



CITY OF MISSION

"Home of the Grapefruit"

Alan Yoder
Smartcom Telephone, LLC
600 Ash Avenue
McAllen, Texas 78501

Subject: Notice of Award – RFP No: 22-320-04-25 / WAN P2P Leased Fibers

Dear Mr. Yoder:

You are hereby notified that you have been awarded WAN P2P Leased Fibers No. 22-320-04-25. Please use this bid number on any correspondence to the City of Mission.

The term of the contract shall be three (3) years from the contract award date.

Renewal Terms: The City of Mission shall reserve the option to renew this order for an additional two (2) consecutive, one (1) year periods at the end of the service period.

Contract Term: May 16, 2022 through May 15, 2025.

To facilitate the discharge of this contract, the Technical Representative (TR) for the contract is Abram Ramirez, I.T. Department Director, who can be reached at (956) 629-4792. The Technical Representative will perform the following duties during the term of this contract:

1. Monitor, verify and take such action necessary to ensure that your firm performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications. Specific emphasis shall be placed on the quality, quantity, acceptability, and manner of work for both adherences to the contract provisions and to your firm's quality control program.
2. Notify your firm of deficiencies observed during delivery of goods and/or services and direct your firm to comply with the contract requirements. Coordinate with the Purchasing Agent about your firm's unacceptable performance. Your firm's corrective actions must be within the scope of the contract.
3. Forward all disagreements with your firm that cannot be resolved within the scope of the delegated authority to higher levels within the City. The TR will provide records and reports to the Purchasing Agent concerning faulty or non-conforming work, delays or problems, and recommend appropriate actions to effect correction

within the scope of the contract or dispute.

4. Ensure that any City furnished property is provided and returned in accordance with the contract provisions.
5. Maintain records applicable to the criteria established in the contract for performance issues, as they relate to the assessment of potential liquidated damages. Assert when applicable, in coordination with the Purchasing Agent, any damages provided in the contract due to your firm's failure to meet standards.
6. Maintain a current record of the obligated contract dollar amount, billed and paid.
7. Recommend acceptance or rejection of invoices that have been submitted by your firm. Disposition of payment recommendations rest with the appropriate Purchasing Agent and the TR.
8. Coordinate with the Purchasing Agent prior to releasing any correspondence involving schedule, performance, cost, and invoices/payment.
9. Work with the Purchasing Agent to properly close out the contract and all records.
10. Perform, or cause to be performed, inspections required by the contract. Verify that your firm has corrected all deficiencies. Act as certifying official, and receive, accept or reject supplies/services for the City specified in the contract and invoiced by your firm.

The following actions are specifically reserved for the Purchasing Agent.

1. Issuance of any orders or modifications to your firm regarding contractual matters, such as changes in price, deliveries, statements of work, specifications, or other contractual terms.
2. Directing work to start or stop, except as specifically provided for by the terms and conditions of the contract.
3. Amending the contract requirements in any respect.
4. Submit for Approval any action that will result in additional charges to the City.
5. Interpretation of contract terms and conditions.

In the event of the Technical Representative absence, the Purchasing Agent shall act in this capacity. The presence or absence of the TR shall not relieve the Contractor from any requirements of the contract. In the event of any discrepancies the original proposal submitted will take precedence.

This assignment and delegation of the city is effective as of this date and shall remain in

full effect until contract expiration or termination in writing by the Purchasing Agent.

A copy of your proposal response is enclosed for your records. Said proposal response and this notice of award constitute the contract. Please include the proposal number on all correspondence pertaining to this contract, and with each invoice that you submit.

If you have any questions, please contact your assigned **Director of Purchasing, Peter Geddes** at the phone number or address listed below.

City of Mission
1201 E. 8th Street
Mission, TX 78592
956/580-8667
956/580-8798 FAX

We appreciate your interest in City of Mission and look forward to working with you.

Sincerely,



Peter Geddes
Director of Purchasing



Date