

MAR 12 2024

ORDER # 18,688

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By [Signature]

**AN ORDINANCE OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS APPROVING THE EXECUTION OF A CONTRACT AWARD FOR RFP #245-24 FOR A 190' COMMUNICATIONS TOWER NEAR QUINLAN TEXAS AS A PART OF THE P25 PUBLIC SAFETY RADIO PROGRAM, AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT, AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, Hunt County issued Request for Proposal ("RFP") #245-24 seeking proposals for the construction of a 190' communications tower as a part of the P25 public safety radio program; and

**WHEREAS**, the six (6) proposals received were evaluated by the scoring committee made up of Hunt County employees knowledgeable and familiar with the requirements of the RFP; and

**WHEREAS**, Sabre Industries scored the highest when evaluated for technical compliance, references, costs and implementation schedule; and

**WHEREAS**, the proposed cost submitted by Sabre Industries were also substantially lower than the next highest scoring respondent; and

**WHEREAS**, the Commissioners, wishing to provide the best value in the use and expenditure of funds, and having reviewed the final proposal as submitted by Sabre Industries, authorizes the County Judge to award and execute a contract for the construction of the communication tower in accordance with the agreed final terms of Sabre Industries RFP #245-24 response.

**BE IT ORDAINED BY THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:**

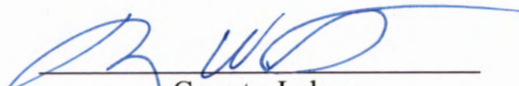
Section 1. Findings. The statements contained in the preamble to this Ordinance are true and correct and are hereby adopted as findings of fact and as part of the operative provision hereof.

Section 2. Approved Execution. That the Hunt Commissioners' Court authorizes the Hunt County Judge to execute a contract with Sabre Industries for the construction of the communication tower in accordance with the agreed final terms of Sabre Industries RFP #245-24 response.


Section 3. Setting an Effective Date. This Ordinance shall take effect immediately upon approval.

The foregoing Ordinance was adopted on March 12, 2024.

(Signatures on following page)

  
\_\_\_\_\_  
County Judge  
Hunt County, Texas

Absent for Vote  
\_\_\_\_\_  
Commissioner, Precinct 1

  
\_\_\_\_\_  
Commissioner, Precinct 2

Philippa. Mait...  
\_\_\_\_\_  
Commissioner, Precinct 3

Jana K. Harris  
\_\_\_\_\_  
Commissioner, Precinct 4

**ATTEST:**



\_\_\_\_\_  
County Clerk  
Hunt County, Texas

# County of Hunt

STATE OF TEXAS

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401



PHONE: (903) 408-4292  
FAX: (903) 408-4242  
thimes@huntcounty.net

## Invitation To Submit Proposal

### Formal Proposal #245-24, 190' Communications Tower for Hunt County Quinlan Tower

Please return (1) Original Proposal and two (2) additional hardcopies, along with one (1) electronic copy in PDF format on USB drive of their response to RFP. subject to Terms and Conditions of this Invitation and other contract provisions, to the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401. Proposals will be accepted until **10:00 A.M. Central Time, Wednesday, February 14, 2024.**

The Hunt County Purchasing Department is willing to assist any contractor in the interpretation of document provisions or explanation of how forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4292.

**For additional information, contact Tammy Himes, Purchasing Agent in writing/e-mail or by fax at (903) 408-4242 prior to 10:00 A.M. Central Time, Tuesday, February 6, 2024.**

### READ CAREFULLY

Please quote prices on the articles on the attached proposal sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible offer. Proposals are to be returned sealed in an envelope clearly indicating that a proposal enclosed and reflecting the proposal number.

