminate the applicable circuit upon providing written notice to Seller provided prior to the circuit complying with such BBER standards set forth above. **BUYER'S RIGHT TO TERMINATE THE APPLICABLE SERVICE SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF SELLER'S FAILURE TO MEET ITS BBER STANDARD OBLIGATIONS.**

- 4.4 Mean Time to Repair. Mean Time to Repair ("MTTR") shall be the average time required to repair a Service and restore its availability and is stated in terms of equipment and cable outages. The time is measured from the time that the Service Outage is reported by Buyer to Seller until Service is available. With respect to Services provided on Seller's Facilities, Seller will use all commercially reasonable efforts to (a) repair network equipment within an average of two (2) hours of when Seller's technical representation arrives on the applicable site where the equipment is located, not to exceed a total of four (4) hours from the time the Service Outage is reported and (b) have the first fiber on a cable cut restored within an average of six (6) hours of when Seller's technical representative arrives on the applicable site where the cable cut is located, not to exceed a total of eight (8) hours from the time the Service Outage is reported. Such averages will be calculated over a calendar quarter basis. Seller will undertake repair efforts on equipment or fiber when Seller first becomes aware of the problem, or when notified by Buyer and Buyer has released all or part of the Service for testing, at which point a trouble ticket will be established. Notwithstanding the above, the failure of Seller to meet such standards shall not constitute a default under this Agreement and Seller shall not be liable to pay Buyer any penalties or damages or credit any portion of the Recurring Charges or Non-Recurring Charges under this Agreement as a result of such failure, other than as set forth in Section 4.1 above.

- 4.5 PERFORMANCE LIQUIDATED DAMAGES. FOR THIS SUPPLEMENT, THE REMEDIES OF BUYER IN SECTIONS 2.2(C), 4.2(D), 4.2(E), AND 4.3(B) HEREOF SHALL CONSTITUTE BUYER'S PERFORMANCE LIQUIDATED DAMAGES FOR THE SERVICE OFFERED UNDER THIS SUPPLEMENT AND CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY PERFORMANCE FAILURE OF SELLER RELATED TO OR ARISING FROM THE SERVICE OFFERED HEREUNDER.



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PRODUCT SUPPLEMENT - DEDICATED INTERNET ACCESS

To the Master Service Agreement

This Product Supplement-Dedicated Internet Access (this "Supplement") is incorporated by reference into and made part of that certain Master Service Agreement (including all attachments and incorporated documents, the "Agreement") entered into between the Seller and the Buyer who signed the Master Service Agreement, as expressly provided therein and shall be effective as of the Effective Date defined in the Master Services Agreement. This Supplement provides additional terms and conditions governing the DIA Services.

1. SERVICE DESCRIPTIONS

A. Dedicated Internet Access

- 1.1 "Dedicated Internet Access" or "DIA" shall mean a dedicated high-speed connection to the Internet. Over a single access port connect ("Port"), Buyer may select from several connectivity options, speeds, and billing methods as outlined below and/or as set forth on any Service Order for which Seller has issued a FOC. The available configurations are subject to technical limitations, and Seller shall determine the actual allowed and available configurations from time to time consistent with then current technical considerations. Among other things, due to protocol overhead, IP addresses may be assigned to Buyer by Seller as deemed appropriate by Seller at rates agreed to by the Parties, but such IP addresses remain the property of Seller and are not transferred to Buyer or its User upon termination or expiration of this Supplement or any respective Service Order. Buyer and its Users will promptly return such IP addresses, and cooperate with any additional documentation of same, upon termination or expiration of this Supplement or any respective Service Order.
- 1.2 Technical Specification. The DIA Service and related offerings shall conform with the technical standards as specified by the Internet Engineering Task Force ("IETF").
- 1.3 Service Options. DIA may be offered in two service types: "Committed Bandwidth" and "Bursting Bandwidth". The selected type of service, pricing and length of term commitment shall be specified on the Service Order Form.
 - (a) "Committed Bandwidth" is the provision of a fixed capacity internet access port. A fixed capacity Port is provisioned as a Port up to the bandwidth purchased by Buyer, giving Buyer the ability to use the full Port bandwidth. The monthly Recurring Charge ("MRC") is fixed each month and does not change due to usage of the Port.
 - (b) "Bursting Bandwidth" allows the Buyer to use bandwidth above its Committed Bandwidth rate up to levels as agreed to in the Service Order consistent with the terms herein. The MRC for Bursting Bandwidth shall be calculated as follows: Seller will measure bandwidth usage, in five minute intervals, for each point of connection between Buyer and Seller's DIA network in two categories: incoming and outgoing traffic. At the end of each month, all data samples in each category in excess of the Committed Bandwidth rate will be sorted from highest to lowest and the top five percent (5%) of such measurements will be discarded. The highest remaining data sample in the higher of the two categories will then constitute the bandwidth usage level for that particular month. Bursting Bandwidth is the amount by which bandwidth usage for the particular month exceeds the Committed Bandwidth.

- (c) Invoicing for the MRC shall be in advance for Committed Bandwidth charges and in arrears for Bursting Bandwidth charges. Billing for a Bursting Bandwidth service period shall be billed in arrears no later than the second billing cycle following the period measured.
- 1.4 Definitions. Capitalized terms or phrases not defined in this Supplement shall have the definitions ascribed thereto in the Agreement. In addition to terms or phrases defined elsewhere in the Agreement or this Supplement, the following terms or phrases, where capitalized, shall be defined as follows:
- “BGP-4 Routing” shall mean Border Gateway Protocol, version 4 (“BGP-4”), a routing protocol enabling packets with user data to travel between remote locations on the internet and to exchange information between autonomous systems within the internet. The provision of BGP-4 is subject to certain policies and procedures which will be reviewed with Buyer upon request.
- “Demarc Extension” or “Extended Demarc” shall mean a build to extend Services from Seller’s stated Point of Demarcation to Buyer’s Point of Demarcation. In most cases, Seller’s stated Point of Demarcation is the Incumbent Local Exchange Carriers’ (“ILEC”) minimum point of entry (“MPOE”). Non-Recurring Charges for any Demarc Extension will be on an individual basis.
- “DNS” or “Domain Name Server” shall mean a system for converting host names and domain names into IP addresses on the Internet or on local networks that use the TCP/IP protocol.
- “E-BGP” shall mean an External Border Gateway Protocol, a routing protocol enabling packets with user data to travel between remote locations on the internet and to exchange information between autonomous systems within the internet.
- “HSRP” shall mean Hot Standby Routing Protocol, a proprietary routing protocol from CISCO for fault tolerant IP routing which enables a set of routers to work together to present the appearance of a single virtual router or default gateways to the hosts on a local area network (“LAN”).
- “Internet Protocol Address” or “IP Address” shall mean an address in four-part numerical format that uniquely identifies a computer accessible over a TCP/IP-based LAN or the Internet, for example, 127.0.0.10.
- “Local Loop Service” shall mean any transport service requested by Buyer and provided by Seller to connect a site with a Port.

B. Professional Services

- 1.1 “Professional Services” shall mean offering firewall equipment for purchase, a one-time basic firewall configuration service and connection of the purchased firewall to Seller’s Point of Demarcation.
- 1.2 Equipment Options. Buyer may purchase the selected type of equipment and pricing shall be specified on the Service Order form.
- 1.3 Configuration Services. Seller will provide the following one-time configuration services:
- (i) Physical setup and configuration of network settings for the firewall.
 - (ii) Connect the firewall to Seller’s Demarcation Point.
 - (iii) Update firewall firmware as needed
 - (iv) For the firewall specified on the Service Order, firewall setup for Buyer’s WiFi network
 - (v) Update administrator username and password on the firewall
 - (vi) Test the connectivity to Seller’s DIA Service

- (vii) Establish DHCP service on the firewall as needed

2. PROVISIONING INTERVALS FOR FACILITIES

- 2.1 Provisioning Intervals. Seller will use reasonable commercial efforts to meet the following Provisioning Intervals for the DIA Services that are provided entirely on Seller's Facilities:

<u>Service Description</u>	<u>Minimum Provisioning Intervals</u> (In Business Days from date of Service Order)
Port Only	10
Port and Local Loop Service (DS-1)	20
Port and Local Loop Service (Ethernet)	ICB

The Provisioning Intervals for all other Services shall be provided by Seller on an individual case basis and as set forth in the applicable Service Order FOC.

- 2.2 Remedies. If the Commencement Date does not occur prior to the Scheduled Service Date with regard to Services and such delay in the Commencement Date is not due to a Force Majeure Event or an act or omission of Buyer, Buyer's Users or their respective representatives, then the following remedies shall apply:

- (a) Delay of Recurring Charge. Buyer shall not be obligated to pay the Recurring Charges until such time as the Service commences.
- (b) Termination of Service. If the Commencement Date does not occur on or before sixty (60) days following the applicable Scheduled Service Date, then Buyer shall have the right to terminate the applicable Service by providing written notice to Seller to the extent that such notice is provided prior to the Commencement Date. In such event, unless otherwise provided in the Service Order, Buyer shall not be obligated to pay, and shall receive reimbursement for any amounts previously paid with regard to, any Recurring Charges associated with such Service.

- (c) **SOLE AND EXCLUSIVE REMEDIES:** THE PARTIES ACKNOWLEDGE THAT THE REMEDIES IN THIS SECTION 2 SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR THE FAILURE OF THE COMMENCEMENT DATE TO OCCUR PRIOR TO THE SCHEDULED SERVICE DATE OR ANY OTHER DELAY IN PROVIDING THE SERVICE.

- 2.3 Supp or Deferral Rights. With respect to any Services provided entirely on Seller's Facilities, Buyer shall have the right to request up to three (3) deferrals of the Scheduled Service Date; provided that, unless otherwise agreed by Seller, in no event may Buyer request a deferral of more than thirty (30) days in aggregate from the Scheduled Service Date set forth in the initial FOC for the Service. The Supp Charges applicable to any such deferrals of the Scheduled Service Date are as set forth in Seller's Miscellaneous Price Schedule. With respect to any Services provided in whole or in part on Third Party Facilities, any rights of Buyer to defer the Scheduled Service Date and any associated charges shall be determined by the Seller on an individual case basis.

3. TESTING PROCEDURES FOR FACILITIES

Seller agrees to use reasonable commercial efforts throughout the provisioning process so that the Service, when tendered to Buyer, meets the technical specifications set forth in this Supplement.

4. PERFORMANCE AND OPERATING STANDARDS FOR FACILITIES

4.1 Availability. If a Service Outage (as defined below) occurs with respect to Services provided entirely on Seller's Facilities and Seller is unable to provide the Services at the Availability Factors (as defined below), then Seller will credit Buyer's invoice for the applicable period with an amount equal to the Service Outage Credit (as defined below) in the month following the request by Buyer and determination of the applicable Service Outage Credit pursuant to the provisions set forth below; provided that Buyer must request such Service Outage Credit and such request must be made within ten (10) days of the applicable Service Outage. If a Chronic Service Outage (as defined below) occurs for any Service, then Buyer shall have the right to terminate the applicable Service consistent with paragraph (e) of Section 4.2.

4.2. Service Outage. A "Service Outage" shall mean that Buyer is unable to exchange IP packets over the Service via the Network Port.

(a) A Service Outage shall begin upon the earlier of Seller's actual knowledge of the Service Outage or Seller's receipt of written notice from Buyer of the Service Outage and shall end upon the correction of the loss of service.

(b) Notwithstanding the above, a Service Outage shall not be deemed to have occurred and no Service Outage Credits will apply:

(i) during periods (A) of less than ten (10) minutes, (B) in which Seller is not given access to its Facilities or equipment that are required to provide the Services or to remedy any Service Outage, (C) in which planned or scheduled maintenance and repair activities are occurring, (D) in which Buyer or its User continues to use the Services on an impaired basis, or (E) that are not reported to Seller within ten (10) days of the date the Service was affected;

(ii) for interruptions that are caused by or due to (A) acts or omissions of Buyer, its User or another third party, (B) the failure or malfunction of facilities or equipment not owned or operated by Seller, including without limitation the failure of the power supply, or (C) a Force Majeure Event or (D) disconnections by Seller for non-payment or other contract default or breaches by Buyer; and

(iii) for Services utilizing in whole or in part Third Party Facilities.

(c) Availability Factor. The following Availability Factors shall apply to DIA Services that are provided entirely on Seller's Facilities:

(i) Port Only – 99.999%

(ii) Port with DS-1 Local Loop Service – 99.90%

(iii) Port with Ethernet Private Line Local Loop Service

i. Unprotected – 99.0%

ii. Protected (Network protection; no client protection) – 99.9%

iii. Load Shared – 99.99% one of the two diverse paths will be available.

(iv) Port with Metro Ethernet Service – 99.90%

The Availability Factors set forth above shall apply for each calendar quarter and is a measurement of the percent of total time that Service is operative and deemed available to Buyer in accordance with the above specifications when measured over such period. The Availability Factor for any other Service will be as agreed to by Seller and Buyer in writing.

(d) Service Outage Credit. With respect to any Service Outages in excess of the Availability Factors, the Service Outage Credit shall be equal to an amount equal to (a) the Recurring Charge applicable to the affected Service during the calendar quarter in which the Service Outage occurred multiplied by (b) the number of hours or fractions thereof that the Service Outage occurred

during the applicable period divided by 2160 hours. Service Outage Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges, nor are credits available for any usage based Services. **OTHER THAN THE ADDITIONAL TERMINATION REMEDY SET FORTH BELOW FOR CHRONIC SERVICE OUTAGES, BUYER'S RIGHT TO RECEIVE SUCH SERVICE OUTAGE CREDIT SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A SERVICE OUTAGE OR FOR ANY OTHER CLAIM THAT SELLER FAILED TO MEET ITS OBLIGATIONS IN THE PROVIDING OF THE SERVICE.**

- (e) **Chronic Service Outage.** An affected Service shall be deemed to have experienced a "Chronic Service Outage" to the extent that in any calendar month (i) four or more Service Outages have occurred with each such Service Outage having a duration of more than thirty (30) minutes or (ii) one Service Outage has occurred for a duration of more than forty-eight (48) hours, in each case where the applicable Service Outage has been reported by Buyer to Seller with respect to any Service within ten (10) days. If a Chronic Service Outage occurs, then Buyer shall have the right to terminate the affected Service upon providing written notice to Seller, without the inurrence of any Termination Charge; provided that Buyer terminates the applicable Service on or before the expiration of the calendar month following which the Chronic Service Outage occurred. **BUYER'S RIGHT TO TERMINATE THE AFFECTED SERVICE SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A CHRONIC SERVICE OUTAGE.**

4.3 PERFORMANCE LIQUIDATED DAMAGES. FOR THIS SUPPLEMENT, THE REMEDIES OF BUYER IN SECTIONS 2.2(C), 4.2(D), AND 4.2(E) HEREOF SHALL CONSTITUTE BUYER'S PERFORMANCE LIQUIDATED DAMAGES FOR THE SERVICE OFFERED UNDER THIS SUPPLEMENT AND CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY PERFORMANCE RELATED TO OR ARISING FROM THE SERVICE OFFERED HEREUNDER.

5. RULES AND REGULATIONS FOR USE OF DIA SERVICE

- (a) As a condition of Buyer's use of the DIA Service, Buyer warrants to Seller that neither it nor its Users will use the DIA Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Buyer agrees to abide by, and shall cause its Users to abide by, all applicable local, state, national and international laws and regulations. Buyer is solely responsible for all acts or omissions that occur under its account, including the content of Buyer's and its Users' transmission through the DIA Service.
- (b) Buyer agrees that it and its Users shall comply in all respects with Seller's Acceptable Use Policy ("AUP"), as set forth under the AUP link at www.smartcomtelephone.com/aup. Buyer acknowledges that it has reviewed and agrees to the provisions of the AUP.

COP DIA RFP PRICING

VTX

	ITEM	36 MONTHS	60 MONTHS
1	40G	\$ 12,499.00	\$ 10,624.00
2	100G	\$ 21,999.00	\$ 19,125.00
3	ANCILLARY SERVICE CHARGES (IF ANY)		
	1 IPV4/22 (per block location = \$110,000)	\$ 55,000.00	\$ -
	2 Construction costs for Communications Center	\$ 53,892.00	\$ -
	3 Construction costs for Bridge Administration	\$ 19,298.00	\$ -
	4 Labor	\$ 1,500.00	\$ -
	5	\$ -	\$ -
4	CONSTRUCTION DAYS		30
5	PROJECTED SURCHARGES & FEES		0
6	MAXIMUM TRANSPORT CAPACITY	100 Gbps	
7	HIGH LEVEL NETWORK DIAGRAM (PLEASE ATTACH)		
8	IDENTIFICATION OF ANY POINTS OF POTENTIAL FAILURE (PLEASE ATTACH INFORMATION)		
9	DOCUMENTATION DESCRIBING PROPOSED DIA PROVIDERS' INTERCONNECTEDNESS AND COVERAGE (PLEASE ATTACH INFORMATION)		
10	TYPICAL RESPONSE TIMES FOR 24 X 7 X 365 SERVICE IMPAIRMENTS AND OUTAGES		
11	REFERENCES		
12	A. POP		
	B. UPSTREAM PROVIDER		
13	WHAT IS YOUR CURRENT RANKING FOR THE LAST 5 YEARS?		
14	IF USING A TIER 1 PROVIDER, IF SO, WHO IS THE TIER 1 / 2 PROVIDER		

Section	Rating	Weighted
I	9	36
II	8	24
III	9	18
IV	10	10
TOTAL		88

Smartcom

	ITEM	36 MONTHS	60 MONTHS
1	40G	\$ 9,200.00	\$ 8,880.00
2	100G	\$ 17,750.00	\$ 15,900.00
3	ANCILLARY SERVICE CHARGES (IF ANY)		
	1 Option (per month) for protected ring. (90 days construction time)	\$ 2,000.00	\$ -
	2 IP/month (for /22 or /21 block) Will be billed as 1024 IP or 2048 IP block	\$ 1.00	\$ -
	3 /Mb burst over 40GB, 36 months	\$ 0.18	\$ -
	4 /Mb burst over 40GB, 60 months	\$ -	\$ 0.17
	5	\$ -	\$ -
4	CONSTRUCTION DAYS		28
5	PROJECTED SURCHARGES & FEES		
6	MAXIMUM TRANSPORT CAPACITY	\$ -	
7	HIGH LEVEL NETWORK DIAGRAM (PLEASE ATTACH)		
8	IDENTIFICATION OF ANY POINTS OF POTENTIAL FAILURE (PLEASE ATTACH INFORMATION)		
9	DOCUMENTATION DESCRIBING PROPOSED DIA PROVIDERS' INTERCONNECTEDNESS AND COVERAGE (PLEASE ATTACH INFORMATION)		
10	TYPICAL RESPONSE TIMES FOR 24 X 7 X 365 SERVICE IMPAIRMENTS AND OUTAGES	4 hrs MTTR	
11	REFERENCES		
12	A. POP		
	B. UPSTREAM PROVIDER		
13	WHAT IS YOUR CURRENT RANKING FOR THE LAST 5 YEARS?	3107 for AS 14860	
14	IF USING A TIER 1 PROVIDER, IF SO, WHO IS THE TIER 1 / 2 PROVIDER	PCCW, Cogent, Hurricane Electric	

Section	Rating	Weighted
I	9	36
II	10	30
III	10	20
IV	9	9
TOTAL		95

Foremost

	ITEM	36 MONTHS	60 MONTHS
1	40G	\$ 10,995.00	\$ 9,895.00
2	100G	\$ 24,995.00	\$ 22,965.00
3	ANCILLARY SERVICE CHARGES (IF ANY)		
	1 /24 included with service	\$ -	\$ -
	2	\$ -	\$ -
	3	\$ -	\$ -
	4	\$ -	\$ -
	5	\$ -	\$ -
4	CONSTRUCTION DAYS		Within 30 days
5	PROJECTED SURCHARGES & FEES	\$3.02 (MROW for the City)	
6	MAXIMUM TRANSPORT CAPACITY		
7	HIGH LEVEL NETWORK DIAGRAM (PLEASE ATTACH)		
8	IDENTIFICATION OF ANY POINTS OF POTENTIAL FAILURE (PLEASE ATTACH INFORMATION)		
9	DOCUMENTATION DESCRIBING PROPOSED DIA PROVIDERS' INTERCONNECTEDNESS AND COVERAGE (PLEASE ATTACH INFORMATION)		
10	TYPICAL RESPONSE TIMES FOR 24 X 7 X 365 SERVICE IMPAIRMENTS AND OUTAGES		
11	REFERENCES		
12	A. POP		
	B. UPSTREAM PROVIDER		
13	WHAT IS YOUR CURRENT RANKING FOR THE LAST 5 YEARS?		
14	IF USING A TIER 1 PROVIDER, IF SO, WHO IS THE TIER 1 / 2 PROVIDER		

Section	Rating	Weighted
I	9	36
II	9	27
III	9	18
IV	9	9
TOTAL		90



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.M.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to award the Service Contract for Direct Internet Access Services to Foremost Telecommunications Corporation at International Bridge Building.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City posted an RFP and 3 vendors provided proposals, Foremost was ranked second highest of 3.

