

STATE OF TEXAS §

COUNTY OF HIDALGO §

RADIO TOWER SPACE

LEASE AGREEMENT

HIDALGO COUNTY BID #

C-09-023-05-26

THIS AGREEMENT this day made and entered into by and between MCALLEN COMMUNICATIONS COMPANY, Inc., a Texas corporation, acting by and through its duly authorized officers, hereinafter called "Lessor", and COUNTY OF HIDALGO, TEXAS, hereinafter called "Lessee";

WITNESSETH

WHEREAS, Lessor responded to a request for bids for the "Lease of Tower Space"; and

WHEREAS, Lessor submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the Specifications"); and

WHEREAS, in recognition of and in consideration of Lessor's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to the Lessor.

WHEREAS, Lessor is the owner of a 440 foot radio tower and concrete building at a location described as being Latitude 26° 32' 37" NORTH X Longitude 98° 22' 08" WEST, AMSL 302.3', AGL 459', Highest point AMSL 761.3', or hereafter called the Radio Tower; FCC Registration #1201637, and

WHEREAS, Lessee operates a private station, and is desirous of using space on Lessor's said radio tower for its transmitting antenna and space in said building below said tower for the use of its transmitting equipment;

NOW, THEREFORE, Lessor does not by these presents, LEASE LET, and DEMISE unto the Lessee the right to use said radio tower at a distance of Four Hundred Forty (440) feet from the ground for the installation and maintenance of their antenna and the right to use such space in the building at the foot of said tower as may be reasonably necessary for the operation of their equipment.

The term of this lease shall be for ONE (1) year, commencing with the execution of this lease, May 26, 2009 and terminating on May 25, 2010; subject, however to earlier termination as hereinafter provided.

Provided Lessee is not in default hereunder, Lessee is granted the option to renew this lease for an additional two (2) one (1) year terms, (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 or, if applicable, the first renewal term. Failure to timely deliver such notice shall constitute a waiver of this option to renew.

The rent payable by Lessee to Lessor under this lease agreement for the period set out above be charged at the rate of **\$2.22 per foot per month, a monthly payment of \$976.80, or an annual payment of \$11,721.60**. Each monthly rental payment is due on the first day of each month during the term of the lease.

The parties agree her and covenant with each other as follows:

1. Lessee shall pay the rent to Lessor at P. O. Box 1139, Edinburg, Texas 78540-1139, as aforesaid, as the same shall fall due.
2. Subject to the terms and conditions hereof, Lessor will maintain the radio tower, the building, and the ingress and egress road in suitable condition for use by Lessee for the purpose authorized hereunder.
3. Lessee shall promptly execute and fulfill all requirements of law, Federal, State and Local, applying to its business, and radio transmittal. Lessee shall not assign this agreement or sublet the premises, or any part thereof, without the consent of the Lessor in writing. Lessee shall not make any alteration in the building or tower without written consent.
4. If the leased premises shall be damaged by, or as a result of fire, windstorm, or other casualty, the Lessor shall make repairs to such leased premises (exclusive of antenna and property of Lessee) with reasonable dispatch. Lessor shall not be responsible for any delays arising in connection with the adjustment of insurance loss or labor troubles and no abatement of rent shall be made in this case. There shall be no abatement of rent, unless the damage is so extensive that the tower and transmitter building leased hereunder cannot be used for radio transmission by Lessee while being repaired, in which event, rent shall abate until such time as said tower and transmitter building shall have been put in repair. In the event the leased property, either the tower or the transmitter building, is destroyed or so damaged that in the opinion of the Lessor, it cannot be repaired within ninety (90) days after the loss, or if Lessor shall decide not to rebuild, or if the damage shall be caused under conditions not insured against by the Lessor and the Lessor shall decide not to repair the damage, then the Lessor, at its option, may terminate this lease and the rent shall be paid to the date of such damage and thereupon, the lease shall terminate.