By submitting this proposal, the undersigned hereby certifies that said proposal has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the contractor to another contractor or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the contractor to fully comply with the terms and conditions of the attached Invitation to Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein. **You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: Sabre Industries, Inc.\_

Address: 8653 E. HWY 67\_

Contact Name: Brian Newberg

City, State, Zip: Alvarado, TX 76009

Telephone Number: 712-454-7100

FAX Number: \_\_\_\_\_

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

By: Brian Newberg \_\_\_\_\_

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

**(THIS PROPOSAL IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)**

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR PROPOSALS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised proposals; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

**ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

**ADDENDA**

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned proposal package.**

**ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioners Court.

**AWARD**

Hunt County reserves the right to award this contract on the basis of **LOWEST AND BEST PROPOSAL** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

**PROPOSAL FORM COMPLETION**

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete proposal/bid form and TWO (2) additional hardcopies along with one (1) electronic copy in PDF format on USB drive of their response to the RFP in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE PROPOSAL NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSALS."** An authorized representative of the offeror should sign the Proposal Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with proposal. The completed Form 1295 with the certification of filing and signature must be returned with the proposal. The completed Israel Boycott Verification Form, signed and notarized must be returned with the proposal. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

**PROPOSAL RETURNS**

Offerors must return all completed proposals to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75403, **before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. Late proposals will not be accepted.

**BONDS**

If this proposal requires submission of proposal guarantee and performance bond, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's check is not acceptable.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

**CHANGE OF OWNERSHIP**

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

**CONFLICT OF INTEREST IN CONTRACTS**

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR PROPOSALS**

**CONTRACT OBLIGATION**

Hunt County Commissioners' Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioners Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

**DIGITAL FORMAT**

If offeror obtained the proposal specifications in digital format in order to prepare a response, *the proposal must be submitted in hard copy* according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specification *as published* shall control. Furthermore, if an alteration of any kind to the County's proposal specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

**DISQUALIFICATION OF OFFEROR**

Upon signing this proposal document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

**DRUG FREE WORKPLACE**

All vendors shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this proposal project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

**E-MAIL ADDRESS CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this proposal/proposal or otherwise.

**ERRORS or OMISSIONS**

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the contractor. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the contractor to determine the full extent of the exposure.

**EVALUATION**

Evaluation shall be used as a determinant as to which proposal items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioners' Court. Compliance with all proposal requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any proposal.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR PROPOSALS**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

**GOVERNING LAW**

This invitation to proposal is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

**GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

**HIPAA COMPLIANCE**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all third party claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request. Indemnification provided in this Agreement shall only be proportionate to the degree of negligence or willful misconduct of the indemnifying party. The indemnifying party shall not be liable for any damages or losses that are not directly caused by its negligence or willful misconduct.

**INSPECTIONS & TESTING**

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate. Offeror's proposed schedule and price does not contemplate any disruptive or additional holding and supervisory conditions caused by inspections from County or County's representative at Offeror's facility during the manufacturing process. For confidentiality, safety and scheduling reasons, Offeror, at its sole discretion, reserves the right to approve the presence or supervision of County or County's representative at Offeror's facility during any phase of the manufacturing process and may require County or its representative to sign a Non-Disclosure Agreement prior to entering Offeror's premises.

**INTER-LOCAL PARTICIPATION**

It is hereby made a precondition of any proposal/offer for a Contract for supplies or services and a part of these specifications, that the submission of any proposal/offer in response to this request constitutes a proposal/offer made under the same conditions, for the same price, and for the same effective period as this proposal/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

**INTER-NET DISCLAIMER**

Hunt County will not be Responsible or Liable for errors and omissions within proposal documents and proposal addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining proposal information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this proposal.

**INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Upon credit approval by Offeror, County shall pay one hundred percent (100%) of the invoice amount within thirty (30) days of receipt of Offeror's invoice (Net 30). County's obligation to pay the Purchase Order price is absolute and unconditional and is not subject to retainage, cancellation, reduction, setoff, withholding or counterclaim. If County fails to make payment(s) of undisputed amounts of the Bidder's invoice when due, other than in connection with a good faith dispute of the amount owing or by reason of the breach of this Agreement by Bidder, Bidder may suspend any portion of its performance hereunder if such failure to pay continues for fifteen (15) days following due date. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the

offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR PROPOSALS

MAINTENANCE

Maintenance required for equipment proposal should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

