

PURCHASING DEPARTMENT  
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS

FROM: Eric Trevino  
Hidalgo County Purchasing Department

DATE: September 21, 2009

RE: Approval of Specifications For: - Hidalgo County Division of Emergency Services-"Tower Site Lease Agreement-La Joya, TX" Bid No. 2009-088-00-00-ERT

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS <input type="checkbox"/>	

Funds Availability:  YES /  NO/

Other (Specify) \_\_\_\_\_

Budget Account No.: 9-100-429-00-300-023-0-441

A.A. Tony Pera, Jr.      A.A. Tony Pera, Jr.      Emergency Management      9-22-09  
SIGNATURE                      PRINTED NAME                      DEPARTMENT                      DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) by no later than September 23, 2009 @ 12:00 P.M. or as soon as possible.**

Enclosures

<b>Bid No: 09-088-10-21-ERT</b>	<b>Buyer: Eric Trevino</b>	<b>Tel. No: (956) 318-2626</b>
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## **REQUEST FOR BIDS**

### **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES “TOWER SITE LEASE-La Joya, TX ”**

**BID OPENING DATE:  
October 21, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Hwy Bus 281-Administration Building  
Edinburg, Texas 78539

956 318-2626



Form HCPD-03

LEGAL NOTICE

**BID NO: 09-088-10-21-ERT**

1. Sealed bids will be received for **“HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-La Joya, TX”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-09-088-10-21-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-La Joya, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 21, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS - 09-088-10-21-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-La Joya, TX"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-TOWER SITE LEASE-La Jova, TX"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- . Discount payments will be considered when offered.
  
- . Contact person for Billing and Payment questions:

Hidalgo County Division of Emergency Services  
Attn: Belinda Alvarez  
P.O. Box 1356  
Edinburg, TX 78539  
956-318-2615

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b><u>October 21, 2009</u></b>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
  
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
  
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
  
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of

successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
**HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**  
**“TOWER SITE LEASE-La Joya, TX”**  
**BID NO.: 09-088-10-21-ERT**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S Hwy Bus 281 - Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**Exhibit "A"**

**HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES  
(DEPARTMENT OF EMERGENCY MANAGEMENT)  
"TOWER SITE LEASE-La Joya, TX"  
RFB NO. 09-088-10-21-ERT  
SPECIFICATIONS**

Hidalgo County is seeking to Tower Site Lease for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, 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 on to HIDALGO COUNTY.**

2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
La Joya	26-14-57.0 N	098-30-12.6 W

3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
La Joya	480

4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or other construction capable of withstanding sustained hurricane force winds.

5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below (See Exhibit "C").

6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below (See Exhibit "C").

7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below (See Exhibit "C").

- 8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.
- 9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.
- 10) Tower site lease 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 site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.
- 12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.
- 13) Tower site lease provider 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.
- 14) Tower site lease provider agrees that technical and maintenance employees and representatives and agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment.
- 15) Tower site lease provider shall have the right to approve/disapprove the technical staff that will install and/or maintain the equipment.
- 16) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.
- 17) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.
- 18) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.
- 19) Tower sites will be contracted individually on a site per site basis.
- 20) **Tower site lease provider 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 Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County 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.**

- 21) **Tower site lease provider agrees to hold Hidalgo County 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 Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.**
- 22) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**
- 23) **The awarded bidder shall adhere to the following insurance requirements: Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.**

**Term:**

The term of the lease contract will be for a period of five (5) years. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional five (5) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue under the terms and conditions of the lease agreement with the Tower site lease provider, for an additional sixty (60) days grace period, at the end of the contract term due to any unforeseen delay in the procurement process.

**Premises:**

Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

**Installed Equipment**

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

**Site – La Joya, TX**

## 800 MHz Radio Communications System

### Master Antenna System

One transmit antenna shall be located at 480 feet.

One receive antenna shall be located at 430 feet.

One tower top preamp located at 430 feet.

One three foot microwave dish located at 250 feet.