Fiscal Consideration: \$10,895.00 per month

Staff Recommendation: Staff recommends 5 year agreement with Foremost Telecommunications Corporation with an initial speed of 40 GB at International Bridge Building

Alternatives: Alternate vendor

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 11/10/2021
Approved - 11/10/2021
Approved - 11/11/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



Response to
PROJECT No. 2021-01-510-S018-001B

City of Pharr

Dedicated Internet Access

October 26th, 2021

Foremost Telecommunications Corporation
5757 Alpha Road, Suite 110
Dallas, TX 75240
469-554-4014 (voice)
469-554-4015 (fax)

COPY 1



10/26/2021

Mr. Ignacio Amezcua
Purchasing Director
City of Pharr
118 S. Cage Blvd, Purchasing Department (2nd Floor)
Pharr, Texas 78577

Dear Mr. Amezcua:

Foremost Telecommunications Corporation would like to provide the City with Dedicated Internet Access Services per the project released for bidding responses by the City of Pharr. Foremost Telecommunications Corporation is a telephone company licensed by the Texas Public Utilities Commission and a telecommunications provider to many school districts in the Valley and throughout the state.

Foremost has significant experience providing service to school districts, libraries, cities, and other state entities. Please find enclosed the response to your RFP PROJECT No. 2021-01-510-S018-001B for Dedicated Internet Access Services.

Foremost has its own fiber network including its own long haul network and can provide service out of two of our major POPs which are connected by our RGV fiber ring that includes both of our Harlingen and McAllen facilities.

Thank you for your consideration. If you have any questions, please feel free to call me at 956-507-4408 or 956-495-4444 (cell).

Sincerely,

A handwritten signature in black ink, appearing to read "L. L. Halcomb", written in a cursive style.

Lawrence L. Halcomb, Ph.D., President
Foremost Telecommunications Corporation
5757 Alpha Road, Suite 110
Dallas, TX 75240

COMPANY BACKGROUND

Company Information

Foremost Telecommunications is a Texas Corporation based in Texas. Foremost Telecommunications was incorporated in 1989 and started providing telephone service in 2002 under authority of the Texas Public Utilities Commission. Foremost Telecommunications is an E-Rate service provider in good standing (SPIN #143025467) and is regulated by the Texas PUC and the FCC.

Foremost Telecommunications provides telecommunications services throughout the state with concentration of fiber and services in South Texas. Foremost constructs its own fiber and operates its own long haul fiber network.

The main office address is as follows:

Foremost Telecommunications Corporation
5757 Alpha Rd., Suite 110
Dallas, TX 75240
469-554-4014 (voice)
469-554-4015 (fax)

info@foremosttelecom.com (our general email)
billing@foremosttelecom.com (billing)
support@foremost.tel (our support email)

City of Pharr Project Management Staff

Carl Lerman, Project Manager
469-554-4014 x4482 lerman@foremost.tel
Ruben Meza, Account Manager
469-554-4014 x4434 Ruben.Meza@foremost.tel
Lawrence F. Halcomb, Director, Customer Relations
469-554-4014 x4403 lawrence@foremost.tel
Chris Eastin, Network Operations
469-554-4014 x4481 eastin@foremost.tel

The primary project managers for products and services provided to the City of Pharr is Mr. Carl Lerman. Mr. Lerman has over 40 years of experience in the telecommunications industry.

The primary account manager for billing and inside sales is Ruben Meza. Mr. Meza has over 30 years of experience in the telecommunications industry.

Senior management under the direction of the President Dr. Larry Halcomb has over 100 years of combined experience in the networking and telecommunications arena.

The Foremost broadband network was designed by an on staff CCIE and is undergoing significant expansion.

Foremost Telecommunications - Response to City of Pharr RFP
PROJECT No. 2021-01-510-S018-001B

Foremost Telecommunications Corporation
Federal ID #75-2299731
SPIN #143025467
5757 Alpha Rd., Suite 110
Dallas, TX 75240
956-507-4014 (voice)
956-507-4015 (fax)

General Narrative

Foremost Telecommunications Corporation is a telecommunications carrier (CLEC) licensed by the Texas PUC and regulated by both the Texas PUC and the FCC. Foremost is an E-rate Provider and has participated in the E-rate program since the first round twenty years ago and provides internet service to many school districts and other government entities throughout the Valley. Foremost is a facilities-based carrier and operates its own network. Foremost has been providing telecommunications services including fiber-based services for over 20 years and providing Foremost fiber based services for over ten years.

The Foremost technical staff has designed and built its network in South Texas (e.g. Laredo, Corpus Christi, Alice, Victoria, Kingsville, etc. and almost every city in the Valley) that is used to deliver a variety of data and voice services. Multiple Foremost staff currently have (or have had) CCNA certification and we have CCNP/CCIE on staff. Fiber design, recordkeeping, and purchasing is performed in house. Foremost typically uses in house teams as well for permitting, warehousing, construction and splicing dispatched from its garage/warehouse/offices/yard in Alamo.

Foremost has a state wide organization distributed over its main and remote offices. The Foremost Founder and President is Dr. Larry Halcomb with over 35 years of experience. Foremost also has two Directors that manage day to day operations. Every Foremost team (e.g. customer service, network operations, field operations, etc. is managed by a seasoned professional with 15-30 years of industry experience.

City of Pharr RFP Section Response

1) DEVIATION FROM SOLICITATION/REQUIREMENTS

Please read your solicitation thoroughly and be sure that the PROPOSAL offered comply(ies) with all requirements. Any variation from the solicitation must be clearly outlined covered by a letter attached to and made a part of your proposal response. If no exceptions are noted, and you are the successful respondent, it will be required that the SERVICES be provided as specified.

All exceptions and deviations to the City's RFP are detailed in this Section Response document.

CONFIDENTIAL

4) TEXAS GOVERNMENT CODE CHAPTER 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED

In accordance with Chapter 2252.152 of the Texas Government Code, Respondent is to acknowledge that (a) Respondent does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Respondent is not listed by the Texas Comptroller as a terrorist organization.

Foremost acknowledges that it does not engage in business with any of the countries/organizations mentioned in Texas Government Code Chapter 2252.152, nor is it listed by the Texas Comptroller as a terrorist organization.

5) TEXAS GOVERNMENT CODE CHAPTER 2270 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

Foremost hereby acknowledges the Prohibition of Contracts with Foreign Terrorist Organizations and with the Boycotting of Israel. The signatory executing this contract on behalf of company hereby verifies that the company is not on the Texas Comptroller's list of terrorist organization's is not engaged in business with Iran, Sudan or any foreign terrorist organization and will not boycott Israel throughout the term of this contract.

1. 36-month and 60-month term pricing for all specified DIA bandwidths and per-Mb burst rates.

Pricing information will be included on the Attachment B Spreadsheet per the City's direction.

2. All ancillary service charges such as IP addresses, cross-connects, SWIP charges, etc.

Additional service charges will be included on the Attachment B Spreadsheet per the City's direction.

Foremost will provide a /24 included with the service. If the City would like a /22 or /21, Foremost would be happy to facilitate procuring allocation of addresses from ARIN or similar.

3. Projected taxes, surcharges, and fees (Customer is tax exempt).

Projected taxes, surcharges, and fees will only consist of the Municipal Right-of-Way charge (MROW), collected on behalf of the City of Pharr and is not subject to tax exemption. The MROW for the City of Pharr is expected to be \$3.02 per month per

the Texas PUC 2021 MROW rates per circuit. These rates are updated by the City yearly and therefore are subject to change by the City.

4. High level network diagram showing routes and diversity from DIA gateways to customer meet

Please see the Network Diagram included with this proposal response. Please note that Foremost operates fiber rings throughout the Valley. The two City of Pharr sites to be served will be fed from DIFFERENT Foremost POPs (Hidalgo and Pharr) which are both on the Foremost ring.

5. Identification of any points of potential failure/impairment of service performance or redundancy.

Foremost infrastructure is designed to be resistant to conventional and disaster-caused failures. Foremost uses its own bi-directional fiber ring to implement its service, with internet feeding into the ring from multiple locations. Points of impairment/failure are generally restricted to multiple fiber cuts or wide-scope regional disaster events. Foremost POPs are built for resiliency including dual core routers and generator backup. Since each City of Pharr location will home to a different Foremost POP we do not expect any events (e.g. fiber cut) which would take down both locations.

6. Documentation describing proposed DIA providers' interconnectedness and coverage

Please see the Foremost Capabilities document included with this proposal. Foremost is a "Tier 1.5" provider that uses only major Tier 1 providers in its mix as well as direct peering at multiple locations with major content providers that don't go through the public internet.

7. Typical response times for 24x7x365 service impairments and outages

Foremost policy for responding to reports of service impairments is to open an investigation within 15 minutes of receiving a report, with a 4-hour on-site response window for a fiber outage. While a four hour restoration window is intended, it must be noted that some fiber outages will take longer to test and correct depending on the circumstances of an outage. Fiber cuts in particular in some instances are time intensive to repair. Please see the Service Level Agreement included with this proposal response for information on service credits. By completely separating both deliveries to the two City of Pharr locations there is no real scenario where both locations would be down.

Escalation procedures and contacts are described on the Support and Escalation document included with this proposal response. Any necessary work and repairs will be coordinated with the City if those repairs will be service-affecting, and resolution will be verbally confirmed with the City.

Foremost support will be available to the City 24x7x365 for outages. Please see the Support and Escalation document included with this proposal response.

8. A reference of similar project requirements, including name, address, and phone #.
References for projects of similar services and/or scope are included on Attachment C per the City's direction.

9. The point of presence (POP) they are operating from (and upstream provider).
The sites in question will be served by Foremost's Edinburg and McAllen POP, with each of the City of Pharr locations being served by one POP based on which is closest in proximity. Upstream providers intended are currently Telia, NTT, PCCW, Cogent, Hurricane Electric, and Level 3. Please see the included Network Diagram included with this proposal response for further details.

10. What is their current ranking and ranking for the last five years?
Please be aware there is no official organization that ranks providers, what is called a "Tier 1" provider simply refers to the largest global backbone providers. While not technically a Tier 1 provider, Foremost offers a Tier 1 like service by its mix of peering and direct connection to worldwide Tier 1 providers. Foremost sources all of its internet from "Baker's Dozen" Tier One providers and peers with Google, Amazon, Apple, and other large technology companies.

11. Are they using a tier 1 provider, if so, who is the tier 1/2 provider, and what are that provider's current ranking and ranking for the last five years?
Foremost sources all of its internet from only Tier One providers and is directly peered with Google, Amazon, Apple, and other large organizations. Foremost adjusts its mix on an ongoing basis.

12. Provide max transport capacity available at locations.
Based on the specifications of this proposal, Foremost will be able to provide up to 100 Gbps without equipment changes.

The City of Pharr is a municipal entity, and a subdivision of the state of Texas, and as such is bound by political and legislative action outside of their control. Therefore, respondents must agree to and allow for early termination of DIA services without penalty, aside from the recovery of any pre-disclosed capital investment by the respondent to provide the service, in the event legislative changes adversely affect their ability to use the service to serve retail subscribers.

In the event of pending Termination due to legislative changes, Foremost will waive early termination charges provided that the services or equivalent are not replaced by another provider.

VIII. Contract Term and Termination

Contract Term for this Service Contract shall be for a period of one (1) year commencing on the date of award and ending one (1) year thereafter. The City of Pharr reserves the right to extend this Service Contract for four (4) additional years in 1- year increments, if the performance of the successful bidder/contractor remains satisfactory and their unit price(s) remain firm.

Foremost's Service Order for the services being offered to the City of Pharr will include language permitting four one-year term renewal options upon mutual agreement between the City and Foremost.

By signing below, the Proposer hereby certifies that:

They have read, understand, and agree that acceptance by the City of the Proposer's offer by the issuance of an agreement which will create a binding contract;

They agree to fully comply with all terms and conditions as set forth in the agreement, and amendments thereto, together with the solicitation documents, and other forms contained herewith.

Exceptions to the terms of this RFP are detailed in this Section Response document.

Foremost will incorporate its Master Service Agreement (a copy of which is included with this proposal) into the Contract with the City as well as Service Orders specific to the services requested by the City from Foremost.

6. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced.

Please see the included Tax ID number referenced in this document and elsewhere in this RFP response. Sharing of an exhaustive list of Cities presently being served may not be permissible under the FCC's requirement that we act as custodians of Customer Private Network Information (CPNI). If a list is desired and is permissible under this requirement, Foremost would be happy to provide the list to the City at a later date.

The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the ITEM(S) being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.

In the event of pending Termination for cause or for breach, Foremost must be made aware of the cause or breach and be given reasonable opportunity to cure the cause or breach prior to Termination taking effect.

Termination for convenience requires a minimum of 30 days notice, and termination of the Contract prior to its expiration may result in early termination charges.

Foremost Telecommunications Corporation

Federal ID #75-2299731

5757 Alpha Rd., Suite 110

Dallas, TX 75240

956-507-4014 (voice)

956-507-4015 (fax)

Foremost Confidential

Data/Internet Background and Capabilities

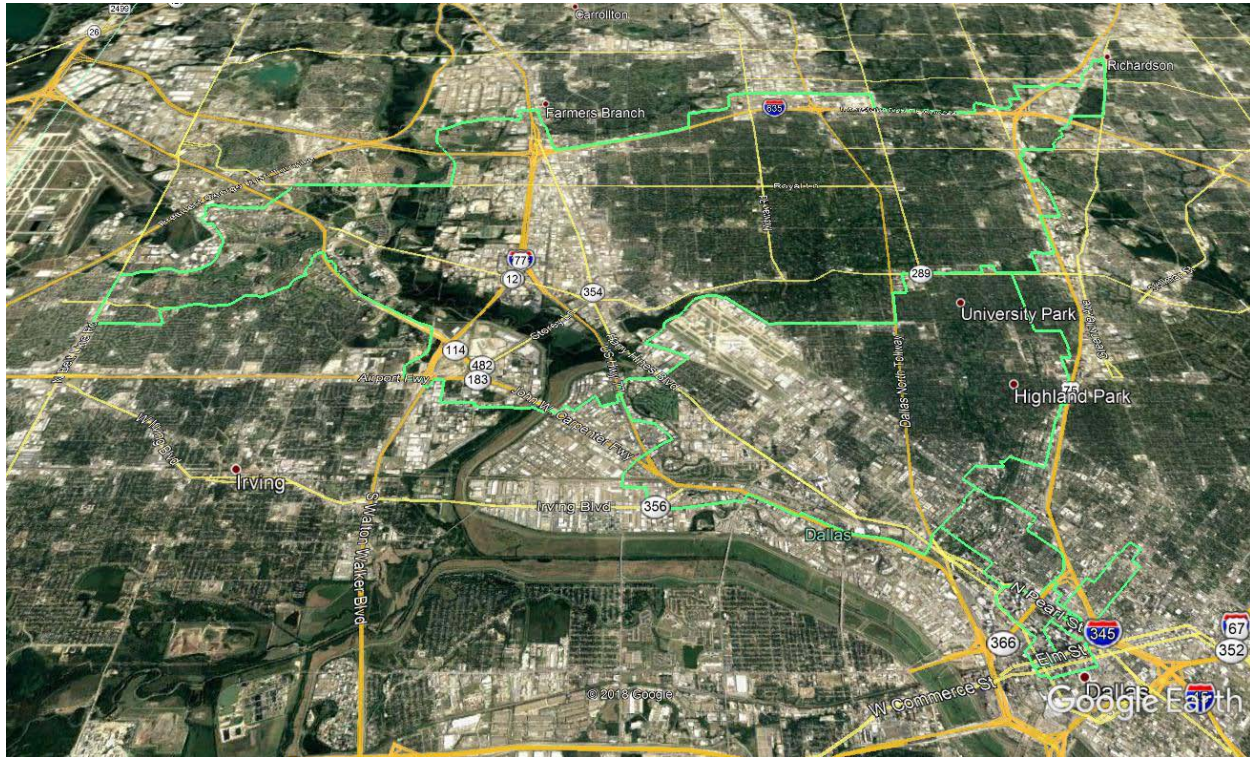
Foremost Telecommunications Corporation is a telecommunications carrier (CLEC) licensed by the Texas PUC and regulated by both the Texas PUC and the FCC. Foremost is an E-rate Provider in good standing with USAC and has participated in the E-rate program since the first round twenty years ago. Foremost is a facilities based carrier and operates its own network statewide.