MULTIPLE PROPOSAL AWARD

At the discretion of the Commissioners' Court, Proposals may or may not be awarded to a separate vendor. Hunt County reserves the right to concurrently award this proposal to the Second Lowest Proposer. The Second Lowest Proposer may provide services requested by Hunt County in the event that the Low Proposer experiences circumstances, which prevent the Low Proposer from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal or proposal, that proposal or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential proposers are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage, and other charges are to be prepaid by the contractor and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified, or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

. **Hunt County will not accept or pay any *Interchange Fees or Credit Card Processing Fees*** associated with Procurement Card Transactions.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery, and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**



**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR PROPOSALS**

**RECYCLED MATERIALS**

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

**TAXES**

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Either Party reserves the right to terminate the contract for default upon written notice of termination if the other Party materially breaches any of the terms therein, if such breach continues uncured for a period of thirty (30) days after written notice of such breach. A material breach includes, but is not limited to, an event whereby the other party breaches any warranties, becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary bankruptcy petition, acquiesces to any involuntary bankruptcy petition or is adjudicated bankrupt. Offeror may terminate this Agreement for cause if Hunt County fails to pay Offeror any undisputed amount due as set forth in this Agreement, and such failure continues for fifteen (15) days following due date. Such right of termination is in addition to and not in lieu of any other remedies which each Party may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to either Party's satisfaction and/or to meet all other obligations and requirements. Either Party may terminate the contract without cause upon thirty (30) days written notice to the other Party. The Parties' obligations regarding indemnity, liability, confidentiality, payment and warranty shall survive termination for convenience by either Party.

Termination charges on uncompleted Goods shall not exceed Offeror's cost at the end of the notice period following termination. Offeror's cost shall include direct and indirect costs, including materials, labor and overhead, but shall not include any profit on work performed to date on uncompleted Goods. Charges for all completed Goods shall be the selling price as stated in the Purchase Order or most recent change order.

**TITLE TRANSFER**

Title, ownership, risk of material obsolescence, risk of material market value decline and Risk of Loss of goods shall not pass to Hunt County until the goods have been delivered. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

**WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense.

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR PROPOSALS

**VENDORS OWING TAXES**

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date proposals/proposals are due. Contractors with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their proposal in order to ensure that their proposal will be considered. Tax records are available online at the Hunt County Tax Office website — [www.hctax.info](http://www.hctax.info). Prior to submitting a proposal, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all proposals, proposals, quotations and contracts due on or after January 1, 2008.

Revised 1/09

## OPENING DATE, TIME.PROCEDURES.CONTACTS

- A. For 190' Communications Tower for Hunt County Quinlan Tower.

**The (1) original proposal and two (2) additional hardcopies, along with one (1) electronic copy in PDF format on USB drive must be submitted on or before 10:00 A.M. Central Time. Wednesday, February 14, 2024.**

Delivered to:

Hunt County Purchasing Department  
2507 Lee Street, Room 104  
Greenville, TX, 75401

**NO FAX OR EMAIL BIDS WILL BE ACCEPTED.**

- B. **All responses, including a "NO BID", are due by the due date.**
- C. **Any response received after the date and hour set for Proposal opening will be returned unopened.**
- D. Proposals may be withdrawn at any time prior to the official opening by notifying Hunt County Purchasing Department in writing. Proposals will be publicly acknowledged at the Purchasing Office on the date and time stated in the cover sheet. Proposers, their representatives and interested persons may be present. ***The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing proposers and kept secret during negotiations.*** However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and that is clearly and SPECIFICALLY identified as such by proposer. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission. All submitted material is subject to release pursuant to the Texas Public Information Act. Material not specifically and legitimately identified as trade secrets or financial information or other confidential information shall be presumed and treated as not confidential.
- E. **No oral explanation regarding the meaning of the RFP** will be made and no oral instructions will be given before the award of the contract. Request from interested Respondents for additional information or interpretation of the information included in the Proposal package should be directed in writing, via email to:

Chris Kilmer, Facilities Director  
Hunt County

[ckilmer@huuntcounty.net](mailto:ckilmer@huuntcounty.net)

or

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with cc (Carbon Copy) of email to [thimes@huntcounty.net](mailto:thimes@huntcounty.net)

Please contact Facilities Assistant Director, Laizza Harkey if you should have any questions. Mrs. Laizza Harkey at (903) 408-4225-office.