5. If the Lessee shall fail to pay the rent of any installment thereof when due, the Lessor may, by thirty (30) days written notice to Lessee, cancel and terminate this lease.
6. Lessor shall furnish electric power required to operate the Lessee's radio base station equipment. Lessee shall install two transmitters/receivers that 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 Fuel Tank, Two (2) Cross band Stations, One (1) Antenna (One Antenna to Transmit and one to receive as stated in Addendum #4) and Cabin, Two (2) 83" Cabinets at said tower site. Upon execution of this lease agreement, Lessor shall fence tower area where Lessee's may install a combination lock and furnish combination to Lessee. Lessor shall be not be responsible for any power failure including operations of generator equipment and fuel tank. By the same token, the Lessor shall not be responsible for the Lessee's radio equipment maintenance, unless a separate maintenance equipment contract is drawn to cover specified maintenance.
7. It is a condition precedent to any cause of action in the Lessee, its personal representative or assigns, arising out of default of or breach by the Lessor any covenant of this lease or failure to comply with any law, ordinance or governmental regulation, that the Lessee shall serve written notice on the Lessor of the condition, defect, act, omission, or breach complained of. All notices required hereunder or that may be given hereunder shall be effective for all purposes if addressed by Lessee to Lessor at its principal place of business at P. O. Box 1139, Edinburg, Texas, and by Lessor to Lessee at its principal place of business.
8. If the Lessor is unable to give Lessee possession of the property and premises leased hereby on the date fixed for the commencement of this term, Lessee may terminate the Lease on written notice.
9. No representative, agreement, or promise has been made by the Lessor, or any agent of Lessor, except as stated herein or in a written communication to the Lessee signed by the Lessor, and this lease may not be changed, varied, or extended except by instrument in writing signed by both parties hereto. It supersedes any and all prior agreements and understandings between the parties hereto with respect to the leased property and premises and the terms of this agreement.
10. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property caused by or arising from any act or omission of Lessee, or of any of its agents, employees, licenses, or invitees, or occasioned by the failure of Lessee to maintain any of Lessee's equipment located on the premises. Lessor owns no vehicles and has no auto liability insurance. Lessor has no uninsured/underinsured motorist coverage. Lessor has no employees and has no worker's compensation insurance. In

the event Lessor is awarded bid for tower services, Lessor shall provide proof of general liability coverage as stated in the bid packet.

11. Lessor leases the surface property from a third party. The property is operated for ranching, and leased for hunting, and oil and gas. There is livestock and wildlife on the property, including snakes, spiders, scorpions, etc. Lessee or its agents, contractors, or subcontractors should be notified of the activities and the wildlife.
12. The tower building is equipped with an Argus Security System which monitors tower lights, temperature, and unauthorized entry. A code is required to gain entry to the site. Lessor recommends that Lessee or its agents, contractors, or subcontractors telephone Lessor prior to working at the site to avoid any unwarranted calls to law enforcement officials.
13. In any 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 provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
14. This agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
15. 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
16. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.
17. No waiver by Lessor or Lessee of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

18. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

19. At any time after the initial twelve (12) months of the term of this lease, this agreement may be terminated by Lessee without cause upon thirty (30) days written notice and payment of a Termination Fee equal to one-half (1/2) of the rent payable under the balance of the current term of this lease.

IN TESTIMONY WHEREOF, witness our hands this, the 25 day of May
2009.

APPROVED BY COMMISSIONER'S COURT ON May 25, 2009.

COUNTY OF HIDALGO

By: 

Juan D. Salinas, III County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

ATTEST:


Arturo Guajardo, County Clerk

LESSOR:


MCALLEN COMMUNICATIONS CO., INC

James A. McAllen, President
P. O. Box 1139
Edinburg, TX 78540-1139
956-383-1960

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

EXHIBIT "A"



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST**

**HIDALGO COUNTY "LEASE OF TOWER SPACE"
Bid No: 09-023-02-25-YSI**

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 3 pages.
4. Exhibit "1" consisting of 1 page.
5. Exhibit "B" Bid Page consisting of 1 page.
6. Exhibit "C" Insurance Requirements consisting of 4 pages.
7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.
9. Draft Requirements Agreement consisting of 8 pages.
10. Certification Regarding Debarment 1 page.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 09, 2009