Foremost has been providing telecommunications services for over 20 years. Foremost has a state wide organization distributed over its five physical offices and Foremost operated data centers. The Foremost Founder and President, Dr. Larry Halcomb, has over 35 years of experience. Every Foremost team (e.g. customer service, network operations, field operations, outside plant, etc.) is managed by a seasoned professional each with 10-30 years of industry experience.

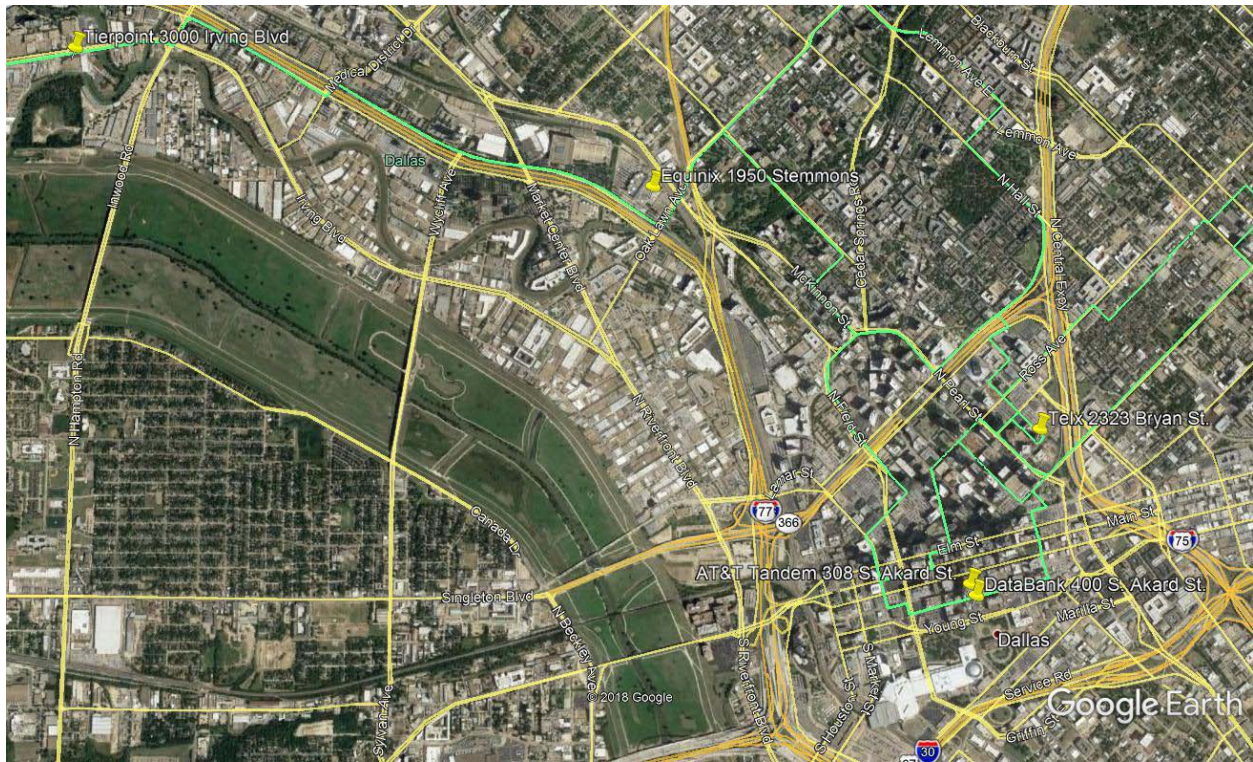
By investing in dark fiber in the Dallas area (the de-facto internet hub of the Southwest region) and establishing its POPs, Foremost has a direct presence in the largest carrier hotels in Dallas. Adding peering and increasing capacity is simple given the emphasis and investment Foremost has made in fiber connectivity. Foremost has also placed a general emphasis on connectivity to major carriers statewide so that builds are not necessary to increase capacity in any area, whether it be peering, cloud, or lit/dark transport.

Foremost Telecommunications - Response to City of Pharr RFP
PROJECT No. 2021-01-510-S018-001B

The existing Foremost Dallas Fiber Ring is pictured below. The diverse underground ring includes diverse entrance to two Foremost data centers where collocation and hosting are available.



The Dallas Central Business District ring is pictured below:



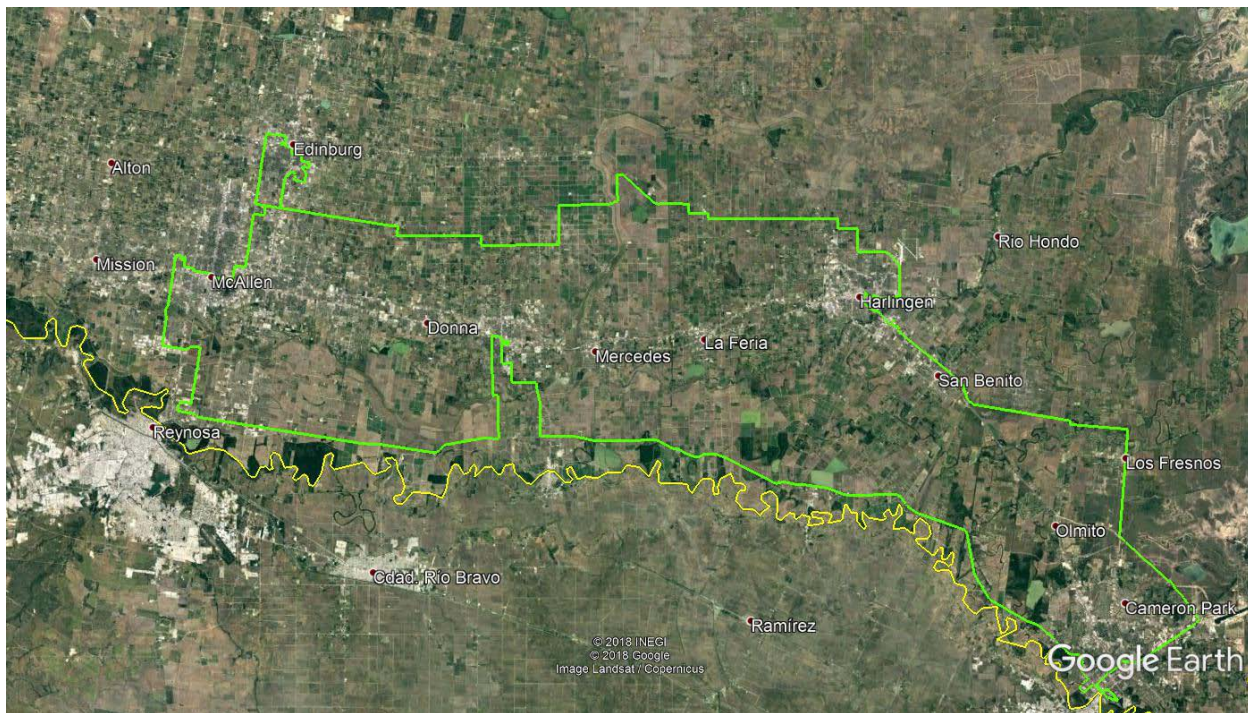
Foremost has an existing physical presence (equipment, diverse fiber, or both) at the following Dallas carrier hotels:

AT&T Addison CO	5820 Alpha Rd	Dallas
Equinix DA1/DA3	1950 Stemmons	Dallas
AT&T Riverside Tandem	308 S Akard St	Dallas
Telx MMR	2323 Bryan	Dallas
Foremost Alpha Data Center	5757 Alpha Rd.	Dallas
Frontier Irving XA LSO	3500 N Belt Line Rd	Irving
Tierpoint Data Center	3000 Irving Blvd	Dallas
Level 3/CenturyLink POP	5757 Alpha Rd., 2nd floor	Dallas
Databank MMR	400 S. Akard St., Basement	Dallas

The Equinix exchanges are major peering locations where Foremost already has equipment and direct fiber cross connect capability. There are numerous regional and smaller exchanges in these locations that Foremost can easily add additional peering to, should it be worthwhile. All in all, Foremost has fiber direct cross connect access to over 300 carriers on its Dallas Fiber Ring, including every major carrier in Texas.

The Foremost internet backbone currently consists of numerous distribution POPs, which includes more than 20 POPs in South Texas and the Rio Grande Valley. Foremost has designed and built hundreds of miles of fiber to deliver services to its customers in South Texas. This fiber is used to deliver a variety of data and voice services to school district, government, and enterprise customers. Foremost provides WAN services, and/or gigabit level Dedicated Internet Access services using Foremost built fiber to many school districts. From the Rio Grande Valley Foremost owns its own fiber all the way to Dallas the internet hub of the state. Foremost has fiber to Houston as well.

Foremost operates a diverse underground fiber ring which it uses to feed its distribution networks throughout the Rio Grande Valley. Foremost has transport and internet connectivity in both Harlingen and McAllen (with one location being added). The Foremost RGV Fiber Ring is pictured below.



At each location, Foremost has built a distribution network and these networks are growing and in fact are connected to each other. Foremost has constructed its own fiber to Hidalgo, Pharr, Weslaco, Mercedes and is currently completing a third ring connection to Harlingen. Other locations and distribution networks are planned as well to support any growth required.

Foremost has also significant South Texas carrier connectivity. Foremost has built direct fiber interconnections (e.g. 24 strand fiber or higher) to AT&T, CenturyLink/Level 3, VTX in many locations, and Windstream in multiple locations among others. Foremost can directly connect with any Tier 1 provider in South Texas.

Foremost also operates a major POP in Laredo, where it has built fiber to three other carrier POPs, is near net to several other carrier POPs, and has constructed its own fiber in the area.

The Foremost owned and operated data centers in South Texas (Corpus Christi, San Antonio, Harlingen, McAllen), consistent with Foremost philosophy, have fiber connectivity to a large number of carriers. The Foremost location at 606 N. Carancahua St. has access to over 10 major carriers. The Foremost location at 100 Taylor St. (two leased suites in the building in addition to a full rack in the building MMR) has access to over 30 carriers, most of them major carriers. The Foremost locations in Harlingen and McAllen have access to over 20 carriers, most of them major carriers.

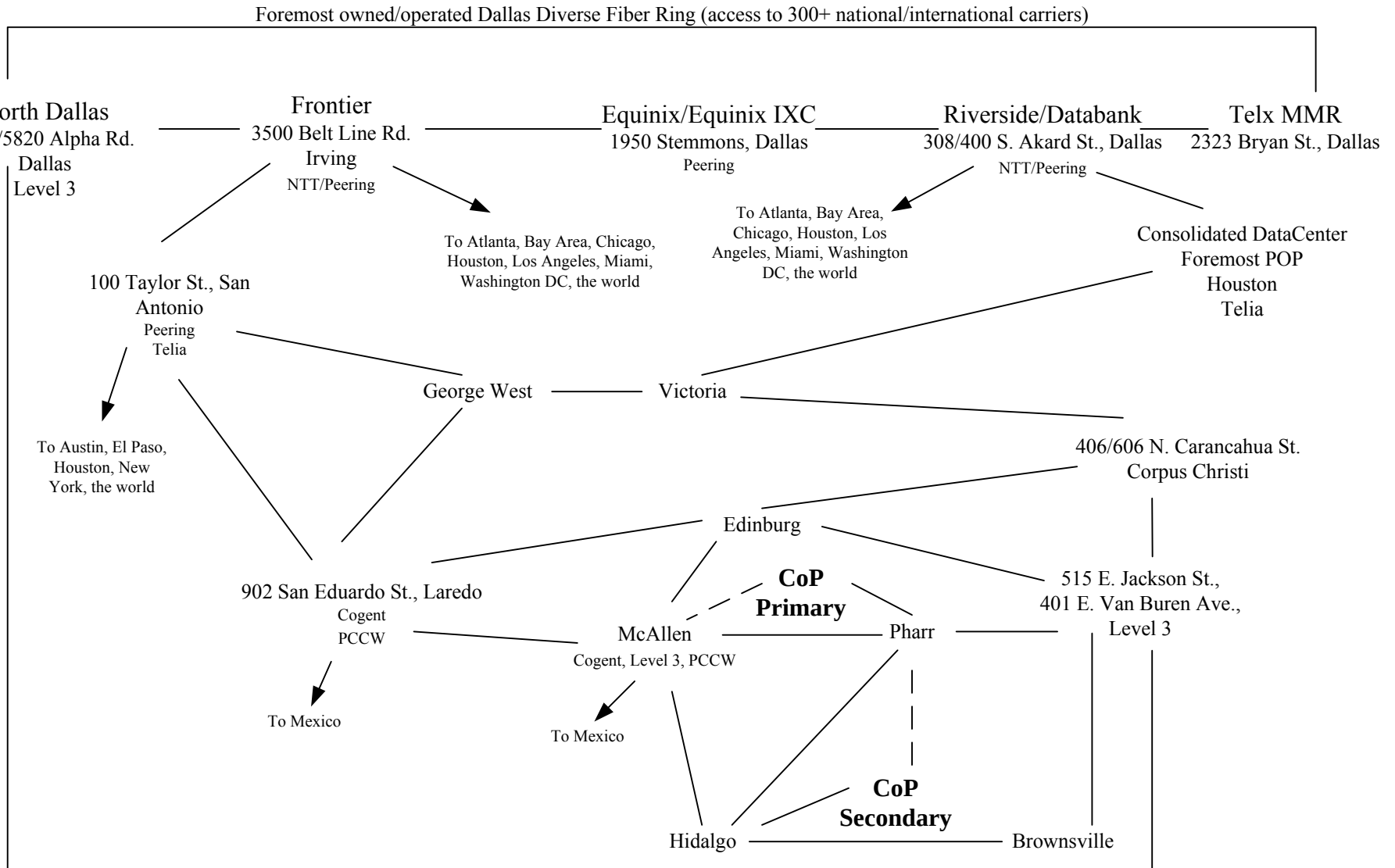
The Rio Grande Valley and Laredo networks as a whole are fed from multiple directions with traffic flowing to/from Dallas, Corpus Christi, and San Antonio. Foremost is constantly augmenting its transport and increase capacity as necessary on its own fiber (more detailed plans in this area can be discussed under nondisclosure).

Foremost has its own offices and data centers in Dallas, Harlingen, McAllen, San Antonio, and Corpus Christi, which include redundant power and generator capability.

Foremost is a Tier 2 provider but does not use other Tier 2 providers. Traditionally Foremost has used high quality “Bakers Dozen” Tier 1 carriers located at different strategic points on its network increasing traffic with carriers based on experience and taking advantage of carriers that have nearby direct peering. Current backend ISPs include NTT (two different POPs in the Dallas Infomart), Cogent (two different POPs) and PCCW. Foremost also has direct peering at two locations (diverse routing) in Dallas, currently adding Houston, and additional direct peering being established outside of Texas.

Foremost fully supports BGP for multi-homed customers. On its backbone Foremost uses OSPF, iBGP, and MPLS.

Foremost Network Map (anticipated 2022 Connectivity)



Foremost reserves the right to change its mix of transport and public internet providers/peering .

Foremost Confidential

MASTER SERVICES AGREEMENT

This *Master Services Agreement* (hereinafter the “Agreement”) by and between FOREMOST TELECOMMUNICATIONS, a Texas corporation (hereinafter referred to as “FOREMOST”), with its principal place of business in Collin County, Texas, and _____, a _____ (hereinafter referred to as the “Customer”), shall govern all services that Customer may desire to order from FOREMOST through a subsequent *Service Order*, all as is more particularly agreed as follows:

1. The terms of this Agreement are intended for the benefit of FOREMOST and Customer only, and do not extend to any other person or entity except for wholly-owned affiliates of Customer, members of Customer’s staff and consultants in the course of performing work for Customer, and persons in the course of receiving services from Customer.

Term and Termination

2. This Agreement shall begin as of the later of the dates accompanying the signatures below (hereinafter the “Effective Date”) and shall end upon the expiration of one (1) year, provided that either party first provides 30 days’ notice of termination to the other party. If no term is specified or if the above term expires, this Agreement shall continue to be in force on a month-to-month basis until 30 days elapse from the receipt of a notice of termination.
3. As this Agreement sets forth terms and conditions for any *Service Order* between Customer and FOREMOST, no such *Service Order* may be placed until and unless this Agreement is executed. If this Agreement is terminated during the term of any *Service Order*, then the parties agree to abide by the terms of this Agreement with respect to such *Service Order* until the parties negotiate and execute a new governing agreement.
4. The term of each *Service Order* shall begin upon the delivery of the corresponding service and shall end upon the expiration of the term specified in each such *Service Order*, provided that either party first provides at least 30 days’ notice of such termination to the other party. If the term of the *Service Order* is not specified or expires, then the *Service Order* shall continue to be in force on a month-to-month basis until 30 days have elapsed from the receipt of a notice of termination. FOREMOST reserves the right to adjust any recurring fees or charges for any *Service Order* continuing on a month-to-month basis upon 30 days’ notice to the Customer.
5. The parties agree that FOREMOST would be damaged by any early termination of any *Service Order*, and that such damages would be difficult, if not impossible, to calculate with any degree of certainty; therefore, the parties agree that a reasonable estimation of such damages shall be calculated by multiplying the monthly charges incurred by the applicable *Service Order* by the number of months remaining in the term of such *Service Order*, and that Customer shall pay FOREMOST those damages upon being invoiced for same.
6. If a material obligation in this Agreement or an applicable *Service Order* is breached, other than a breach for non-payment, service deficiency, or any other breach provided for elsewhere in this Agreement, then the complaining party must deliver a written notice setting forth the details of the breach to the alleged breaching party. The complaining party may not terminate this Agreement or any applicable *Service Order* until and unless such breach has not been cured within 30 days following the receipt of such written notice.

Provisioning and Equipment

7. FOREMOST services are contingent upon the availability of (a) functioning copper facilities at Customer’s location, (b) appropriate space in a climate-controlled environment with access to electrical power, ground lines, and surge protection, and (c) a backboard, rack, or other mounting device to accommodate the installation of equipment. FOREMOST services are further contingent upon the Customer providing FOREMOST with cabling paths, including spaces, chases, and conduit, together with any rights of entry or other permissions, all of which may be needed in order to connect Customer to the public right-of-way and the FOREMOST network.
8. FOREMOST shall terminate its wiring, cabling, circuits, equipment, and any other supporting items necessary for the delivery of service (hereinafter “Foremost Facilities”) at a demarcation point where FOREMOST Facilities will end and the Customer’s private facilities (hereinafter “Customer Facilities”) will begin. If an alternate carrier is used by FOREMOST as part of delivering its services to Customer, then Customer shall further be responsible for extending that carrier’s facilities to the FOREMOST demarcation point. FOREMOST shall not provide, repair, nor be responsible

for any Facilities past the FOREMOST demarcation point, such as Customer's inside wiring, unless otherwise provided for in an applicable *Service Order*.