### Uninterruptible Power Supply system

## Site Equipment List

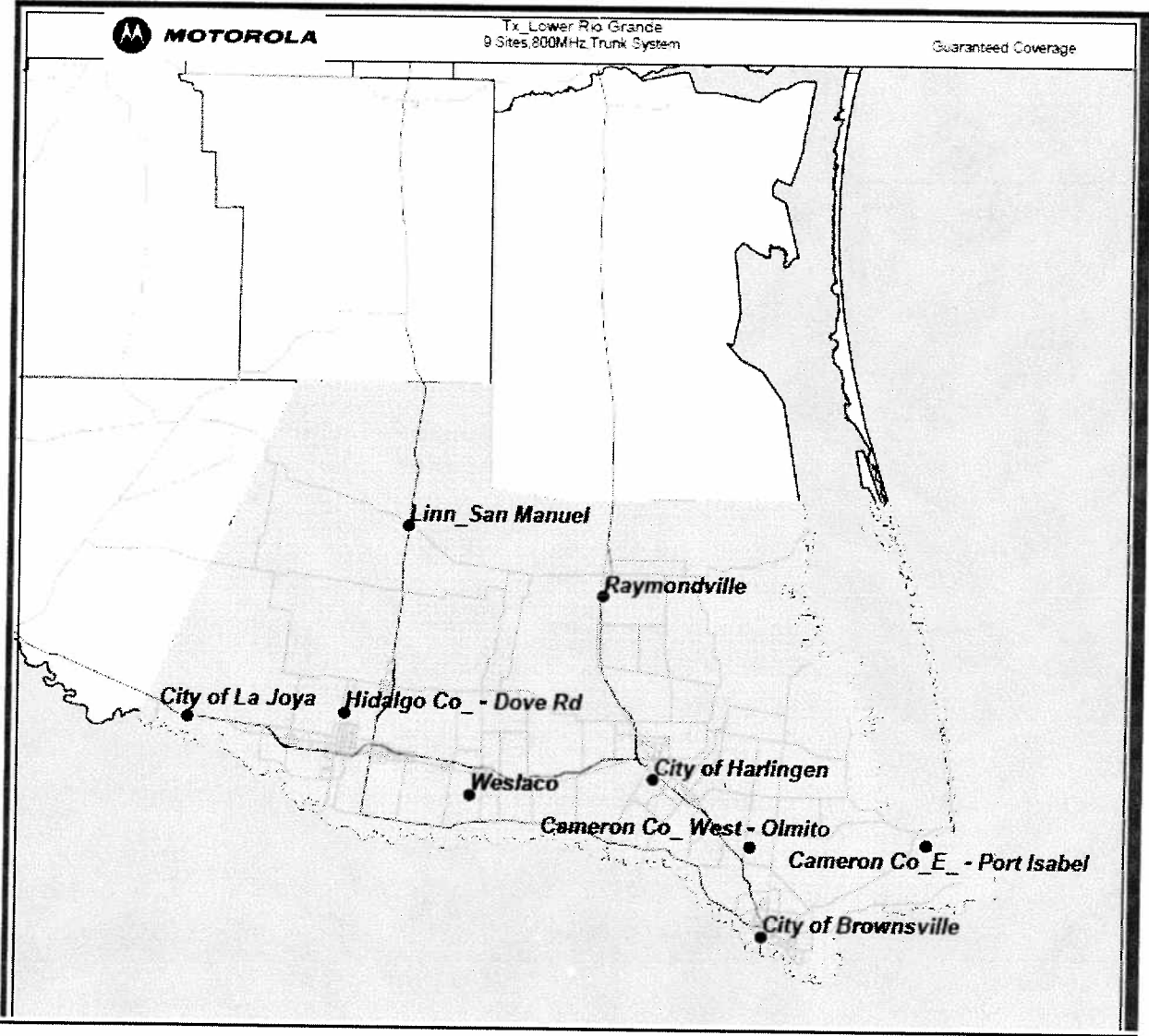
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000
1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX

15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

**LRGVDC Project 25 800 MHz Voice and Data Radio Communications System**

**Engineered Coverage**

**Hidalgo County 800 MHz Elements**



**Site - La Joya**

## PREMISES

### 19' RACK SPACE REQUIREMENTS

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS
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#### DISQUALIFICATION OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.
5. Failure to comply with the submittals of this specification.

#### Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
  3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
  4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
  5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) NO LATER THAN, Monday October 12, 2009 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday October 16, 2009 by 5:00 p.m.**

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**LEASE AGREEMENT**  
**C-09-000-00-00**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as Lessee.

**ARTICLE I. DEMISE OF LEASE PROPERTY**

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit "A-1" hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

**ARTICLE 2. LEASE TERM**

**Term**

2.01 This lease shall be a five (5) year term hereinafter referred to as the "initial lease term" commencing on, \_\_\_\_\_, 20\_\_ and ending on, \_\_\_\_\_, 20\_\_ ; subject, however, to earlier termination as hereinafter provided.

**Renewal**

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional two (5) five year terms, commencing on, \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_ (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term.

**ARTICLE 3. RENT**

**Monthly Rental**

3.01 Lessee agrees to and shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of \$ \_\_\_\_\_ per month. Monthly rental during the renewal term, if Lessee exercises its renewal option, will be \$ \_\_\_\_\_ ; Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, \_\_\_\_\_.

**Payment of Rent**

3.02 All installments of rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at unless and until Lessor notifies Lessee in writing to make the payments to some other address.

## **ARTICLE 4. UTILITIES**

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

## **ARTICLE 5. USE OF PROPERTY**

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

## **ARTICLE 6. REPAIR AND MAINTENANCE**

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, 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 tower warning lights or beacons and all other components of the Property. 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. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

## **ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE**

### **Taxes**

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

### **Alternation, Additions, and Improvements**

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-1, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 **Addition of New and Replacement Equipment.** In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property

with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added

### **Damage or Destruction**

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

### **Insurance**

7.05 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 amount 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 interest, with any reasonable costs therefor to be payable by Lessee.

### **Lessee's Insurance**

7.06 Lessee, at its own expense, shall provide and maintain in force effective \_\_\_\_\_, **2009** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

## **ARTICLE 8. DEFAULT**

### **Events of Default**

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days.

Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

### **Remedies**

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

#### **Re-entry**

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

#### **Termination**

After re-entry, Lessor may terminate the lease on giving ten (10) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

#### **Re-letting Property**

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

#### **Quiet Enjoyment Pending Cure Period**

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

### **ARTICLE 9. INTENTIONALLY OMITTED**

### **ARTICLE 10. MISCELLANEOUS**

#### **Notices and Addresses**

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any

notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

**LESSOR**

**LESSEE**

County Of Hidalgo, Texas Attn: Juan D. Salinas, III, County Judge  
100 E. Cano St.-2nd Floor  
Edinburg, Texas 78539

**With copy to:**

**Attn:**

**Parties Bound**

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

**Texas Law to Apply**

10.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

**Legal Construction**

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Prior Agreements Superseded**

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

**Amendment**

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**Waiver of Default**

10.07 No waiver by the parties hereto of any default of breach of any term, condition or

covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

### **Attorney's Fee**

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

## **ARTICLE 11. WAIVER OF SUBROGATION**

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extent that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

## **ARTICLE 12. SPECIAL PROVISIONS**

### **Access to Property**

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

### **Duty Not to Impair Lessee's Operations**

12.02 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, and to require that any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

### **Hazardous Substances**

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable

federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

**IN WITNESS WHEREOF**, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

**APPROVED BY COMMISSIONER COURT ON \_\_\_\_\_, 2009**

**Approved as to form:**

Atlas & Hall, .LL.P.

**Lessee:**

County Of Hidalgo

By: \_\_\_\_\_

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

**Attest:**

**Lessor:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

By: \_\_\_\_\_