## **Hunt County, Texas**

# **REQUEST FOR PROPOSALS**

## **190' COMMUNICATIONS TOWER**

**RFP Release Date:**  
**Tuesday January 16, 2024**

**Pre-Proposal Conference and Site Survey Date:**  
**Tuesday January 30, 2024 @ 9:30am**

**Questions Submission Deadline Date:**  
**Tuesday February 6, 2024 @ 10:00am**

**Proposals Due Date:**  
**Wednesday February 14, 2024 @ 10:00am**

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## **ATTACHMENTS**

Attachment 1: Proposal Pricing Sheet & Point-by-Point Response Form

Attachment 2: Sample Forms

Attachment 3: Land Title Survey

Attachment 4: Construction Drawings (Tower Compound)

Attachment 5: FAA Aeronautical Study

Attachment 6: Geotechnical Testing Report

Attachment 7: L3Harris Site Grounding and Lightning Protection Guidelines T4618RevF

Attachment 8: NATE Checklist for Evaluating Qualified Contractors

Attachment 9: AIA Forms G702 & G703 (Sample)

## 1.1 INFORMATION FOR RESPONDENTS

### 1.2 Legal Notice – Request For Proposals

The Hunt County (“County” or “HC”) is accepting proposals for a communications tower to provide the County with an antenna mounting structure in Quinlan, Texas to facility the deployment of the County’s P25 trunked public safety grade radio system in the southern portion of the County. Proposal Packets, including all Attachments, may be obtained at <https://www.huntcounty.net/page/hunt.purchasing>. Once on the Hunt County website scroll down and click on Current Bid Opportunities and then select the Communications Tower RFP. **Sealed proposals are due by Wednesday February 14, 2024 @ 10:00am**, at which time they will be publicly opened. Hunt County reserves the right to reject any and all proposals.

### 1.3 Introduction

Hunt County (“County”) provides emergency communications services for its agencies. The County is requesting sealed proposals from qualified firms to provide equipment and services for a new communication tower and site improvements to provide an operational facility and structures to support the County’s deployment of a P25, trunked, public safety grade radio system to serve the County and its agencies in the southern portion of the County. Proposal scope shall include all planning and design and complete implementation of the required communication tower and the necessary site improvements defined herein on a “turnkey” basis. This turnkey project shall include all hardware, installation, design, warranty and maintenance, testing, and documentation, and all costs associated with providing the fully functional communications tower as described in this Request for Proposals (“RFP”).

The terms and conditions specified in this document will apply to the RFP as a whole, including all options addressed by the RFP. Only those respondents fully capable of complying with the terms and conditions stated herein will be considered qualified for an award and subsequent contract.

It is the intention of the County to execute a contract with the contractor whose proposal is deemed most advantageous in accordance with the evaluation criteria specified in this RFP. The County may conduct post-proposal discussions with any or all respondents deemed to be reasonably qualified for award. "Post-Proposal discussions" include, but are not limited to, requests for additional information, interviews, requests for proposal modifications or revisions and requests for "best-and-final" offers. The County may reject any part of any, or all, proposals.



Hunt County is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit Proposals.

#### **1.4 Background Information**

The County has contracted with L3Harris through a previous RFP process to upgrade its existing conventional public safety radio system to a P25 trunked system. L3Harris is responsible for providing the P25 trunked radio and network equipment, microwave backhaul, and subscribe units. L3Harris is also responsible for all system equipment installations at all the tower sites that are part of the County's radio system including the new tower in Quinlan, Texas that this procurement is directly associated with.