9. FOREMOST shall retain ownership of all FOREMOST Facilities unless otherwise stated in an applicable *Service Order*, *Bill of Sale*, or other document transferring ownership. Customer accepts responsibility for any damages to FOREMOST equipment at Customer's location, and agrees to return all FOREMOST equipment upon termination of any service requiring such equipment. Customer agrees to assist and not otherwise impede FOREMOST and its agents from recovering FOREMOST equipment upon termination of this Agreement. FOREMOST reserves the right to bill Customer for any unreturned property.
10. Customer accepts sole responsibility for its own network and telephone equipment. In particular, Customer accepts responsibility for the installation, testing, ordering, provisioning, support, maintenance, operation, security, and integrity of its own facilities, computers, services, systems, networks, and equipment, including, but not limited to, Customer's Private Branch Exchange, other than those goods or services for which FOREMOST expressly assumes responsibility in an applicable *Service Order*. Customer accepts sole responsibility for the cost and expense of any administrative, technical, emergency, or support personnel who work at Customer's location or at Customer's request, regardless of whether such personnel work, interact, or communicate with FOREMOST in the course of their work. In no event will the untimely installation or non-operation of Customer Facilities relieve Customer of its obligation to pay charges for FOREMOST services during the term of this Agreement.
11. Customer acknowledges that FOREMOST Facilities are dependent upon electricity, and that if FOREMOST services are desired in the event of a general power failure, then Customer is solely responsible for acquiring alternate power sources, such as battery backup, on-site generators, or such other equipment as the Customer elects.
12. Customer acknowledges that FOREMOST provides no security for FOREMOST services, and that if such security is desired by Customer, then Customer must obtain its own or obtain same through a third-party service. FOREMOST may elect to assist in security investigations, but shall not be liable for any inability, failure, or mistake in doing so.
13. Customer acknowledges that the internet consists of multiple third-party networks that are not subject to the control of FOREMOST, and Customer agrees that FOREMOST shall not be responsible for the performance or non-performance of any such networks, nor shall FOREMOST be responsible for any billing or services provided to and from Customer using any such networks. If Customer provides or receives services through third-party networks, Customer shall be solely responsible its use of such networks, any quality of service, including voice, which utilizes such networks, any notifications or approvals required by such networks, and any compliance with any policies of such networks.
14. FOREMOST provides internet service for use with FOREMOST Internet Protocol ("IP") addresses, which are assigned to FOREMOST. No other IP addresses may be used with this service unless approved by FOREMOST. If Customer leaves FOREMOST as their service provider, then Customer will lose use of all FOREMOST IP addresses. FOREMOST has sole discretion over internet routing of these IP addresses and may re-assign these addresses from time to time.

Customer Responsibilities

15. Customer agrees to be liable for all telephone calls made using Customer's FOREMOST service whether the calls were made with or without Customer's permission or knowledge, and whether or not the identity of the caller was known by Customer. In order to mitigate any economic exposure that may be caused by a compromised telephone system, FOREMOST may, at its option, prohibit the Customer's ability to make calls outside the contiguous 48 United States, or other calls subject to high per-minute rates, though any such prohibition shall be removed upon the Customer's written request in a form to be supplied by FOREMOST.
16. Customer further agrees to not supply or use false or misleading caller identification information when using FOREMOST services. In addition, Customer shall not use FOREMOST services in a manner which will result in a high number of incomplete, unanswered, or short duration telephone calls, such as may result from automatic, sequential, or machine dialing services.
17. Customer further agrees to not use FOREMOST services in a manner which violates local, state, national, or international law, regulation, or treaty. FOREMOST may suspend service, or terminate or restrict any transmission over its network if, in its judgment, such actions are reasonably appropriate to avoid violation of applicable law, or if there is a reasonable risk that criminal, civil, or administrative proceedings or investigations based upon the

transmission contents will be instituted against FOREMOST, its affiliated providers, operators, or maintenance or repair contractors (hereinafter the "Providers"). Customer shall defend, indemnify, and hold Providers harmless from any damages resulting from any court, administrative, or agency action, suit, or similar proceeding, whether administrative, civil, or criminal, and whether public or private, which may be brought against Providers for any claims, actual or alleged, arising from Customer's violation of this paragraph.

18. Customer further agrees to be liable for all content transmitted or hosted through Customer's internet services, regardless of whether said transmissions were made with or without Customer's permission or knowledge. Customer shall be solely responsible for securing any necessary authorizations, clearances, or consents with respect to information transmitted over the FOREMOST network.
19. Customer further agrees to not use FOREMOST internet services in any manner which would violate the *Acceptable Use Policy* of FOREMOST, such as spamming, hacking, distributing malicious software, and the unauthorized use of copyrighted material. The *Acceptable Use Policy* is posted online at <http://www.foremosttelecom.com/> and may be modified at any time. Any use in violation of the *Acceptable Use Policy* may be grounds for suspension or termination of FOREMOST service. If the Customer's webpage is hosted on FOREMOST servers and is deemed to be obscene, inappropriate, or disruptive by FOREMOST, then FOREMOST may suspend access to such page until Customer removes or changes the page.

Billing and Payment

20. Billing shall commence upon delivery of service to Customer, provided that such delivery is in substantial compliance with an applicable *Service Order*, regardless of whether Customer delays implementation, disputes delivery, or elects not to use such service. By default, all FOREMOST *Invoices* shall be in electronic form unless the Customer elects, in writing, for paper invoices, for which Customer shall be charged 1% of the total invoiced amount, or \$20.00, whichever is greater.
21. FOREMOST or its billing agent will bill Customer monthly. Usage-sensitive charges, such as long-distance, shall be billed in arrears, while fixed monthly recurring charges, such as specified in an applicable *Service Order*, shall be billed in advance, all in addition to any applicable taxes, fees, surcharges, and usage charges that FOREMOST may collect as required by or under authority from local, state, or federal government, including the TEXAS PUBLIC UTILITY COMMISSION and the FEDERAL COMMUNICATIONS COMMISSION. Customer shall be responsible for all invoiced amounts unless Customer provides FOREMOST with documentation demonstrating a valid exemption. Any amounts mistakenly not credited or billed in any previous billing cycle shall be applied to Customer's account as those amounts are discovered.
22. Payments to FOREMOST must be made by cash, check, wire transfer, or money order payable in United States currency. The parties agree that checks returned for lack of sufficient funds will incur the maximum charge allowed by law.
23. All amounts stated on each monthly invoice are due and payable no later than 15 days from the invoice date (hereinafter the "Due Date"). If Customer fails to make full payment by the Due Date, then Customer may pay the balance within a grace period of 15 days after the Due Date without penalty, but if any balance remains unpaid after the expiration of this grace period, then such unpaid balance shall thereafter accrue interest at the maximum rate allowable by law. Further, the parties agree that FOREMOST will be damaged by any such unpaid balance, and that such damages would be difficult, if not impossible, to calculate with any degree of certainty; therefore, the parties agree that a reasonable estimation of such damages are 10% of the unpaid balance (hereinafter referred to as the "late fee"), and that Customer shall pay such late fee upon being invoiced for same. If any balance remains unpaid for 30 days after the Due Date, then FOREMOST, at its option, shall have the right to suspend or disconnect Customer's service and to terminate this Agreement.
24. Any suspension of services shall not suspend nor negate Customer's continuing obligation to pay for such services in accord with applicable *Service Orders*. In order to restore services, Customer must pay any and all outstanding invoices and a restoration charge equal to 10% of the monthly recurring charges associated with the services to be so restored. If any particular service has been suspended more than once per calendar year, then FOREMOST may first require an advance deposit of up to two months of the monthly recurring charges associated with such service.

25. Regardless of the foregoing, amounts reasonably disputed by Customer (along with any interest and late fees attributable to such amounts) shall not be a basis for suspension or termination of Customer's service as provided above if Customer (i) pays all disputed charges on or before the Due Date, (ii) presents a written statement detailing the dispute, along with appropriate supporting documentation, no later than 10 days after the Due Date, and (iii) negotiates in good faith with FOREMOST for the purpose of resolving such dispute within 30 days after the Due Date. If such dispute is mutually agreed upon and resolved in favor of FOREMOST, then Customer agrees that FOREMOST shall retain the disputed amount. In the event such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and any applicable interest and late fees. If the parties cannot agree as to the resolution of the billing dispute within 30 days after the Due Date, then the parties agree to submit their arguments for mandatory binding arbitration with NORTH TEXAS MEDIATION AND ARBITRATION in Richardson, Texas, no later than 45 days after the Due Date, after which NORTH TEXAS MEDIATION AND ARBITRATION shall assign an arbitrator who shall render a decision no later than 75 days after the Due Date. The parties agree to waive and forego any and all other methods of resolving any billing disputes, and that the party prevailing at arbitration shall be awarded any and all costs related to said arbitration. This right to dispute applies only to services provided to Customer and not to any dispute Customer may have with third parties to this Agreement.
26. If FOREMOST is unable to provide Customer's service in whole or in substantial compliance with any technical specifications set forth in an applicable *Service Order* for any length of time, then Customer may request a pro-rated credit equal to the amount of time in the applicable month that the service was deficient, divided by the total amount of time in such month, and then multiplied by the monthly recurring rate as set forth in the *Service Order* applicable to the service at issue. The parties agree that this credit shall be Customer's sole remedy for deficient service, and waive and forego any and all other methods of resolving such issues. Any dispute as to the amount of such credit shall be resolved in the same manner as a billing dispute.
27. FOREMOST reserves the right to adjust rates for services in response to any rule or law mandated by any government or regulatory agency upon ten days written notice. FOREMOST, at its option, may immediately suspend or terminate services in whole or in part if FOREMOST determines that delivery of a particular service does not comport with any law or regulation, or is commercially impracticable.
28. If any taxes, charges, or impositions are asserted against FOREMOST by any local, state, national, international, public, or quasi-public governmental entity, including any charges levied to support the FEDERAL UNIVERSAL SERVICE FUND, as a result of Customer's use of FOREMOST services, then Customer shall be solely responsible for such taxes, charges, and impositions, and shall indemnify and hold FOREMOST harmless from same.
29. Customer authorizes FOREMOST to obtain credit reports regarding Customer during the term of this Agreement. Should Customer's credit report indicate an unacceptable risk, FOREMOST, at its option, may require a deposit commensurate with Customer's risk profile or decline to implement Customer's *Service Orders*.

Force Majeure

30. If either party's performance of this Agreement or any obligation, other than the obligation to make payments, hereunder is delayed, prevented, restricted, or interfered with by causes beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, power outage, storm, or other similar occurrence including rain, snow, ice, fog, or other atmospheric conditions, or any law, order, regulation, direction, action, or request of any government authority, or any emergencies, insurrections, epidemics, riots, quarantines, wars, acts of terrorism, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, criminal acts, or breaches of enforceable contracts, then the affected party shall be excused from such performance on a day-to-day basis to the extent of such delay, prevention, restriction, or interference. The affected party shall use commercially reasonable efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch when such causes cease.

Warranty

31. FOREMOST warrants that its services shall be provided to Customer substantially in accord with industry standards and any technical specifications set forth individually for each *Service Order*. Further, FOREMOST warrants that it shall use commercially reasonable efforts under the circumstances to remedy any delays, interruptions, omissions,

mistakes, accidents, or errors in its services. The foregoing warranty is the sole and exclusive warranty of services under this Agreement.

ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, ARE HEREBY EXPRESSLY WAIVED, DISCLAIMED, AND DISAVOWED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

32. Customer acknowledges that any representations regarding technical specifications as indicated on an appropriate *Service Order* are approximate and subject to slight variation. Customer further acknowledges that FOREMOST services are subject to interference from components outside of the FOREMOST network, and that FOREMOST can only warrant those specifications as measured on components solely within the FOREMOST network.
33. Customer certifies that no promises, rates, services, or conditions have been represented by FOREMOST other than those specifically described in this Agreement and in any applicable *Service Orders*. Customer further certifies that it has not relied upon FOREMOST to assess Customer's needs and desired results when ordering FOREMOST services.

Limitation of Liability

34. In the event of a claim by Customer for damages, the entire liability of FOREMOST shall not exceed sums actually paid to FOREMOST by Customer during the six (6) months prior to the accrual of such claim. Under no circumstances shall FOREMOST be liable for any indirect, incidental, consequential, punitive, or special damages, including damages for any lost business opportunities, revenue, or profits, even if FOREMOST has been advised of the possibility of such damage or loss.
35. Except as otherwise provided herein, no dispute, claim, action, lawsuit, or proceeding may be brought against FOREMOST by Customer after one year from when such claim arose. Customer acknowledges that this limitation constitutes an express waiver of any rights under any applicable statute of limitations which would otherwise afford additional time for such a claim.

Indemnity

36. Customer agrees to defend, indemnify, and hold FOREMOST, along with its officers, directors, employees, agents, and contractors, harmless from and against any loss, debt, liability, damage, obligation, judgment, or settlement of any kind or nature, known or unknown, liquidated or unliquidated, including without limitation, all reasonable costs and expenses incurred, including attorneys' fees, expert witness fees, forensic accounting fees, and any and all other costs arising out of, resulting from, or based upon any complaint, demand, claim, action, proceeding, or suit, whether actual, pending, or threatened, which alleges an act or omission by the Customer in connection with, related to, or incidental to Customer's use of FOREMOST goods and services or Customer's performance under this Agreement. Customer shall promptly notify FOREMOST in writing when it becomes aware of any circumstances which invoke or may invoke the indemnity obligations set forth herein.

Confidential Information

37. FOREMOST and Customer agree that this Agreement and all documents referenced herein, any invoices for services provided hereunder, and any other materials which are identified as proprietary, confidential, a trade secret, or otherwise subject to limited distribution (hereinafter "Confidential Information") are confidential as between Customer, FOREMOST, and its affiliates, and shall not be disclosed to any other party. However, Customer and FOREMOST agree that Confidential Information may be disclosed as required under applicable law including, without limitation, the payment of taxes and regulatory filings. The parties further agree that this prohibition of the disclosure of Confidential Information shall survive the termination of this Agreement.
38. When Confidential Information is furnished to a receiving party in a tangible form, the disclosing party shall mark such information in a clear and conspicuous manner to indicate to the receiving party that the information is subject to limited distribution. When Confidential Information is furnished orally, the disclosing party shall clearly identify the information as confidential and provide the receiving party with a written memorial of such disclosure within 10 days.

39. The party to whom Confidential Information is disclosed shall have no obligation to preserve the confidential nature of any information which (i) was previously known by such party free of any obligation to keep it confidential, (ii) is or becomes publicly available by means other than unauthorized disclosure, (iii) is developed by or on behalf of such party independent of any information furnished under this Agreement, (iv) is received from a third party whose disclosure does not violate any confidentiality obligation, or (v) is disclosed pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by valid law, regulation, or court order, and notice of not less than 15 days prior to such disclosure is given to the other party, so as to permit the other party time to seek an appropriate protective order or exemption from such requirement or request.
40. The Parties agree that publication of information regarding the parties' relationship may occur through press releases, articles, interviews, marketing materials, online materials, and speeches, provided that both parties agree to same prior to any such publication.

Interpretation, Modification, and Assignment of Agreement

41. This Agreement and any *Service Orders* incorporating this Agreement constitute the complete and exclusive statement of the understanding between the parties and supersede all prior proposals and agreements between the parties, whether oral or written. Should any conflict arise between the terms of this Agreement and any *Service Order*, the terms of this Agreement shall control.
42. The parties intend that words having well-known technical or trade meanings shall be accorded such meaning, unless expressly defined otherwise.
43. In the event any provision of this Agreement conflicts with any statute, rule, tariff, or order of any governmental unit or regulatory body, then, if required by law, such statute, rule, tariff, or order shall control.
44. If one or more provisions contained within this Agreement are determined by a court of law to be invalid, waived, void, or otherwise unenforceable, then the remainder of the Agreement shall not be affected thereby, and shall continue in full force and effect.
45. The failure of either party to enforce any breach of this Agreement shall not constitute a pattern, course of conduct, ratification, or other waiver of such breach, regardless of its duration. Any ratification or waiver of such a breach must be in a writing signed by both the parties.
46. Any addition, deletion, or modification to this Agreement or any *Service Order* shall not be binding on either party unless in writing and signed by both parties.
47. Customer shall not assign or otherwise effect a transfer of control of its rights or obligations under this Agreement without the prior written consent of FOREMOST. Any such assignment or transfer of Customer's rights or obligations without such consent shall entitle FOREMOST to suspend or terminate the services provided hereunder. A transfer of control includes any assignment, merger, or sale of a controlling ownership interest. FOREMOST reserves the right to assign this Agreement at any time.
48. This Agreement shall inure to the benefit of, and shall bind, the heirs and successors of each executing party.

Governing Law and Resolution of Controversies

49. This Agreement is executed in Collin County, Texas, where it shall be governed by the laws of the State of Texas without regard to choice of law principles. The parties agree that any disputes regarding this Agreement that are not otherwise to be resolved per the terms of this Agreement shall be resolved in the Courts of Collin County, Texas. The parties further agree that if either party breaches this clause by filing suit in a venue other than Collin County, then the breaching party shall pay all professional and incidental costs and expenses incurred in seeking or obtaining a transfer of such lawsuit to Collin County.
50. If a proceeding is brought for the enforcement of this Agreement or for any resolution of any alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the

prevailing party shall recover its reasonable attorneys' fees and any other reasonable costs and expenses incurred, including, but not limited to, filing fees, court costs, and expert witness fees, in addition to any other relief to which such party may be entitled.

