

Exhibit "A"

HIDALGO COUNTY SHERIFF'S OFFICE "LEASE OF TOWER SPACE" RFB. No. 2019-036-XX-XX-HAG SPECIFICATIONS

Hidalgo County is seeking to lease tower space for the Hidalgo County Sheriff's Office. 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 commercial electricity and air conditioning system.
- 4). Tower shelter should be of construction capable of withstanding sustained hurricane force winds.
- 5). Tower site must have a back up power source, generator preferred, capable of providing electricity for Sheriff's Department equipment and tower operations for a period of forty-eight (48) hours.
- 6). Height of tower should be four hundred forty (440) ft. or taller.
- 7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C and tower provider shall attach a copy of each F.C.C. Antenna Site Registration.
- 8). Tower site shall be an existing site or a new site, with construction to be completed and ready for installation of equipment, meeting all city, county, state, and federal standards by the date of the award of contract. Tower site must be geographically located within 6 nautical miles of the following:

Latitude	Longitude
26.25600556	-98.16222222

- 9). 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.
- 10). Tower rent **must** include cost of electricity.
- 11). Lessor throughout the lease term, will maintain the property and keep it free of waste and

nuisance.

- 12). Lessor throughout the lease term, at his own expense will maintain air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, the doors, the guy wires, the tower structure, the towering warning lights or beacons and all other components of the property.
- 13). 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.
- 14). Lessor agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the lessor's approval/disapproval.
- 15). 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 after installation of Hidalgo County Equipment.
- 16). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, substance) on the site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.
- 17). Lessor must submit property legal description.
- 18). Vendor must provide bid on initial term including all renewal terms.
- 19). Bid award will be based on a total lump sum basis to the lowest bidder meeting all requirements and specifications.
- 20). Hidalgo County Sheriff's Office shall be allowed to substitute or replace equipment used on the property with substantially the same equipment with the prior written consent of Lessor without experiencing an increase in monthly rental costs. However, In the event, Hidalgo County Sheriff's Office desires to add "new" equipment to the property at Hidalgo County Sheriff's Office expense, Hidalgo County Sheriff's Office shall also seek the prior written consent of Lessor, and Lessor shall submit a written proposal to Hidalgo County Sheriff's Office with the proposed additional rental costs associated with the new equipment. If the parties reach an agreement for the additional rental costs due to the addition of new equipment, then the new equipment may be added and Hidalgo County will pay the increased cost.

Equipment to be installed at tower site

Hidalgo County Sheriff's Department will install the following antennas, lines, and transmitters.

- 1 VHF Antenna at or near 440 feet
- 1 VHF Antenna at or near 400 feet

All cables will be 7/8 inch heliax attached to tower with tie wire and/or snap in hangers and

be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 2 VHF transmitters with duplexors.

Two Macom transmitters
Two V.H.F. Duplexors

Premises:

Tower Space(s) at the elevation of 440 and 400 feet on the tower, together with the nonexclusive right to the use of the tower structure for mounting the transmission cables. Approximately 20 square feet, (20 square feet representing two (2) transmitter boxes and (2) duplexors) of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in the equipment building located on the property.

Frequencies:

-TX 155.625 -TX 155.730
RX 154.770 RX 154.815

Terms and Conditions:

- 1). The initial 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 nine (9) additional one (1) year terms.
- 2). 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.
- 3). Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 4). Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
- 5). After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services from the next low bidder(s).
- 6). 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 Lessee 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.
- 7). 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 against such loss and liability, in such amounts as Lessee 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 Lessor.

- 8). 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.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, MONTH XX 2019 BY 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, MONTH XX 2019 by 5:00 p.m.