

Exhibit "A"

**HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
(DEPARTMENT OF EMERGENCY MANAGEMENT)
"LEASE OF TOWER SPACE"
RFB NO. 09-023-02-18-YSI
SPECIFICATIONS**

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Hidalgo County is seeking to lease tower space for the Hidalgo County Division of Emergency Services (department of emergency management). Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

- 1). **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.**
- 2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.
- 3). Tower shelter must have electricity and air condition system.
- 4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.
- 5). The equipment to be installed at the site includes a generator and an LP gas tank to power the generator for forty-eight (48) hours.
- 6). Height of tower should be four hundred eighty (480) ft. or taller.
- 7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.
- 8). Tower must be geographically located in the Northwest Portion of Hidalgo County, preferably North of McCook, within Hidalgo County near intersection of FM 681 and FM 490. See attached search area, Exhibit 1.
- 9). Antenna equipment must be installed at the highest point available on the tower.
- 10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.
- 11). Tower rent **must** include cost of electricity.
- 12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.
- 13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems

all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and all other components of the property.

- 14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.
- 15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment. Lessor shall have the right to approve/disapprove the technical staff that will install an/or maintain the equipment.
- 16). Lessor agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Lessee's use of the property.
- 17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, Asubstance@) on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.
- 18). **Site must have the capability for one circuit to be connected to a dispatch point.**
- 19). **Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee.**
- 20). **HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.**

Installed Equipment

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Two transmitters/receivers that will provide interoperable communications between users of 800 Mhz and VHF two way radio equipment with the appropriate antennas and peripherals, specifically:

- One (1) Generator
- One (1) 500 Gallon gas Tank

Two (2) Cross band Stations
One (1) Antenna and Cabin
Two (2) 83" Cabinets

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Note: Any and all new equipment added by the Division of Emergency Services (Department of Emergency Management) will be honored at lease price.

Term:

The term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 11, 2009 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, February 13, 2009 by 5:00 p.m.

EXHIBIT "B"

HIDALGO COUNTY "LEASE OF TOWER SPACE"

RFB No. 2009-023-02-18-YSI

BID PAGE

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<u>BID PER:</u>	<u>BID AMOUNT:</u>
MONTH	\$

BIDDER=S INFORMATION:

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE & FAX NO.=S:

CELLULAR & BEEPER
NO.=S:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE

EXHIBIT '1'

HIDALGO COUNTY "LEASE OF TOWER SPACE"

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