Contact Information and Notices

51. Customer shall notify FOREMOST in writing of any changes to its name, address, or contact information.
52. All notices or correspondence to be sent to a party pursuant to this Agreement shall be in writing and deemed to be effective upon (i) actual delivery, (ii) three business days after mailing by registered or certified mail, or (iii) on the day when the notice has been sent by email or facsimile if such email or facsimile transmission is confirmed, though any such email or facsimile transmitted after 5:00 PM shall be deemed to have been received on the following business day. The contact information, addresses, telephone numbers, facsimile numbers, and email addresses for the respective parties to give any notice to the other party per the terms of this Agreement shall be:

FOREMOST TELECOMMUNICATIONS

5757 Alpha Road

Suite 110

Dallas, TX 75240

Telephone: (469) 554-4014

Facsimile: (469) 554-4015

Email: contracts@foremosttelecom.com

Attention: Contracts Manager

Telephone: _____

Facsimile: _____

Email: _____

Attention: _____

53. The signatories below represent and warrant that they are authorized by their respective organizations, as applicable, to enter into this Agreement.
54. This Agreement may be executed in counterparts. The parties agree that a copy of this Agreement with separate counterpart original, facsimile, or electronic signatures for each party shall have the same force and effect as an original Agreement containing original signatures for each party.

Certain services described herein are provided under authority granted to FOREMOST TELECOMMUNICATIONS by the Texas Public Utility Commission.

IN WITNESS WHEREOF, the parties hereto have closely read this Agreement, agree to all of its terms, and have executed this Agreement as of the day and year indicated below:

FOREMOST TELECOMMUNICATIONS:

Customer:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

Foremost Support and Escalation

Main Numbers:

956-507-4400	(Rio Grande Valley)
469-554-4400	(Dallas)
361-929-4400	(Corpus Christi)
956-284-4400	(Laredo)
210-239-4400	(San Antonio)

Tier I

Call your preferred number listed above and follow the prompts to reach a member of the Customer Service and Support Team in order to report trouble. Please have the following information available:

- Description of the problem
- Locations affected and access hours
- Local Contacts
- Telephone numbers (wireless numbers please)

Make sure to receive a ticket reference number; this number allows us to quickly look up the progress on resolving your trouble should you call again. You can also send the above information to support@foremost.tel and you will receive a ticket number via email or a return telephone call.

If this is an emergency and you do not get a quick response you can also call our emergency outage number which is 1-800-503-4672 and give the operator the above information.

Tier II

After two or more hours from initial contact, if you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier II. Call the same number listed above, and after the prompt dial the extension below.

Christopher Eastin
Ext 4481 or 956-867-2433 (cell)
eastin@foremost.tel

Tier III

If after four hours from initial contact, you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier III.

Carl Lerman
Ext 4482 or 903-219-7120 (cell)
lerman@foremost.tel

Tier IV

If after eight hours from initial contact, you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier IV.

Larry Halcomb
Ext 4408 or 469-444-4252 (cell)
halcomb@foremost.tel



FOREMOST SERVICES PORT AVAILABILITY SERVICE LEVEL AGREEMENT ("SLA") PERFORMANCE GUARANTEE

This SLA provides a guarantee of the percentage of time a network Port is available for Customers use.

1. COMMITTED PORT AVAILABILITY.

Foremost will maintain the following monthly Port availability, as applicable, or Foremost will provide Customer with the remedies described in Section 3.

(A) End-to-End Port Availability.

- (1) Foremost-Provided Dedicated Local Access. Foremost will maintain 99.9% or greater end-to-end Port availability ("Committed Port Availability") for each Port that utilizes Foremost-provided dedicated local access.

(B) POP-to-POP Port Availability

Foremost will maintain 100% percent POP-to-POP Port Availability ("Committed Port Availability") for each Port that utilizes Customer-provided local access and traverses POP-to-POP.

2. PORT AVAILABILITY CALCULATION

2.1 Calculation. Port availability is calculated monthly as follows:

$$\frac{(24 \text{ Hours} \times \text{Days in Month}) - \text{Port Outage Time (hours)}}{(24 \text{ Hours} \times \text{Days in Month})} = \text{Port Availability}$$

2.2 Components Included in Port Availability. Port availability is calculated based on the performance of:

- (A) Foremost-provided local access facilities; and
(B) Foremost network components

2.3 Outage Time. Excluding outages caused by the factors listed below, outage time ("Outage Time") is the total time in a month that a Customer's Port is unable to transmit or receive. Outage Time is measured from the time Foremost opens a trouble ticket to the time a problem is repaired. Outage Time does not include outages of less than five minutes duration, or time attributed to Customer's delay in responding to Foremost's requests for assistance or access in order to repair an outage. Outage Time will not include outages caused by:

- (A) failure of any component not included in subsection 2.2 above;
- (B) failure of Customer-provided local access facilities used to access the Foremost Network;
- (C) scheduled maintenance from 12:00 A.M. – 6:00 A.M., Local time;
- (D) failure of any components that Foremost cannot correct because Customer is inaccessible;
- (E) troubles resolved as “No Trouble Found”;
- (H) Customer’s negligence or willful misconduct or the negligence or willful misconduct of others authorized by Customer to use the Services;
- (I) force majeure events;

3. PORT AVAILABILITY REMEDY

If Customer believes that Foremost has failed to meet its Committed Port Availability, Customer must contact its Foremost Account Manager. Upon Foremost’s verification that the actual Port availability is below the Committed Port Availability, Foremost will issue a service credit (“Service Credit”) to Customer. The Service Credit will equal the applicable amount from the table below. Service Credits will not exceed the limits in Section 4.

<u>Total Monthly Outage Time</u>	<u>Service Credit*</u>
Less than or equal to 4 hours	1-Days Service Credit
Greater than 4 hours	1-Days Service Credit plus 1-Day Service Credit for each four hours of Outage Time in excess of four hours

* 1-Day Service Credit is equal to 1/30 of the monthly recurring charge for the affected Port in the applicable month. N-Days Service Credit is equal to 1-Day Service Credit multiplied by N, where N is the number of Days of Service Credit.

4. MAXIMUM SERVICE CREDITS.

- 4.1 Monthly Service Credit. Service Credits issued in any month for a Port under this SLA will not exceed the monthly recurring charges for the affected Port.
- 4.2 Yearly Service Credit. The combined cumulative total of Service Credits issued during a Contract Year under this SLA will not exceed 20% of Customer’s total Services invoiced during that Contract Year.



Pharr



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REQUEST FOR PROPOSALS

Formal Sealed Proposals addressed to Mr. Edward Wylie, Interim City Manager, City of Pharr, will be received **“electronically”** and in **“hard-copy”** format on **October 26, 2021 at 3:00 p.m.** at the Purchasing Department (2nd floor) of Pharr City Hall, at which time they will be taken to the City Commission Room and publicly opened **and the names of company(ies) responding shall be announced.** All **“electronic”** proposal submittals must be uploaded on the City of Pharr’s bidding portal <https://pharr.procureware.com>. “Hard-copy” proposals must be in the City of Pharr’s possession on or before the aforementioned date and time (No late proposals will be accepted.) Typed Award Tabulation of the respondents shall be posted on our portal.)

RFP – DIRECT INTERNET ACCESS SERVICE

Respondents receiving a **“NOTICE TO RESPONDENTS”** and/or **“REQUEST FOR PROPOSALS”** notice via e-mail, fax, or reading same in the newspaper are advised that they shall be required to go online to our Bidding Portal: <https://pharr.procureware.com> to obtain solicitation documents. Proposals are to be submitted in both **“electronic and hard-copy”** form. Any and all related Addendums issued shall be posted on our Bidding Portal.

Potential Respondents are asked to post their questions on our bidding portal under the tab labeled “Questions/Clarifications” under the relative project number.

The City of Pharr reserves the right to refuse and reject any or all proposals, to waive any or all formalities, or technicalities, and to accept the proposal to be the best and most advantageous to the City and hold the proposals for a period of ninety **(90)** days without taking action.

Hand-deliver PROPOSALS: 118 S. Cage Blvd, Purchasing Department (2nd Floor)
If using Land Courier (i.e., FedEx, UPS): 118 S. Cage Blvd, Purchasing Department (2nd Floor)
Pharr, Texas 78577
Mail PROPOSALS: P.O. Box 1729, Pharr, TX 78577
Electronic PROPOSALS: <https://pharr.procureware.com>

The contents of the proposals shall be kept confidential until the City Commission meeting. Please label any trade secrets or confidential information to avoid public disclosure. Proposal negotiations may be necessary with the proposer presenting the most advantageous proposal.

A Pre-proposal non-mandatory conference will be held **October 12, 2021 at 10:00 a.m.** via web conferencing. All prospective respondents are encouraged to be in attendance. Meeting log in details will be issued out via Addendum No. 1

Envelopes must be clearly marked: **Project No. 2021-01-510-S018-001B**
RFP – DIRECT INTERNET ACCESS SERVICES

INSTRUCTIONS TO RESPONDENTS

1) DEVIATION FROM SOLICITATION/REQUIREMENTS

Please read your solicitation thoroughly and be sure that the **PROPOSAL** offered comply(ies) with all requirements. Any variation from the solicitation must be clearly outlined covered by a letter attached to and made a part of your proposal response. If no exceptions are noted, and you are the successful respondent, it will be required that the **SERVICES** be provided as specified.

2) PURPOSE

The purpose of these solicitation documents is to contract with a Direct Internet Access Service provider.

3) SUBMITTAL OF PROPOSAL

Submittal of an **"Electronic Proposal"** as well as a **"Hard-Copy Proposal"** shall be submitted in accordance with the solicitation documents attached hereto. Hard-Copy Proposals shall be submitted in sealed envelopes upon the blank form of proposal attached hereto. **Each proposal must be completely filled out and SUBMITTED IN ORIGINAL FORM with two (2) Copies.** (marked "ORIGINAL," "COPY 1," and "COPY 2" complete with all supporting documentation). Proposals submitted by facsimile (fax) or via e-mail will NOT be accepted. Submittal of a response to this solicitation constitutes an offer by the Respondent and if accepted by the City forms a binding contract. Once submitted **PROPOSALS**, become the property of the City of Pharr and as such the City reserves the right to use any ideas contained in any proposal regardless of whether that respondent/firm is selected. Submission of a 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 **PROPOSAL RESPONSE** submitted and confirmed in the contract between the City and the successful respondent otherwise. Proposals which do not comply with these solicitation requirements may be rejected at the option of the City. **"Electronic Proposal" submittals MUST be submitted electronically via the City's Bidding Portal.**

Envelopes must be clearly marked: **Project No. 2021-01-510-S018-001B**

RFP-DIRECT INTERNET ACCESS SERVICES

Hand-deliver PROPOSALS: 118 S. Cage Blvd, Purchasing Department (2nd Floor)
If using Land Courier (i.e., FedEx, UPS): 118 S. Cage Blvd, Purchasing Department (2nd Floor)
Pharr, Texas 78577
Mail PROPOSALS: P.O. Box 1729, Pharr, TX 78577
Electronic PROPOSALS: <https://pharr.procureware.com>

SEALED PROPOSALS: Respondents are advised that a formal **Sealed Proposal (hard copy)** submittal is required. Respondents must **attach a printed copy of their proposal prices (Proposal form with signature page(s)).**

INSTRUCTIONS TO RESPONDENTS Continued:

ELECTRONIC PROPOSAL SUBMITTAL: Respondents must go online to the City's Bidding Portal <https://pharr.procureware.com> to submit their proposal prices. Respondents are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, please follow the steps below to enter your electronic proposal response:

- a. Click on the **Bids** label located on the left-hand side of the page.
- b. Find the applicable project and click the **Project Number** reflected in blue color.
- c. On the **ReadytoBid** tab
- d. On the **Questions** tab, upload required (scanned) documents by selecting **Browse**
- e. Click on the **EnterPricing** tab and enter Unit Prices for each item being proposed. The Comment field can be filled in if available. Don't forget to **Save** your information.
- f. Once the **Questions** & **EnterPricing** tabs have been completed and saved. The Submit Bid button will become available. (keep a copy of your proposal pricing to include in your hard-copy submittal and electronic upload)
- g. Click on Submit Bid review the terms & agreements which will appear as a Pop-up Window.
- h. Click on I Accept and Submit this Bid button the "Incomplete" Status will be updated. (Please be sure to print your bid prices as inputted in Procureware and attach your hard copy bid).

***If you need to remove your proposal Click on the **Withdraw Bid** button reflected in red. You may re-submit your proposal at any time up to the published closing date & time. If you require any assistance, please contact the Purchasing Department.

The City may consider non-responsive any proposal not prepared and submitted in accordance with the provisions herein and may waive any formalities and/or technicalities or reject any and all proposals. The City of Pharr 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 considered the best and most advantageous to the City

4) TEXAS GOVERNMENT CODE CHAPTER 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED

In accordance with Chapter 2252.152 of the Texas Government Code, Respondent is to acknowledge that (a) Respondent does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Respondent is not listed by the Texas Comptroller as a terrorist organization.

INSTRUCTIONS TO RESPONDENTS Continued:

5) TEXAS GOVERNMENT CODE CHAPTER 2270 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

"In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

Sample Wording: "Respondent _____ hereby Acknowledges the Prohibition of Contracts with Foreign Terrorist Organizations and with the Boycotting of Israel. The signatory executing this contract on behalf of company hereby verifies that the company is not on the

Texas Comptroller's list of terrorist organization's is not engaged in business with Iran, Sudan or any foreign terrorist organization and will not boycott Israel throughout the term of this contract." (to be submitted on company letterhead with authorized signor(s) signature(s))

6) PREPARATION OF PROPOSAL

Proposal MUST give full firm name and address of respondent and be signed. Failure to do so will disqualify your proposal. Person signing the proposal 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. Firm name must match W-9. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal 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 proposal. 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.

7) ALTERATIONS/AMENDMENTS TO PROPOSAL

Proposals CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Pharr.

8) TIME ALLOWED FOR ACTION TAKEN

The City may hold the proposals received for up to ninety **(90)** days after proposal opening without taking action. Respondents shall be required to hold their proposals firm for the same period of time.

INSTRUCTIONS TO RESPONDENTS Continued:

9) RIGHT TO REJECT/AWARD

The City of Pharr reserves the right to reject any or all proposals, 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 Pharr in accordance with the evaluation criteria contained in the RFP. The City of Pharr's decision shall be final.

10) COST FOR PREPARATION OF PROPOSAL

The City of Pharr shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a proposal or for any work and/or presentations performed prior, during, or after execution of contract.

11) PROPOSAL FORMS

Respondents are advised that it shall be a mandatory requirement of this project that all Respondents shall submit their Proposal utilizing the form(s) on our Bidding Portal. Respondents must submit a complete hard-copy formal sealed proposal with all support information and an "electronic" proposal submittal.

12) ASSIGNMENT

Neither the Respondents contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Pharr.

13) RESPONDENTS QUALIFICATIONS

The City of Pharr may make such investigations as it deems necessary to determine the ability of the respondent to perform the services, and the respondent shall furnish to the City of Pharr all such information and data for this purpose as the City of Pharr may request. The City of Pharr reserves the right to reject any proposal if the evidence submitted by, or investigation of, such respondent fails to satisfy the City of Pharr that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

14) INTERPRETATIONS

Any questions concerning the terms & conditions and/or specification requirements with regards to this solicitation shall be posted on the bidding portal as indicated in the Notice to Respondents. Such interpretations, which may affect the eventual outcome of this solicitation, 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 Pharr in accordance with paragraph titled "Addenda" below.

15) ADDENDA

Respondent shall carefully examine the proposal forms, solicitation documents, and instructions to respondents. Should the respondent find discrepancies in, or omissions from proposal forms, solicitation documents, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Director via the

INSTRUCTIONS TO RESPONDENTS Continued:

ADDENDA CONTINUED:

bidding portal at <https://pharr.procureware.com> and obtain clarification by addendum prior to submitting their proposal response. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract solicitation documents. Said Addenda shall be e-mailed and/or faxed to all prospective Respondents. All Addenda issued in respect to this project shall be considered official changes to the original solicitation 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, potential respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Proposal Submittal. Respondent's signature on Addenda shall be interpreted as their recognition and compliance to official changes as outlined by the City of Pharr and as such are made part of the original solicitation documents. Failure of any respondent to receive such addendum or interpretation shall not relieve Respondent from its' terms and requirements. Addendums are available online at <https://pharr.procureware.com>.

16) STATUTORY REQUIREMENTS

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 services 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.

17) VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of the item, material, and/or services of this contract for whatever reason shall be considered a breach of contract and the City will immediately sever the contract with the vendor.

18) OMISSIONS

At the time of the opening of the proposals, each respondent will be presumed to have read and be thoroughly familiar with the requirements of the request for proposal. The failure or omission of any respondent to examine any form, instrument or contract document shall in no way relieve any respondent from any obligation in respect to their proposal.

19) PAST PERFORMANCE

Respondents are advised that past performance as it relates to product(s) and/or service(s) on Purchase/Service/Supply Contracts previously held with the City of Pharr shall be a factor in the evaluation and award of Contract. Respondents that have not complied with their obligation(s) to the City of Pharr on previous projects will not be considered for award of this proposal. The City's position on this matter shall be final.

INSTRUCTIONS TO RESPONDENTS Continued:

20) HUB CERTIFICATION

State Certified “**HUB Vendor(s)**” are asked to provide a copy of their certification, if they have not previously done so. Information to be emailed to the following email address: bids@pharr-tx.gov.

21) CONFIDENTIAL INFORMATION

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. All data and information submitted by the Respondent in response to this RFQ shall become public information, as provided by the Texas Open Records Act, Texas Government Code Sections 552.001 - 552.026. The City does not assume responsibility for asserting legal arguments for confidentiality on behalf of the Respondent.

22) RIGHT TO AUDIT

The City of Pharr reserves the right to audit the respondent’s books and records relating to the performance of this contract. The City of Pharr, 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.

23) JURISDICTION

Purchase/Service/Supply 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.

24) VENUE

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.

25) LITIGATION

Be advised that any Respondent that is involved in any litigation with the City of Pharr will not be considered for award of this Service/Supply/Purchase Contract.

26) ANTI-LOBBYING PROVISION

During the period between proposal submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote, verbal or written, their proposal with any member of the City Commission, Bridge Board members directly or indirectly through others, seek to influence any City Council member, City staff, or City’s Contractor(s) regarding any matters pertaining to

INSTRUCTIONS TO RESPONDENTS Continued:

ANTI-LOBBYING PROVISION CONTINUED:

this solicitation, except as herein provided. If a representative of any Respondent violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this solicitation. Violation of this provision may result in the rejection of the proposal, except in the course of City-sponsored inquiries, briefings, interviews, or presentations.

27) DISCLAIMER

While all precautions have been taken to ensure that files on this page will not interfere with or cause damage to your system or its existing data, City of Pharr accepts no responsibility for damages that may be caused by these files and makes no other warranty or representation, neither expressed nor implied, with respect to these files. These files are provided "as is" and you, the user, assume the entire risk when you use them.

28) WAIVER

Due to the electronic transmissions, the City of Pharr does not guarantee, nor will it be liable for the accuracy of what is read or what is downloaded.