Date



PURCHASING DEPARTMENT
County Of Hidalgo

February 09, 2009

Re: **HIDALGO COUNTY**
Request for Bids -"LEASE OF TOWER SPACE"
Bid No: 09-023-02-25-YSI

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

Bid No: 09-023-02-25-YSI	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626
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REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT “LEASE OF TOWER SPACE”

**BID OPENING DATE:
February 25, 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: 09-023-02-25-YSI

1. Sealed bids will be received for **"HIDALGO COUNTY-LEASE OF TOWER SPACE"** 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-09-023-02-25-YSI-HIDALGO COUNTY-LEASE OF TOWER SPACE"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 25, 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 - 09-023-02-25-YSI - RFB-HIDALGO COUNTY-LEASE OF TOWER SPACE"**. 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-LEASE OF TOWER SPACE"**
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

Bid Opening, 9:30 AM	<u>February 25, 2009</u>
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. Clossner, 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
“LEASE OF TOWER SPACE”
BID NO.: 09-023-02-25-YSI

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: _____

Exhibit "A"

**HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
(DEPARTMENT OF EMERGENCY MANAGEMENT)
"LEASE OF TOWER SPACE"
RFB NO. 09-023-02-25-YSI
SPECIFICATIONS**

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 Fuel Tank

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

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 (1) 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.

Premises:

Shelter must be a minimum of eight (8) square feet inside. Premises must also include a secured fenced in area outside of shelter to store a generator (generator base measuring 47" x 24") and one (1) standard 500 gallon propane tank.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL yvette.islas@co.hidalgo.tx.us NO LATER THAN, Wednesday, February 18, 2009 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, February 20, 2009 by 5:00 p.m.

EXHIBIT "1"

HIDALGO COUNTY "LEASE OF TOWER SPACE"

RFB No. 2009-023-02-25-YSI



EXHIBIT "B"

HIDALGO COUNTY "LEASE OF TOWER SPACE"

RFB No. 2009-023-02-25-YSI

BID PAGE

<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 NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE

EXHIBIT “C”
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than
Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: _____.

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity

Date

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
OR								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).

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 on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



PURCHASING DEPARTMENT
County Of Hidalgo

February 13, 2009

RE: **ADDENDUM NO.1**
FOR RFB No.: 2009-023-02-25-YSI
"LEASE OF TOWER SPACE"- HIDALGO
COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**"- request for bids for "**LEASE OF TOWER SPACE**".

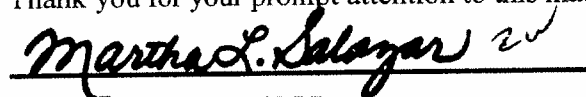
Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFQ packet for "**LEASE OF TOWER SPACE**"-**HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

COMPANY NAME

MLS/ysi
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 1

February 13, 2009

**“LEASE OF TOWER SPACE”
RFB NO.: 09-023-02-25-YSI**

ACCEPTANCE DATE: WEDNESDAY, FEBRUARY 25, 2009 at 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. UNDER REQUEST FOR BIDS (RFB) Exhibit “A”: Specifications & Requirements, Terms & Conditions, Installed Equipment. Please disregard the following Note:

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

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, February 13, 2009, for RFB –“LEASE OF TOWER SPACE”-HIDALGO COUNTY.

Printed Bidder Name

Date

Company Name

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR
BID PACKET, IN ORDER TO COMPLETE THE BID.**



PURCHASING DEPARTMENT
County Of Hidalgo

February 20, 2009

RE: **ADDENDUM NO.2**
FOR RFB No.: 2009-023-02-25-YSI
"LEASE OF TOWER OF SPACE"-
HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**"- request for bids for "**LEASE OF TOWER SPACE**".