29) LIMITATION OF LIABILITY

Vendors that use the services/lease available through this webpage agree that the City of Pharr shall not be liable for any loss of profits, loss of time, interruption of business, or indirect, special, incidental, or consequential damages of any kind whether under this agreement or otherwise due to your use of this system.

30) SEVERABILITY CLAUSE

If any portion of this solicitation document, contract, and/or agreement shall, for any reason, be declared invalid, such invalidity shall not affect the remaining provisions thereof.

31) CONFLICT OF INTEREST

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 Pharr 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 go to the Texas Ethics Commission web page at 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.

INSTRUCTIONS TO RESPONDENTS Continued:

32) HOUSE BILL (H.B.) 1295 – “DISCLOSURE OF INTERESTED PARTIES”

In 2015, the Texas Legislature adopted House Bill 1295 (H.B. 1295) has been revised.
Portions of the text of subsection as amended by Acts 2017, 85th R.S., Ch. 526 (SB 255).

(Changes identified by italicized text apply only to a contract entered into or amended on or after January 1, 2018).

Sec. 2252.908. DISCLOSURE OF INTERESTED PARTIES

(a) In this section:

- (1) “Business entity” means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
- (2) “Governmental entity” means a municipality, county, public school district, or special-purpose district or authority.
- (3) “Interested party” means a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- (4) “State agency” means a board, commission, office, department, or other agency in the executive, judicial, or legislative branch of state government. The term includes an institution of higher education as defined by Section [61.003](#), Education Code.

(b) This section applies only to a contract of a governmental entity or state agency that:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

(c) *Notwithstanding Subsection (b), this section does not apply to:*

- (1) *a sponsored research contract of an institution of higher education;*
- (2) *an interagency contract of a state agency or an institution of higher education;*
- (3) *a contract related to health and human services if:*
 - (A) *the value of the contract cannot be determined at the time the contract is executed; and*
 - (B) *any qualified vendor is eligible for the contract;*
- (4) *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- (5) *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- (6) *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

32) HOUSE BILL (H.B.) 1295 – “DISCLOSURE OF INTERESTED PARTIES” Continued:

- (e) *The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:*

- “My name is _____, my
date of birth is _____, and my address is _____,
(Street)
_____, _____,
(City) (State) (Zip Code) (Country).

I declare under penalty of perjury that the foregoing is true and correct.
Executed in _____ County, State of _____, on the _____ day
of _____, _____.
(Month) (Year)

(f) Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties required under this section, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission.

- (g) The Texas Ethics Commission shall adopt rules necessary to implement this section, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's Internet website.

*Added by Acts 2015, 84th Leg., R.S., Ch. 1024 (H.B. 1295), Sec. 3, eff. September 1, 2015.
Amended by Acts 2017, 85th Leg., R.S., Ch. 526 (SB 255, Sec. 5, eff. September 1, 2017).*

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

INSTRUCTIONS TO RESPONDENTS Continued:

32) HOUSE BILL (H.B.) 1295 - "DISCLOSURE OF INTERESTED PARTIES" Continued:

As a business entity under this law, it is your firm's responsibility to comply with all disclosure laws including Chapter 2252. The City of Pharr as the governmental entity must ensure compliance of the same.

Note: You will be required to register and create an account. Once registered, you will receive an email containing a password setup link. Click on the link to set your password. After you have established an account, you will use your email address, password, and user type (Business Entity) to log in to the filing application to enter the required information on Form 1295. Print a copy of the completed form which includes a unique certification of filing number assigned by the application. The completed Form 1295 with an "unsworn declaration" certification with signature must be submitted at the time the signed contract is submitted to the City of Pharr. Failure to comply may result in contract revocation and award to the next compliant contractor/vendor.

CITY OF PHARR
RFP – DIRECT INTERNET ACCESS SERVICES
REQUIREMENTS

PROJECT NO. 2021-01-510-S018-001B

PROPOSAL OPENING: OCTOBER 26, 2021 AT 3:00 P.M.

I. GENERAL BACKGROUND

The City of Pharr, TX (CoP) is soliciting firms through this Request for Proposals to conduct Direct Internet Access (DIA) to serve their fiber-to-the-user broadband system. The following services are required:

SCOPE OF SERVICES

1. Two dual-homed or multi-homed DIA services with facility-diversity of:
 - a. The physical transport routes from the DIA gateways to the customer locations
 - b. If dual-homed, the DIA gateway line card and port
 - c. Tier 1 DIA providers are preferred
 2. Port bandwidths of 40 Gbps and 100 Gbps committed rate with bursting capability
 3. Facility and port capability for 40 Gbps and 100 Gbps without network augmentation
 4. Cross-connects from DIA port to transport provider, if applicable
 5. Contiguous IPv4 block assignment from at least one proposed DIA provider of /22 size
 6. Re-assignment by SWIP of the IP block to CoP
 7. BGP peering and route advertisement of assigned IPv4 address blocks by both DIA providers
 8. 24x7x365 technical support
 9. 36-month and 60-month term pricing for all specified port bandwidths and service requirements
 10. Optional: acquisition of a /22 IPv4 block allocation through an ARIN transfer to CoP
- The DIA services will be delivered to the following locations (one service per site):

Primary location: 100 W Ferguson, Pharr, TX 78577

Secondary location: 9900 S Cage Blvd Pharr, TX 78577

The service must be constructed, provisioned, and available for use no later than thirty (30) days from award of contract. Qualified responses from DIA providers, resellers, and aggregators will be accepted, and must include the following detail and documentation. All pricing must be entered in the associated spreadsheet labeled “**CoP DIA RFP Pricing**”.

1. 36-month and 60-month term pricing for all specified DIA bandwidths and per-Mb burst rates
2. All ancillary service charges such as IP addresses, cross-connects, SWIP charges, etc.
3. Projected taxes, surcharges, and fees (Customer is tax exempt)

SCOPE OF SERVICES CONTINUED:

4. High level network diagram showing routes and diversity from DIA gateways to customer meet
5. Identification of any points of potential failure/impairment of service performance or redundancy
6. Documentation describing proposed DIA providers' interconnectedness and coverage
7. Typical response times for 24x7x365 service impairments and outages
8. A reference of similar project requirements, including name, address, and phone #.
9. The point of presence (POP) they are operating from (and upstream provider).
10. What is their current ranking and ranking for the last five years?
11. Are they using a tier 1 provider, if so, who is the tier 1/2 provider, and what are that provider's current ranking and ranking for the last five years?
12. Provide max transport capacity available at locations.

The City of Pharr is a municipal entity, and a subdivision of the state of Texas, and as such is bound by political and legislative action outside of their control. Therefore, respondents must agree to and allow for early termination of DIA services without penalty, aside from the recovery of any pre-disclosed capital investment by the respondent to provide the service, in the event legislative changes adversely affect their ability to use the service to serve retail subscribers.

II. Project Calendar

Anticipated Event Dates:

Request to Advertise:	September 20, 2021
RFP first posting:	October 6, 2021
RFP second posting:	October 13, 2021
Non-mandatory Pre-RFP Online Meeting:	October 12, 2021 at 10 AM
RFP Questions Submitted by:	October 15, 2021 at 5 PM
Answers to RFP questions published by:	October 18, 2021 at 5pm CST
Proposals Due	October 26, 2021 at 3 PM CST
Approve for Contract no later than	November 1, 2021 at 3 PM
Contract finalized no later than	November 8, 2021 at 5:00 PM
Selected firm begins work no later than:	7 calendar days from contract date
Service test and turn-up no later than:	30 calendar days from date of contract

III. Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Pharr City Council.

Evaluation criteria:

A) Qualifications and Experience (**40 Points**). Quality of response and Respondent experience in IP services. **Attachment A.**

B) Rates and Expenses (**30 Points**): (Rates and Expenses not specified will not be considered) **Attachment B.**

C) References- Three (3) Please provide Company name, contact name, address, phone number and email. (**20 Points**) **Attachment C.**

D) Additional Services. Geographic coverage and connectedness of Respondent's proposed DIA service and/or providers, creativity and value engineering of proposed solution. (**10 Points**) **Attachment D.**

IV. Award of Contract

Submission and award of contract shall be based on the "Terms and Conditions of the Request for Proposals" which is attached and make part of these specifications. This contract will be **awarded** to the respondent or respondent (s) that provides the **best value** to the City of Pharr and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

In determining the **best value** for the City of Pharr the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Section	Criteria	Weighted %
I	Qualifications and Experience	40%
II	Rates and Expenses	30%
III	References	20%
IV	Coverage, Connectedness, Creativity and Value	10%

Rating of Definitions for 10 points Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable
5	Average to Poor	

6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all
10	Excellent	Exceeds all required criteria and provides additional

V. Competitive Negotiation

The City retains the right to negotiate the final internet service/purchasing agreement(s) regarding price, covenants, terms and conditions, to be presented to the City Council of the City of Pharr for approval, with one or more of the apparent most responsive respondents as solely determined by the City.

The City reserves the right to request clarification, to conduct discussions with respondents, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of proposals or discussions.

VI. Best and Final Offer

The City may issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of the BAFO. BAFOs shall be requested only once, unless the Director makes a written determination that it is advantageous to the City to conduct further discussions or change its requirements. The request for a BAFO shall inform proposers that if they do not submit a notice of withdrawal or a BAFO, their immediate previous offer will be construed as their Best and Final Offer.

VII. Award of Internet Services/Purchase Agreement(s)

Subject to the City Council approval, award will be made to the proposer whose proposal has been deemed most advantageous to the City in accordance with the evaluation criteria contained in the RFP.

VIII. Contract Term and Termination

Contract Term for this Service Contract shall be for a period of one (1) year commencing on the date of award and ending one (1) year thereafter. The City of Pharr reserves the right to extend this Service Contract for four (4) additional years in 1- year increments, if the performance of the successful bidder/contractor remains satisfactory and their unit price(s) remain firm.

CITY OF PHARR
AUTHORIZATION TO SUBMIT PROPOSAL AND
REQUIRED CERTIFICATIONS

PROJECT NO. 2021-01-510-S018-001B

PROPOSAL OPENING: October 26, 2021 AT 3:00 P.M.

By signing below, the Proposer hereby certifies that:

- They have read, understand, and agree that acceptance by the City of the Proposer's offer by the issuance of an agreement which will create a binding contract;
- They agree to fully comply with all terms and conditions as set forth in the agreement, and amendments thereto, together with the solicitation documents, and other forms contained herewith.;

The person signing the Proposal certifies that he/she is the person in the firm's organization responsible for, or authorized to make decisions regarding the proposal, prices, covenants, terms and conditions quoted.

The Respondent is a corporation or other legal entity.

No attempt has been made or will be made by the Proposer to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

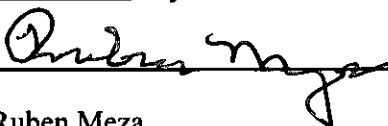
 X All amendments to this RFP issued by the City have been received by the person/organization below. All amendments are signed and returned with the Proposal.

 No amendments have been received.

The price, covenants, terms and conditions in this Proposal are valid for ninety (90) days from the date of submission.

Respectfully submitted this 26th day of October , 2021.

AUTHORIZED SIGNOR:



TYPE/PRINT NAME:

 Ruben Meza

TITLE:

 Senior Account Manager

FEDERAL TAX ID:

 75-2299731

LEGAL COMPANY NAME:

 Foremost Telecommunications Corporation

ADDRESS:

 5757 Alpha Rd., Suite 110

 (Street)

 Dallas, TX 75240

 (City, State, Zip Code)

TELEPHONE NO.

 956-507-4403

E-MAIL:

 ruben.meza@foremost.tel

Attachment A

Qualifications & Experience To be submitted with Respondent's Proposal

Please describe your governmental experience and capabilities for other clients for similar work

Foremost has extensive experience in providing services to schools, public utilities, cities, and
other state entities. In addition to bids independently released by such entities, Foremost has participated in the
E-RATE program since its first cycle, completing projects such as many-user VoIP/Hosted PBX
services, high-bandwidth Dedicated Internet Access over fiber via our personal infrastructure network,
and District-wide WAN network design and implementation for both lit and dark fiber solutions.
Foremost's experience working with government projects of similar scope makes us more than
qualified for the City of Pharr's project as described in its RFP.

Attachment B

Compensation Schedule To be submitted with Respondent's Proposal

Percentage of DIA RFP pricing form:

Number / Items Description	Unit Cost
1) 40G / 36 MONTHS	\$ 10,995.00
2) 40G / 60 MONTHS	\$ 9,895.00
3) 100G / 36 MONTHS	\$ 24,995.00
4) 100G / 60 MONTHS	\$ 22,695.00
5) ANCILLARY SERVICE CHARGES (IF ANY)	/24 included with service
5.1) ANY CHARGE FEE	\$ N/a
5.2) ANY CHARGE FEE	\$ N/a
5.3) ANY CHARGE FEE	\$ N/a
6) CONSTRUCTION DAYS	Within the required timeframe
7) PROJECTED SURCHARGES & FEES	\$ 3.02 (MROW for the City)
ADDITIONAL INFORMATION	
8) MAXIMUM TRANSPORT CAPACITY	100 x 100 Gbps without augment
9) HIGH LEVEL NETWORK DIAGRAM (PLEASE ATTACH)	Included with Proposal.
10) IDENTIFICATION OF ANY POINTS OF POTENTIAL FAILURE (PLEASE ATTACH INFORMATION)	See Section Response.
11) DOCUMENTATION DESCRIBING PROPOSED DIA PROVIDERS' INTERCONNECTEDNESS AND COVERAGE (PLEASE ATTACH INFORMATION)	See Capabilities document and Network Diagram.
12) TYPICAL RESPONSE TIMES FOR 24 X 7 X 365 SERVICE IMPAIRMENTS AND OUTAGES	See Section Response.
13) WHAT IS YOUR CURRENT RANKING FOR THE LAST 5 YEARS?	See Section Response.
14) IF USING A TIER 1 PROVIDER, IF SO, WHO IS THE TIER 1 / 2 PROVIDER	See Section Response.

Additional bandwidth options:

80Gbps(2x40Gbps provided via redundant hardware)/36 months: \$19,995.00

80Gbps(2x40Gbps provided via redundant hardware)/60 months: \$17,995.00

Bursting rate for 40 and 80 Gbps circuits will be billed at a rate of \$0.35 per Mbps.

Note: Handoff in all cases is 100Gbps.

Attachment C

References to be submitted with Respondent's Proposal

References

Provide three (3) references, that respondent has provided similar services to within the past three years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/CompanyName: Laredo I.S.D.

Contact Name: Ambrosio Gomez III

Address: 1702 Houston St. City: Laredo State: TX Zip 78040

Telephone No. 956-273-1301

Email: agomez@laredoisd.org Date and Type of Service(s) Provided: Telephone services, 20 x 20 Gbps DIA and Fiber WAN District-wide, 2012 - Ongoing

Reference No. 2:

Firm/CompanyName: Brownsville I.S.D.

Contact Name: Todd Nichols

Address: 1900 Price Rd. City: Brownsville I.S.D. State: TX Zip 78521

Telephone No. 956-554-2702

Email: todda@bisd.us Date and Type of Service(s) Provided: Telephone Services, 5 x 5 Gbps DIA and Fiber WAN District-wide, 2006 - Ongoing

Reference No. 3:

Firm/CompanyName: Corpus Christi I.S.D.

Contact Name: Charlie Saldivar

Address: 801 Leopard St. City: Corpus Christi State: TX Zip 78403

Telephone No. 361-695-7350

Email: charlie.saldivar@ccisd.us Date and Type of Service(s) Provided: Telephone Services, 2014 10 x 10 Gbps Dedicated Internet Access, 2018 - Ongoing

Attachment D

Additional Services

Geographic coverage and connectedness of Respondent's proposed DIA service and/or providers, creativity and value engineering of proposed solution

To be submitted with Respondent's Proposal

Please describe your ability to provide additional services beyond the minimum specifications

Foremost will include at no cost a dark fiber point-to-point between the City's two internet POPs.

Other than the services proposed by the City of Pharr in this RFP, Foremost is capable of providing

many additional services beyond the minimal specification of this RFP. Through the DIA connections

provided to the City of Pharr, Foremost can implement Voice/Hosted PBX solutions for the City,

offering a managed VoIP product for city-wide traffic. Over this fiber, Foremost can provide any

kind of Voice service, whether it's analog/traditional, PRI, SIP or VoIP based.

A Wide-Area Network could also be designed and Constructed for the City, which would be

supported by Foremost's resilient and reliable Rio Grande Valley Fiber Ring.

Additional Dedicated Internet Access circuits can also be implemented through these means.

Foremost also provides proactive circuit monitoring that activates automatic alarms whenever a circuit

is detected as non-functioning, offered as a value-added service.

Foremost Support is also available 24x7x365 in order to maintain the services provided to

the City of Pharr.

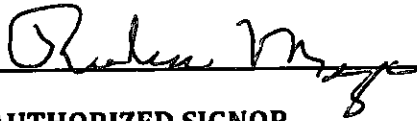
Please see the Foremost Capabilities document included with this proposal for information on our Fiber Network's geographic coverage relevant to this RFP and our upstream providers.

CITY OF PHARR
RFP – DIRECT INTERNET ACCESS SERVICES
GENERAL CONDITIONS AND AGREEMENT

1. Vendor proposes and offers to supply the City of Pharr with **ITEM DESCRIPTION** (Circle one or all) for a period commencing on the date of award of the Service Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for four (4) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remains unchanged.**
2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "RFP Form(s)".
3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of **ITEM(S)** and the transferring of same into the City's designated area(s).
4. It shall be the responsibility of the vendor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance required by Federal and/or State law.
5. Neither the vendor nor his/her employees engaged in the delivery of **ITEM(S)** to the City's designated area(s) 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's delivery personnel. The City shall have the right of inspection of any and all **ITEM(S)** at any and all delivery points, before & after the actual delivery of **ITEM(S)**.
6. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced.
7. The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the **ITEM(S)** being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.
8. This is a bid and offer by vendor to the City of Pharr and shall not be binding upon the City unless accepted and signed by Mr. Ed Wylie, Interim City Manager, City of Pharr.

CITY OF PHARR
RFP - DIRECT INTERNET ACCESS SERVICES
CONTRACT GENERAL CONDITIONS AND AGREEMENT Continued:

Accepted this 26th day of October, 2021



AUTHORIZED SIGNOR

Ruben Meza

TYPE/PRINT NAME

Senior Account Meza

TITLE

Foremost Telecommunications Corporation

LEGAL COMPANY NAME

CITY OF PHARR

OWNER

ED WYLIE,
INTERIM CITY MANAGER

WITNESS

APPROVED AS TO FORM:

PATRICIA RIGNEY, CITY ATTORNEY



DIRECT INTERNET ACCESS SERVICE

PROJECT NO. 2021-01-510-S018-001B

BID OPENING DATE: October 26, 2021 AT 3:00 P.M.

ADDENDUM NO. 1

Prospective respondents are advised that for purposes of this project, all original solicitation requirements and Addendum No. 1 requirements as expressed herein shall be considered part of the solicitation package. As such, respondents are advised to recognize and comply with all aspects of this request.

CLARIFICATIONS:

Respondents are advised that Pre-RFP Conference will be virtual following the link:

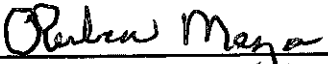
City of Pharr Pre-RFP Conference on DIA
Tue, Oct 12, 2021 10:00 AM - 11:00 AM (CDT)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/353153317>

You can also dial in using your phone.
United States: +1 (408) 650-3123

Access Code: 353-153-317

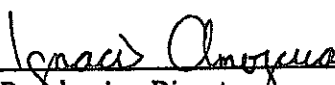
ALL OTHER MINIMUM REQUIREMENTS REMAIN UNCHANGED.


Signature, Acknowledge Add. #1

10/26/2021
Date

Foremost Telecommunications Corporation
Legal Company Name (Print/Type Name)

10/26/2021
Date


Purchasing Director

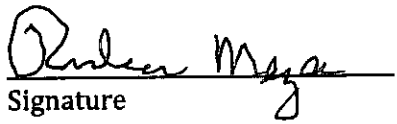
October 11, 2021
Date

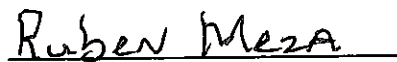
All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addenda which shall be made part of their Bid Submittal. Bidder(s) Signature on Addenda shall be interpreted as the vendor's "recognition and compliance to official changes" as outlined by the City of Pharr.



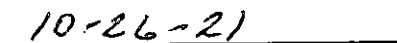
TEXAS GOVERNMENT CODE CHAPTER 2270 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Respondent Foremost Telecommunications Corporation hereby Acknowledges the Prohibition of Contracts with Foreign Terrorist Organizations and with the Boycotting of Israel. The signatory executing this contract on behalf of company hereby verifies that the company is not on the Texas Comptroller's list of terrorist organization's is not engaged in business with Iran, Sudan or any foreign terrorist organization and will not boycott Israel throughout the term of this contract.


Signature


Ruben Meza

Printed Name


10-26-21

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Foremost Telecommunications Corporation
Dallas, TX United States

Certificate Number:
2021-817031

Date Filed:
10/26/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Pharr

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2021-01-510-S018-001B

Dedicated Internet Access services / IP Addresses

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Ruben Merza and my date of birth is 1-3-59

My address is 517 E. JACKSON ST. HARLINGEN TX 78550 Cameron
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cameron County, State of Texas, on the 26 day of October, 2021.
(month) (year)

Ruben Merza
Signature of authorized agent of contracting business entity
(Declarant)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Foremost Telecommunications Corporation

2 Business name/disregarded entity name, if different from above

Foremost Telecommunications

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5757 Alpha Road, Suite 110

6 City, state, and ZIP code

Dallas, TX 75240

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 5 - 2 2 9 9 7 3 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ►

01/12/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Foremost Telecommunications began offering internet and telephone services in 2002, and has offices in Dallas, Corpus Christi, the Rio Grande Valley, and San Antonio.

Our Products Include

Telephone Lines

(Traditional and VoIP)

Fiber

Local & Long Distance

Private Line Service and MPLS

PRI

Toll Free Service

And More!

The Leaders in Data and Voice Services!

A stylized graphic of a globe with latitude and longitude lines, rendered in a light blue, semi-transparent style, positioned behind the central header text.

We Provide Unparalleled Data and Voice Solutions for:

- Businesses of any Size-
 - Schools and Government Organizations-
 - Non-Profit Organizations-
 - Your Business!-
-

Multiple Locations
Multiple Services
One Invoice
No Problems

Call Foremost at
(844) 440-4444
for a quote today!



Our Products Include

Hosted PBX

VPN Services

Collocation

Disaster Recovery

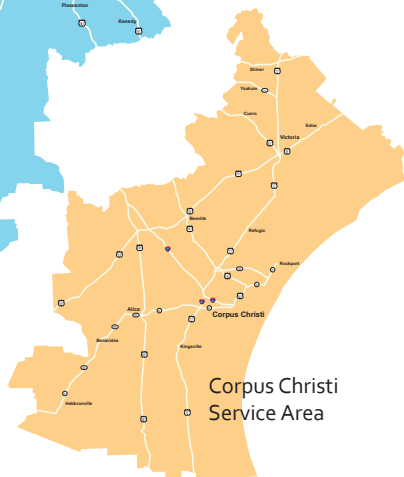
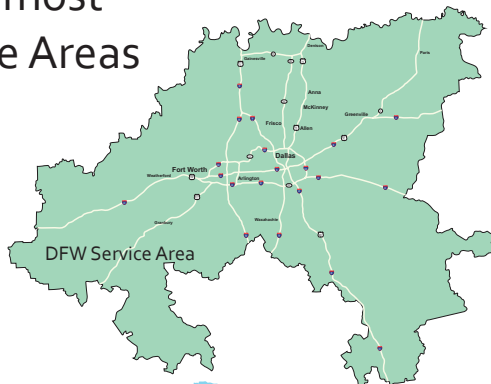
Metro Ethernet

Hosting

Managed Network

And More!

Foremost Service Areas



Foremost
Toll-Free: (855) 205-4400
Toll-Free Fax: (855) 205-4445



**Office locations all over Texas,
so we're always local!**

DALLAS/FORT WORTH

And Surrounding Areas

5757 Alpha Road, Suite 110
Dallas, Texas 75240

CORPUS CHRISTI

Alice, Beeville, Kingsville, and Victoria

606 N. Carancahua St. Suite 822
Corpus Christi, Texas 78401

RIO GRANDE VALLEY

From Brownsville to Zapata

515 E. Jackson Street
Harlingen, Texas 78550

SAN ANTONIO and LAREDO

Including Surrounding Areas

100 Taylor Street, Suite 260
San Antonio, TX 78205

We now also service
Austin, Houston, and Beaumont!



**Business Class
Telephone
&
Internet Services
To Help YOU Succeed!**

Foremost Telecommunications
and Cloud Services offer a
diverse array of voice and data
services to provide your
organization with the tools
necessary for success.
Ask us today how we can
provide a superior solution for
you!





*Multiple Locations.
Multiple Services.
One Invoice.
No Problems.*

OUR SERVICES INCLUDE

Local Telephone Lines
(Traditional or VoIP)

Fiber

Hosted PBX

MPLS

PRI

Long Distance and Private Line
DID and Remote Branch Office Numbers

E-mail and Web Hosting

Collocation and Disaster Recovery

Managed Networks

VPN Services

And More!

*We Provide Unparalleled Data and Voice Solutions for
Businesses of any Size
Schools and Government
Non-Profit Organizations
Your Business!*



Every business has a need for quality data and voice services. Communication is critical to a business, and the ability to balance cost with utility can make or break a business. At Foremost, our speciality is helping the average business maximize the capabilities and performance of their telecommunications services without affecting their bottom line.

Reliable.

Effective.

Texas Based. Texas Proud.

Competitive.

Dedicated.



*Business Class
Telephone and Internet Services
To help YOU succeed!*

Contact us Today for a Consultation!

FOREMOST TELECOMMUNICATIONS
515 E. JACKSON STREET
HARLINGEN, TEXAS 78550
LOCAL: (956) 507-4014
FAX: (956) 507-4445
SALES@FOREMOST.TEL

WWW.FOREMOSTTELECOM.COM

CONFIDENTIAL TELECOM SERVICES QUOTE



QUOTE #	AAAQ1693
DATE	Nov 9, 2021

To

CITY OF PHARR
118 S. CAGE BLVD
PHARR, TX 78577

Phone

Foremost
517 E. Jackson Street
Harlingen, TX 78550
(956)-507-4444

SALESPERSON

Lawrence Halcomb

TERM

See Options

DESCRIPTION	NOTES	UNIT PRICE	QTY	MONTHLY PRICE	INSTALL
Original Proposal Offering					
Dedicated Internet Access (36 Months)	40 x 40 Gbps, 100GE Port	\$10,995.00	1	\$10,995.00	\$0.00
Dedicated Internet Access (60 Months)	40 x 40 Gbps, 100GE Port	\$9,895.00	1	\$9,895.00	\$0.00
Dedicated Internet Access (36 Months)	80 x 80 Gbps, 2x 40 GE Ports	\$19,995.00	1	\$19,995.00	\$0.00
Dedicated Internet Access (60 Months)	80 x 80 Gbps, 2x 40 GE Ports	\$17,995.00	1	\$17,995.00	\$0.00
Dedicated Internet Access (36 Months)	100 x 100 Gbps, 100GE Port	\$24,995.00	1	\$24,995.00	\$0.00
Dedicated Internet Access (60 Months)	100 x 100 Gbps, 100GE Port	\$22,695.00	1	\$22,695.00	\$0.00
IP Address (/24 Block)	Included	\$0.00	1	\$0.00	\$0.00
Dual Entrance Diverse Protected					
Dedicated Internet Access (36 Months)	40 x 40 Gbps, 100GE Port	\$12,495.00	1	\$12,495.00	\$0.00
Dedicated Internet Access (60 Months)	40 x 40 Gbps, 100GE Port	\$10,895.00	1	\$10,895.00	\$0.00
Dedicated Internet Access (36 Months)	80 x 80 Gbps, 2x 40 GE Ports	\$21,495.00	1	\$21,495.00	\$0.00
Dedicated Internet Access (60 Months)	80 x 80 Gbps, 2x 40 GE Ports	\$18,995.00	1	\$18,995.00	\$0.00
Dedicated Internet Access (36 Months)	100 x 100 Gbps, 100GE Port	\$26,495.00	1	\$26,495.00	\$0.00
Dedicated Internet Access (60 Months)	100 x 100 Gbps, 100GE Port	\$23,695.00	1	\$23,695.00	\$0.00
IP Address (/24 Block)	Included	\$0.00	1	\$0.00	\$0.00

To accept this quote, please sign here.

Thank You For Your Business!

Bursting data will be charged at rate of \$0.35 per Mbps.

Customers to provide rack space/power/backup power if required
Foremost equipment is provided but remains the property of Foremost.

Fees and taxes will be added to all services.

Pricing and installation charges will be higher if term is reduced or number of locations and services are changed.

COP DIA RFP PRICING

VTX

	ITEM	36 MONTHS	60 MONTHS
1	40G	\$ 12,499.00	\$ 10,624.00
2	100G	\$ 21,999.00	\$ 19,125.00
3	ANCILLARY SERVICE CHARGES (IF ANY)		
	1 IPV4/22 (per block location = \$110,000)	\$ 55,000.00	\$ -
	2 Construction costs for Communications Center	\$ 53,892.00	\$ -
	3 Construction costs for Bridge Administration	\$ 19,298.00	\$ -
	4 Labor	\$ 1,500.00	\$ -
	5	\$ -	\$ -
4	CONSTRUCTION DAYS		30
5	PROJECTED SURCHARGES & FEES		0
6	MAXIMUM TRANSPORT CAPACITY	100 Gbps	
7	HIGH LEVEL NETWORK DIAGRAM (PLEASE ATTACH)		
8	IDENTIFICATION OF ANY POINTS OF POTENTIAL FAILURE (PLEASE ATTACH INFORMATION)		
9	DOCUMENTATION DESCRIBING PROPOSED DIA PROVIDERS' INTERCONNECTEDNESS AND COVERAGE (PLEASE ATTACH INFORMATION)		
10	TYPICAL RESPONSE TIMES FOR 24 X 7 X 365 SERVICE IMPAIRMENTS AND OUTAGES		
11	REFERENCES		
12	A. POP		
	B. UPSTREAM PROVIDER		
13	WHAT IS YOUR CURRENT RANKING FOR THE LAST 5 YEARS?		
14	IF USING A TIER 1 PROVIDER, IF SO, WHO IS THE TIER 1 / 2 PROVIDER		

Section	Rating	Weighted
I	9	36
II	8	24
III	9	18
IV	10	10
TOTAL		88

Smartcom

	ITEM	36 MONTHS	60 MONTHS
1	40G	\$ 9,200.00	\$ 8,880.00
2	100G	\$ 17,750.00	\$ 15,900.00
3	ANCILLARY SERVICE CHARGES (IF ANY)		
	1 Option (per month) for protected ring. (90 days construction time)	\$ 2,000.00	\$ -
	2 IP/month (for /22 or /21 block) Will be billed as 1024 IP or 2048 IP block	\$ 1.00	\$ -
	3 /Mb burst over 40GB, 36 months	\$ 0.18	\$ -
	4 /Mb burst over 40GB, 60 months	\$ -	\$ 0.17
	5	\$ -	\$ -
4	CONSTRUCTION DAYS		28
5	PROJECTED SURCHARGES & FEES		
6	MAXIMUM TRANSPORT CAPACITY	\$ -	
7	HIGH LEVEL NETWORK DIAGRAM (PLEASE ATTACH)		
8	IDENTIFICATION OF ANY POINTS OF POTENTIAL FAILURE (PLEASE ATTACH INFORMATION)		
9	DOCUMENTATION DESCRIBING PROPOSED DIA PROVIDERS' INTERCONNECTEDNESS AND COVERAGE (PLEASE ATTACH INFORMATION)		
10	TYPICAL RESPONSE TIMES FOR 24 X 7 X 365 SERVICE IMPAIRMENTS AND OUTAGES	4 hrs MTTR	
11	REFERENCES		
12	A. POP		
	B. UPSTREAM PROVIDER		
13	WHAT IS YOUR CURRENT RANKING FOR THE LAST 5 YEARS?	3107 for AS 14860	
14	IF USING A TIER 1 PROVIDER, IF SO, WHO IS THE TIER 1 / 2 PROVIDER	PCCW, Cogent, Hurricane Electric	

Section	Rating	Weighted
I	9	36
II	10	30
III	10	20
IV	9	9
TOTAL		95

Foremost

	ITEM	36 MONTHS	60 MONTHS
1	40G	\$ 10,995.00	\$ 9,895.00
2	100G	\$ 24,995.00	\$ 22,965.00
3	ANCILLARY SERVICE CHARGES (IF ANY)		
	1 /24 included with service	\$ -	\$ -
	2	\$ -	\$ -
	3	\$ -	\$ -
	4	\$ -	\$ -
	5	\$ -	\$ -
4	CONSTRUCTION DAYS		Within 30 days
5	PROJECTED SURCHARGES & FEES	\$3.02 (MROW for the City)	
6	MAXIMUM TRANSPORT CAPACITY		
7	HIGH LEVEL NETWORK DIAGRAM (PLEASE ATTACH)		
8	IDENTIFICATION OF ANY POINTS OF POTENTIAL FAILURE (PLEASE ATTACH INFORMATION)		
9	DOCUMENTATION DESCRIBING PROPOSED DIA PROVIDERS' INTERCONNECTEDNESS AND COVERAGE (PLEASE ATTACH INFORMATION)		
10	TYPICAL RESPONSE TIMES FOR 24 X 7 X 365 SERVICE IMPAIRMENTS AND OUTAGES		
11	REFERENCES		
12	A. POP		
	B. UPSTREAM PROVIDER		
13	WHAT IS YOUR CURRENT RANKING FOR THE LAST 5 YEARS?		
14	IF USING A TIER 1 PROVIDER, IF SO, WHO IS THE TIER 1 / 2 PROVIDER		

Section	Rating	Weighted
I	9	36
II	9	27
III	9	18
IV	9	9
TOTAL		90



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.N.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the contract with Millenium Engineers Group, in the amount of \$57,537.88 for additional construction material testing services for the City of Pharr/PSJA Aquatic Facility.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City of Pharr is requesting authorization from City Commission on approving the City Manager to amend the contract for construction material testing services for the Additional Scope of work related to the following items:

1. Soil Density Testing
2. Reinforcing Steel Inspections & Bolted Connection Inspections
3. Asphalt Paving Testing

Project #1819-35-510-C011-051

Fiscal Consideration: Original Contract Amount: \$37,326.14

Amendment No. 1 \$57,537.88

Revised Contract Amount: \$94,864.02

Staff Recommendation: Staff recommends approval of Amendment #1 to the contract with Millenium Engineers Group for additional construction material testing services for the City of Pharr Aquatic Facility Project in the amount of \$57,537.88. Revised contract amount to \$94,864.02.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas
Omar Anzaldua
Karla Saavedra

Created/Initiated - 11/10/2021
Approved - 11/10/2021
Approved - 11/12/2021

Ignacio Amezcua
Patricia Rigney
City Management Office

Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



November 1, 2021

Moises Beas
City of Pharr
118 S. Cage Blvd. 1st Floor
Pharr, Texas 78577

**Re: Amendment No. 1 to proposal No. 01-19-327MR1
PSJA Aquatic Facility
Pharr, Hidalgo County, Texas
MEG Project No. 01-19-19310**

Dear Mr. Beas:

After a thorough review of the project's status and budget, we realized that due to unforeseen circumstances, additional testing outside the original estimation will be required.

We are requesting an additional budget allocation in the amount of \$57,537.88 to cover the additional testing.