Please add this **ADDENDUM NO. 2** to you bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your RFQ packet for "**LEASE OF TOWER SPACE**"-**HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

COMPANY NAME

MLS/ysi
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 2
FEBRUARY 20, 2009

“LEASE OF TOWER SPACE”

RFB NO.: 09-023-02-25-YSI

PLEASE NOTE THE FOLLOWING CHANGES:

1. **Bid opening date has changed from Wednesday, February 25, 2009 at 9:30 am to Wednesday, March 04, 2009 at 9:30 am.**
2. All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at yvette.islas@co.hidalgo.tx.us no later than Wednesday, February 18, 2009 at 5:00 pm. **Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Wednesday, February 25, 2009, 5:00 pm.**

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, February 20, 2009, for RFB –“LEASE OF TOWER SPACE”-HIDALGO COUNTY.

Printed Bidder Name

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.



PURCHASING DEPARTMENT
County Of Hidalgo

February 25, 2009

RE: **ADDENDUM NO.3**
FOR RFB No.: 2009-023-02-25-YSI
"LEASE OF TOWER OF SPACE"-
HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 3, PAGES 1 & 2 of 2** in connection with "**HIDALGO COUNTY**"- request for bids for "**LEASE OF TOWER SPACE**".

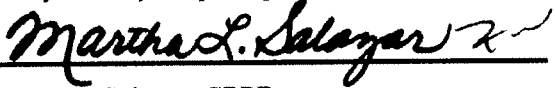
Please add this **ADDENDUM NO. 3** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 3 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 3** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 3** will complete your RFQ packet for "**LEASE OF TOWER SPACE**"-**HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 3
ACKNOWLEDGMENT OF RECEIPT

COMPANY NAME

MLS/ysi
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 3

FEBRUARY 25, 2009

“LEASE OF TOWER SPACE”

RFB NO.: 09-023-02-25-YSI

PLEASE NOTE THE FOLLOWING CHANGES:

A.) Exhibit “A”, Specifications & Requirements, Terms & Conditions #19, please note the following ***correction.***

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 Lessee. 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.

B.) Exhibit “A”, Specifications & Requirements, Terms & Conditions, please add the following as #21.

21). 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.

(Add3) 1 of 2



PURCHASING DEPARTMENT
County Of Hidalgo

C.) All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at yvette.islas@co.hidalgo.tx.us no later than Wednesday, February 18, 2009 at 5:00 pm. **Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Monday, March 02, 2009, 5:00 pm.**

I, _____, acknowledge receipt of ADDENDUM NO. 3 dated, February 25, 2009, for RFB –“LEASE OF TOWER SPACE”-HIDALGO COUNTY.

Printed Bidder Name

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.



PURCHASING DEPARTMENT
County Of Hidalgo

February 27, 2009

RE: **ADDENDUM NO.4**
FOR RFB No.: 2009-023-02-25-YSI
"LEASE OF TOWER OF SPACE"-
HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 4, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**"-request for bids for "**LEASE OF TOWER SPACE**".

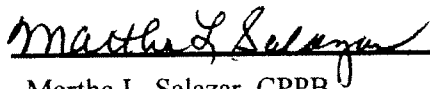
Please add this **ADDENDUM NO. 4** to you bid packet so as to permit your company to submit a complete bid. See original bid packet **LEGAL NOTICE** page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 4 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 4** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 4** will complete your RFQ packet for "**LEASE OF TOWER SPACE**"-**HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 4
ACKNOWLEDGMENT OF RECEIPT

COMPANY NAME

MLS/ysi
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 4

FEBRUARY 27, 2009

“LEASE OF TOWER SPACE”

RFB NO.: 09-023-02-25-YSI

PLEASE NOTE THE FOLLOWING CHANGES:

1. Bid opening date has changed from Wednesday, March 4, 2009 at 9:30 am to **Wednesday, March 11, 2009 at 9:30 am.**
2. All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at yvette.islas@co.hidalgo.tx.us no later than Wednesday, February 18, 2009 at 5:00 pm. **Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Friday, March, 6 2009, 5:00 pm.**

I, _____, acknowledge receipt of ADDENDUM NO. 4 dated, February 27, 2009, for RFB –“LEASE OF TOWER SPACE”-HIDALGO COUNTY.