Additional Budget Allocation: \$57,537.88

☒ SOILS (3 trips for flexible base testing at the paving area)

Task	Qty.	Unit Rate	Estimated Cost
Atterberg Limits (each)	1	66.50	\$66.50
Gradation (each)	1	90.00	\$90.00
Wet Ball Mill (each)	1	227.50	\$227.50
Standard Proctor (each)	1	216.25	\$216.25
Nuclear density tests (each)	8	27.50	\$220.00
Field testing & observation (hourly)	10	57.50	\$575.00
Sub-Total (Soils)			\$1,395.25

☒ REINFORCING STEEL INSPECTIONS (2 reinforcing steel inspections)

Task	Qty.	Unit Rate	Estimated Cost
Reinforcing Steel Inspection (per hour)	6	64.50	\$387.00
Sub-Total (Reinf. Steel Inspection)			\$387.00

☒ ASPHALT (4 trips for asphalt rolling patterns and coring at paving area)

Task	Qty.	Unit Rate	Estimated Cost
Coring Rig (each)	1	52.50	\$52.50
Extraction of Bituminous Mixture, Percent Asphalt & Gradation (each test)	4	175.00	\$700.00
Core/Drill Operator/Technician and Coring Equipment - 6-inch Diameter Cores	1	272.50	\$272.50
Theoretical Maximum Specific Gravity of Mixtures (each test)	4	92.50	\$370.00
Lab Density (each test)	4	52.50	\$210.00
Nuclear Density Test - (asphalt)(per test)	24	36.50	\$876.00
Asphalt testing & observation (hourly)	35	57.50	\$2,012.50
Sub-Total (Asphalt)			\$4,493.50



☒ **PROJECT MANAGEMENT AND ADMINISTRATION**

Task	Qty.	Unit Rate	Estimated Cost
Project Management (hourly)	5	97.50	\$487.50
Project Engineer (hourly)	5	130.00	\$650.00
Clerical (hourly)	5	50.00	\$250.00
Sub-Total (Mgmt. & Admin.)			\$1,387.50

Total Estimated Cost **\$7,663.25**

Executed Amount	\$37,326.14
Additional Testing (Backfill)	\$20,641.88
Additional Testing (LTS, F/B, Concrete, Reinf. Steel)	\$29,232.75
Amendment No. 1, 11/01/21	\$7,663.25
New Total	\$94,864.02

If you have any questions, please feel free to contact me at 956/702-8500, or apalma@megengineers.com.
If you have no questions and agree to the additional budget allocation amount described above, please sign and date below.

Respectfully submitted,

MILLENNIUM ENGINEERS GROUP, INC.

TBPE Firm No. F-3913

Andres Palma, P.E.
Materials Testing Manager

AGREED TO THIS _____ DAY OF _____, 2021.

BY: _____ TITLE _____

FIRM: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.O.

DATE SUBMITTED: November 10, 2021

MEETING DATE: November 15, 2021

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to award a contract for the Single Machine Repaving Project Year 6

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Project consists of repaving various streets throughout City of Pharr using the single pass asphalt recycling method. On November 9, 2021 bids were opened and one bid was received from Cutler Repaving Inc (Project No. 2122-01-528-C001-001).

Fiscal Consideration: Bid is in the amount of \$1,489,022.84 for Bid Items 1-9.

Staff Recommendation: Staff recommends award of contract for the Single Machine Repaving Project Year 6 to Cutler Repaving Inc. for Bid Items 1-9 in the amount of \$1,489,022.84.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas
Omar Anzaldua
Omar Anzaldua
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 11/10/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



Pharr

Purchasing



CITY OF PHARR

BID OPENING: NOVEMBER 9, 2021 AT 3:00 P.M.

LOCATION: City Commission Rm 2nd Floor

SINGLE MACHINE REPAVING PROJECT YEAR 6

PROJECT NO.: 2122-01-528-C001-001

PARTICIPATING BIDDER:

**Cutler Repaving, Inc.
Lawrence, KS**

ROAD REPAVING

ITEM No.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	1-in Recycling (Single-Pass Method) as Per Section 02616R	104,942	SY	3.50	\$367,297.00
2	Recycling Agent	20,989	GAL	3.65	\$76,609.85
3	Curblin Milling. Include Proper Disposal of All Spoil Material	63,030	LF	2.38	\$150,011.40
4	HMAC TY D Limestone Aggregate (1-in) Include Delivery and Placement	104,942	SY	5.72	\$600,268.24
5	Manhole adjustment to grade	0	EA	270.00	\$0.00
6	Valve adjustment to grade	2	EA	175.00	\$350.00

CONCRETE REPAIR

7	Remove and Replace Curb & Gutter and Apron (3000 PSI) (Reinforced) Include Proper Disposal of All Spoil Material. All Complete in Place	0	LF	0.00	\$0.00
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INTERSECTION APPROACH REPAIR

8	HMAC TY D Limestone Aggregate (4-in)(Include Delivery and Placement	1,052	SY	25.20	\$26,510.40
9	Misc. Milling (4-in). Include Removal, Hauling and Proper Disposal of Materials (Refer to Section 02102 Part 3.03)	1,052	SY	9.50	\$9,994.00

ALLOWANCE

10	ALLOWANCE	0	LS	0.00	\$0.00
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ROAD REPAVING TOTAL PROJECT COST

\$1,231,040.89

SIOUX RD. & FIR ST. ROAD REPAVING

ITEM No.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
1	1-in Recycling (Single-Pass Method) as Per Section 02616R	21,009	SY	3.50	\$73,531.50
2	Recycling Agent	4,202	GAL	3.65	\$15,337.30
3	Curblin Milling. Include Proper Disposal of All Spoil Material	9,901	LF	2.38	\$23,564.38
4	HMAC TY D Limestone Aggregate (1-in) Include Delivery and Placement	21,009	SY	6.63	\$139,289.67
5	Manhole adjustment to grade	8	EA	270.00	\$2,160.00
6	Valve adjustment to grade	3	EA	175.00	\$525.00

SIOUX RD. & FIR ST. INTERSECTION APPROACH REPAIR

7	HMAC TY D Limestone Aggregate (4-in)(Include Delivery and Placement	103	SY	25.20	\$2,595.60
8	Misc. Milling (4-in). Include Removal, Hauling and Proper Disposal of Materials (Refer to Section 02102 Part 3.03)	103	SY	9.50	\$978.50

SIOUX RD. & FIR ST. ALLOWANCE

9	ALLOWANCE	0	LS	0.00	\$0.00
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SIOUX RD. & FIR ST. ROAD REPAVING TOTAL PROJECT COST	\$257,981.95
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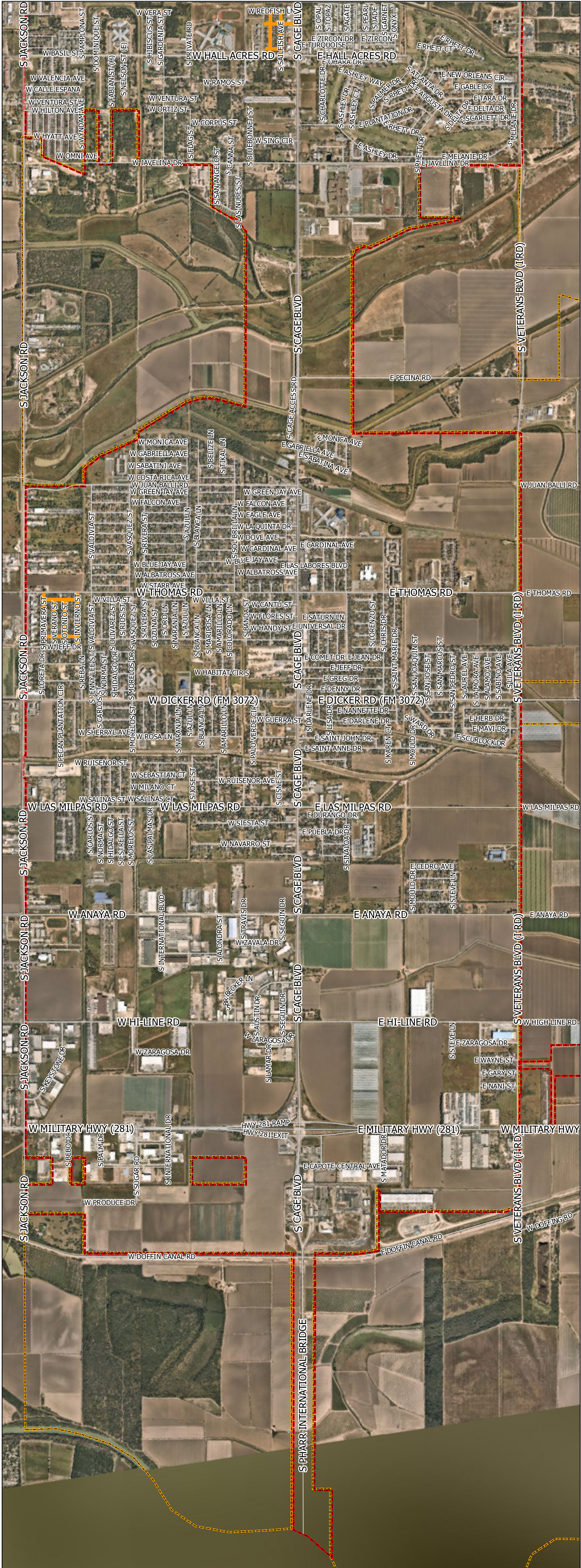
GRAND TOTAL PROJECT COST	\$1,489,022.84
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ADDENDUM #1	SUBMITTED
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BID BOND	SUBMITTED
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HARDCOPY OF BID SUBMITTED	SUBMITTED
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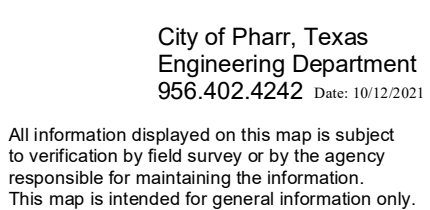
ELECTRONIC BID SUBMITTED	SUBMITTED
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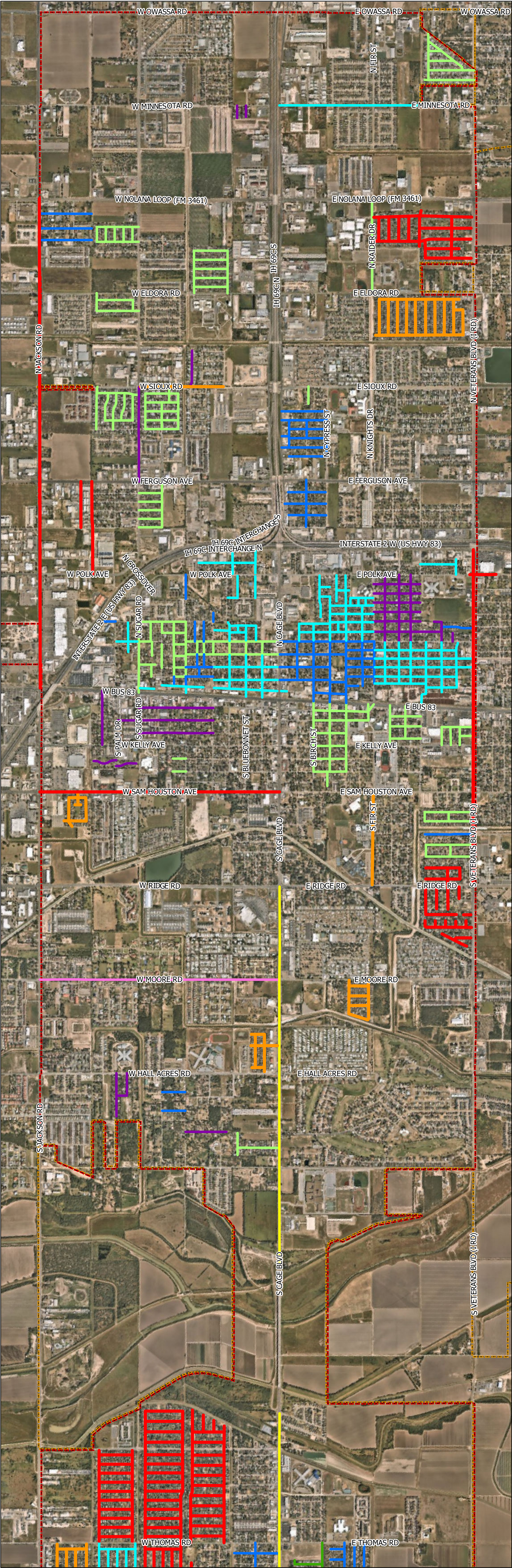


Total Proposed Paving: 6.84

Scale: 1 inch = 1,250 feet

A horizontal scale bar with tick marks at 0, 800, 1,600, 3,200, 4,800, and 6,400 feet. The word "Feet" is written at the right end of the bar.





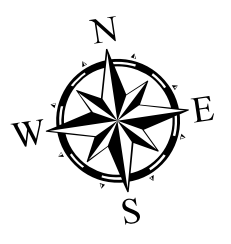


Pharr
Engineering



City of Pharr

Paving Map



Streets

10.17 Miles

Year 3 (FY 17-18)

18.59 Miles

Year 2 (FY 16-18)

6.33 Miles

Year 1 Phase B (FY 16-17)

18.04 Miles

Year 1 Phase A (FY 15-16)

0.95 Miles

Public Works

1.28 Miles

W Moore Rd (FY 16-17)

5.23 Miles

TXDOT Cage Blvd

13.24 Miles

Year 4 (FY 18-19)

2.60 Miles

TXDOT N Jackson Rd

21.04 Miles

Year 5 Repaving (FY 19-20)

6.84 Miles

Year 6 Repaving (FY 21-22)

1 inch = 1,250 feet

0

1,050

2,100

4,200

6,300

8,400

Feet

City of Pharr, Texas

Engineering Department

956.402.4221



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.P.

DATE SUBMITTED: November 12, 2021

MEETING DATE: November 15, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on request for Contract Time Extension and Associated Supplemental Fee for Project Manager for Pharr Aquatics Facility

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The original contract time and associated fees for this project expired in July of 2021, and subsequently, July of 2021 was the date of our last invoice and payment for this project. Due to circumstances beyond our control, and with the City of Pharr's concurrence, the substantial completion date has been extended to December of 2021.

Fiscal Consideration: Approximately \$215,000 total.

Staff Recommendation: Approval

Alternatives: Disapprove

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Edward Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



Carlos Del Angel
Easton Acquisitions
PO Box 3898
McAllen, TX 78505

Mr. Ed Wylie
Interim City Manager
City of Pharr
118 S Cage Blvd
Pharr, TX 78577

November 10, 2021

Re: Pharr Aquatic Facility –Request for Contract Time Extension and Associated Supplemental Fee

Mr. Wylie,

Please let this letter serve as a ***request for a contract time extension and associated supplemental fee*** for the Pharr Aquatic Facility Project.

The original contract time and associated fees for this project expired in July of 2021, and subsequently, July of 2021 was the date of our last invoice and payment for this project. Due to circumstances beyond our control, and with the City of Pharr's concurrence, the substantial completion date has been extended to December of 2021.

At this time, we humbly ask that you consider our request to extend the contract time and fees so we can continue to provide the level of services expected and required to see this project through completion.

We appreciate your support and continued partnership. If you have any questions, please feel free to contact me at the number provided below.

Respectfully,

Carlos Del Angel
Senior Project Manager
(956) 307-3057



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.Q.

DATE SUBMITTED: November 12, 2021

MEETING DATE: November 15, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Request for Contract Time Extension and Associated Supplemental Fee for Project Manager for FY 15 DAP Northbound Expansion and 2nd BSIF Exit Project

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The original contract time and associated fees for this project expired in March of 2021, and subsequently, March of 2021 was the date of our last invoice and payment for this project. Due to changes requested by both Customs and Border Protection (CBP) and the General Services Administration (GSA), and with the City of Pharr's concurrence, the contractual substantial completion date has been extended to May of 2022.

Fiscal Consideration: Approximately \$280,000 total.

Staff Recommendation: Approval

Alternatives: Disapprove

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Edward Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021

Carlos Del Angel
Brownstone Consultants LLC
3717 Kent Ln
McAllen, TX 78503



Mr. Ed Wylie
Interim City Manager
City of Pharr
118 S Cage Blvd
Pharr, TX 78577

November 10, 2021

Re: FY15 DAP Northbound Lane Expansion and 2nd BSIF Exit Project – Request for Contract Time Extension and Associated Supplemental Fee

Mr. Wylie,

Please let this letter serve as a ***request for a contract time extension and associated supplemental fee*** for the **FY15 DAP Northbound Lane Expansion and 2nd BSIF Exit Project**.

The original contract time and associated fees for this project expired in March of 2021, and subsequently, March of 2021 was the date of our last invoice and payment for this project. Due to changes requested by both Customs and Border Protection (CBP) and the General Services Administration (GSA) , and with the City of Pharr's concurrence, the contractual substantial completion date has been extended to May of 2022.

At this time, we humbly ask that you consider our request to extend the contract time and fees so we can continue to provide the level of services expected and required to see this project through completion.

We appreciate your support and continued partnership. If you have any questions, please feel free to contact me at the number provided below.

Respectfully,

Carlos Del Angel
Senior Project Manager
(956) 307-3057



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.R.

DATE SUBMITTED: November 12, 2021

MEETING DATE: November 15, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with R.L. Abatement, Inc. out of Weslaco, TX, for the demolition of the City owned building and related amenities located at 1501 N. Cage Blvd. through The Interlocal Purchasing System (TIPS) Purchasing Cooperative Contract# 210205

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: An Asbestos survey is being conducted for the City owned building located at 1501 N. Cage Blvd in accordance with the Texas Asbestos Health Protection Rules required by the Texas Department of State Health Services for building renovations of this size.

Fiscal Consideration: \$146,000

Staff Recommendation: Staff recommends approval and authorization to use The Interlocal Purchasing System (TIPS) Purchasing Cooperative to negotiate and approve a contract with R.L. Abatement from Weslaco, TX in the amount not to exceed \$146,000 for the demolition of the City owned building located at 1501 N. Cage Blvd .

Alternatives: The alternative would be the conventional Bid Process which will take around 1-month from the time of advertisement to the start of construction. Since this is a time sensitive project, using the TIPS Purchasing Cooperative will allow to begin work within one week of contract approval.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Omar Anzaldua
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/12/2021

R.L. ABATEMENT, INC.

P.O. BOX 332

WESLACO, TEXAS 78599

TEL: 956-968-2265 FAX: 956-968-3301

Email: rlai@rlabatement.com



BID PROPOSAL

Proposal No: 21-3123
Date: 11-12-2021
TIPS Contract No.: 210205

Project: Pharr Mobile Home Park
281 and Expressway 83
Pharr, Texas

RE: Demolition

BID ITEM: Removal and disposal of concrete pads throughout trailer park, recreation building and two storages building on the Eastside of property. Proposal also includes removal of the wood joist in recreation building and asphalt from road. Work is to be completed in eight weeks.

Total Cost:.....\$146,000.00
(One Hundred Forty-six Thousand Dollars and Zero Cents.)

Exclusions:

- *Backfill
- *Temporary water and electricity
- *Any Permits
- *Disconnection and/or re-routing of any electrical work.

R.L. ABATEMENT, INC. will provide labor, materials, equipments and insurances.

Submitted by: Roberto Valladares, Jr. Print Name: Roberto Valladares, Jr. Title: President Date: 11 / 12 / 2021

Acceptance of Proposal: The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Signature: _____ Print Name: _____ Title: _____ Date: _____

Note: This proposal is good for 30 days from date submitted. If your firm is exempt from any and all taxes, please provide our office with a Tax Exempt Form. If Tax Exempt form is not received in our office, you will be charged 8.25% (taxes) on invoice.