Printed Bidder Name

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

EXHIBIT "B"

EXHIBIT "B"

HIDALGO COUNTY "LEASE OF TOWER SPACE"

RFB No. 2009-023-02-25-YSI

BID PAGE

<u>BID PER:</u>	<u>BID AMOUNT:</u>
MONTH	\$ 976.80

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: McAllen Communications Co., Inc.

ADDRESS: P. O. Box 1139

CITY/STATE/ZIP CODE: Edinburg, TX 78540-1139

PHONE & FAX NO'S: (956) 383-1960, (956) 380-0112 fax

CELLULAR NO: (956) 605-4895

E-MAIL ADDRESS: vicki@mcafranch.com

AUTHORIZED SIGNATURE:

PRINTED NAME: James A. McAllen

TITLE President

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF PROPERTY INSURANCE		DATE 03-30-09
PRODUCER R. B. Carter Agency Box 128 Elsa, Tx 78543	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
COMPANIES AFFORDING COVERAGE		
COMPANY A First National Ins. Co.		
COMPANY B		
COMPANY C		
COMPANY D		
INSURED McAllen Communications Co., Inc. Box 1139 Edinburg, Tx 78539		

COVERAGES							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD	04CC215875-1 04CC215875-2	04-16-08 04-16-09	04-16-09 04-16-10	<input checked="" type="checkbox"/> BUILDING <input checked="" type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	\$ 36,100. \$ 20,000. \$ \$ \$ \$ \$ \$ \$	
	<input type="checkbox"/> INLAND MARINE TYPE OF POLICY CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER <input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$ \$ \$ \$ \$	
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$	
	<input type="checkbox"/> OTHER					\$ \$	
	LOCATION OF PREMISES/DESCRIPTION OF PROPERTY						
	SPECIAL CONDITIONS/OTHER COVERAGES						

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Dept 2812 S. Highway Bus 281 Edinburg, Texas 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>G. I. Carter</i> G. I. Carter
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03-30-09

PRODUCER R. B. Carter Agency Box 128 Elsa, Texas 78543 956-262-1368	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED McAllen Communications Co, Inc P. O. Box 1139 Edinburg, Tx 78540	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: First National Ins. Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: First National Ins. Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: First National Ins. Co													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	04CC215875-1	04-16-08	04-16-09	EACH OCCURRENCE \$ 500,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 500,000. PRODUCTS - COM/OP AGG \$ 500,000.
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	04-CC215875-2	04-16-09	04-16-10	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

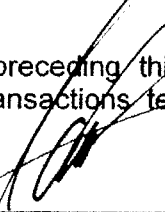
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is Additional Insured.

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department 2812 S. Highway Bus. 281 Edinburg, Tx 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE G. L. Carter <i>[Signature]</i>
--	---

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: James A. McAllen
Title: President
Telephone Number: (956) 383-1960
Date: 3-10-09

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

2002499

Filed for Record in
Hidalgo County
by Notary Public
County Clerk

Doc No. 29-2009 of 02/25/09

and Recording

Document Number: 2002499
Total Fees: 12.00

2009

Valencia Greater Dept. C

1 Name of person who has a business relationship with local governmental entity.

McAllen Communications Co., Inc.

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity
James A. McAllen as President of McAllen Communications Co., Inc.

Date

21 MAY 2009



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 1

February 13, 2009

"LEASE OF TOWER SPACE"
RFB NO.: 09-023-02-25-YSI

ACCEPTANCE DATE: WEDNESDAY, FEBRUARY 25, 2009 at 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. UNDER REQUEST FOR BIDS (RFB) Exhibit "A": Specifications & Requirements, Terms & Conditions, Installed Equipment. Please disregard the following Note:

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

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, February 13, 2009, for RFB—"LEASE OF TOWER SPACE"-HIDALGO COUNTY.

Jim McRellan
Printed Bidder Name

24 Feb 2009
Date

McRellan Communications Co, Inc.
Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.



PURCHASING DEPARTMENT
County Of Hidalgo

February 13, 2009

RE: ADDENDUM NO.1
FOR RFB No.: 2009-023-02-25-YSI
"LEASE OF TOWER SPACE"- HIDALGO
COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**"- request for bids for "**LEASE OF TOWER SPACE**".

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFQ packet for "**LEASE OF TOWER SPACE**"-**HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.

Martha L. Salazar *MS* BY: _____
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

McWor Communications Co, Inc
COMPANY NAME

MLS/ysi
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 2

FEBRUARY 20, 2009

“LEASE OF TOWER SPACE”

RFB NO.: 09-023-02-25-YSI

PLEASE NOTE THE FOLLOWING CHANGES:

1. Bid opening date has changed from Wednesday, February 25, 2009 at 9:30 am to **Wednesday, March 04, 2009 at 9:30 am.**
2. All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at yvette.islas@co.hidalgo.tx.us no later than Wednesday, December 03, 2008 at 5:00 pm. **Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Wednesday, February 25, 2009, 5:00 pm.**

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, February 20, 2009, for RFB –“LEASE OF TOWER SPACE”-HIDALGO COUNTY.

McBled Communications Co., Inc

Printed Bidder Name

24 Feb 2009

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.



PURCHASING DEPARTMENT
County Of Hidalgo

February 20, 2009

RE: ADDENDUM NO.2
FOR RFB No.: 2009-023-02-25-YSI
"LEASE OF TOWER OF SPACE"-
HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**"-request for bids for "**LEASE OF TOWER SPACE**".

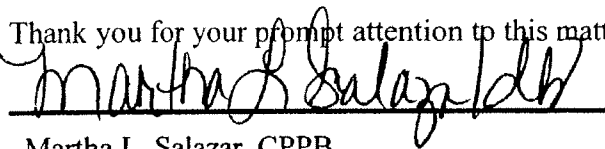
Please add this **ADDENDUM NO. 2** to you bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.


Please be advised that this **ADDENDUM NO. 2** will complete your RFQ packet for "**LEASE OF TOWER SPACE**"-**HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.

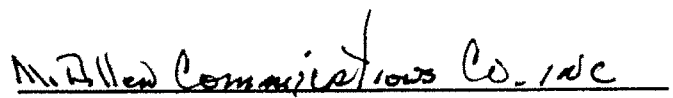


Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:



ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT



COMPANY NAME

MLS/ysi
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

February 25, 2009

RE: ADDENDUM NO.3
FOR RFB No.: 2009-023-02-25-YSI
"LEASE OF TOWER OF SPACE"-
HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 3, PAGES 1 & 2 of 2** in connection with "HIDALGO COUNTY"-request for bids for "LEASE OF TOWER SPACE".

Please add this **ADDENDUM NO. 3** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 3 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 3** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 3** will complete your RFQ packet for "LEASE OF TOWER SPACE"-HIDALGO COUNTY.

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:

ADDENDUM NO. 3
ACKNOWLEDGMENT OF RECEIPT

MCC, INC

COMPANY NAME

MLS/ysi
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

C.) All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at yvette.islas@co.hidalgo.tx.us no later than Wednesday, February 18, 2009 at 5:00 pm. **Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Monday, March 02, 2009, 5:00 pm.**

I, _____, acknowledge receipt of ADDENDUM NO. 3 dated, February 25, 2009, for RFB -"LEASE OF TOWER SPACE"-HIDALGO COUNTY.

McBilled Communication Company, Inc

26 Feb 2009

Printed Bidder Name

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 4

FEBRUARY 27, 2009

"LEASE OF TOWER SPACE"

RFB NO.: 09-023-02-25-YSI

PLEASE NOTE THE FOLLOWING CHANGES:

1. Bid opening date has changed from Wednesday, March 4, 2009 at 9:30 am to **Wednesday, March 11, 2009 at 9:30 am.**

2. All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at yvette.islas@co.hidalgo.tx.us no later than Wednesday, February 18, 2009 at 5:00 pm. **Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Friday, March, 6 2009, 5:00 pm.**

I, _____, acknowledge receipt of ADDENDUM NO. 4 dated, February 27, 2009, for RFB -"LEASE OF TOWER SPACE"-HIDALGO COUNTY.

McAllen Communications Co., Inc.

Printed Bidder Name

10 - March 2009

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