Per the L3Harris system design, the County's new P25 radio system will operate in the 700/800 MHz band and will require seven (7) total tower sites strategically located throughout the County to achieve the County's coverage requirements. Two of the sites are located on the property of the L3Harris Facility located in Greenville, Texas. Only one of the of the tower locations associated with this project will be a complete "greenfield" build from open land. All other sites are leased tower sites or existing sites that the County or the L3Harris Facility have use of through either direct ownership or through an interlocal agreement.

#### **1.5 Definition of Terms**

"RFP" shall refer to this Request for Proposals. "Proposal" shall mean a written offer to provide the equipment and services in accordance with requirements specified herein.

"Respondent" or "Proposer" shall mean a person, firm or corporation who submits a Proposal to provide equipment, material, and/or services necessary in the performance of the requirements specified herein.

"County" shall refer to Hunt County in the state of Texas and any official Hunt County departments and agencies.

"Site" or "Tower Infrastructure" shall refer to the physical land, proposed tower structure, and/or proposed improvements as required per this RFP.

"Furnish", "provide", "propose", or "offer" shall mean to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.

“Must”, “shall”, “should”, “will”, “is required”, and “are required” are terms that identify a mandatory item or factor. Failure to comply with a mandatory item or factor may result in the elimination of the Respondent’s Proposal from future consideration.

“Agreement”, “Contract”, or “award” shall refer to the TOWER purchase contract that will be negotiated with the Respondent deemed most qualified per Section 1.13.

“Contractor” shall mean a person, firm or corporation awarded a Contract(s) (i.e. the selected Respondent) through this RFP process to provide the equipment and services specified herein.

“Buyer” shall refer to the legal entity entering into a purchase Agreement with the Contractor for the purchase of good and services as defined by this RFP and subsequent contract documents.

“L3Harris” shall refer to the radio equipment vendor that Hunt County has contracted with to provide the P25 radio equipment.

## **1.6 Turnkey Approach**

The desired proposal is one in which the Contractor delivers, installs, and configures specified equipment and provides training, as needed, and documentation. This RFP specifies equipment and performance standards. It is the Contractor’s responsibility to determine the specific hardware, accessories, and services required to deliver the tower required to successfully support the County’s P25 radio equipment at the Quinlan site. The County will not issue change orders based on the fact that a detail was omitted from the Contractor’s proposal.

## **1.7 RFP Requirements**

The County views this RFP as the framework to be used by the Respondent in preparing and submitting a proposal, and as an integral part of the final contractual agreement to be negotiated with the Contractor. It is important for the Respondent to become familiar with the paragraph items within this section, as they will prevail in the event of any discrepancies or differences between project-related or contractual documents.

### **1.7.1 RFP Procedural & Content Questions**

The County has designated **Tammy Himes** as the “RFP Manager” for this project. The RFP Manager shall serve as the single point of contact throughout this procurement process. Any

potential respondent requiring further clarification of the RFP procedure contained herein should submit specific questions via email to:

Tammy Himes  
Hunt County Purchasing Agent  
[thimes@huntcounty.net](mailto:thimes@huntcounty.net)

During the review of the RFP and preparation of the Proposal, certain errors, omissions, or ambiguities may be discovered. Any explanation, clarification, or interpretation desired by a Respondent regarding any part or portion of this RFP must be requested in writing by **Tuesday February 6, 2024 @ 10:00am (Deadline for Questions Submission)**. Interpretations, corrections, or changes to the RFP made in any other manner are not binding, and respondents shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the Contract are not binding.

The attempt to question staff or representatives of the County or municipalities within the County, verbally or otherwise, may result in disqualification.

Requests for explanations or clarifications may also be submitted via email to the RFP Manager as noted above. The email subject line must clearly identify the RFP by title.

### **1.7.2 Right To Amend**

The County reserves the right to amend or supplement the Request for Proposals giving equal information and cooperation to all Respondents. Any interpretations, corrections, or changes to the RFP will be made by addendum via the County's website at <https://www.huntcounty.net/page/hunt.purchasing>. Sole issuing authority of addenda shall be vested in the RFP Manager. Only information supplied in the RFP and official addenda shall be used in the preparation of Proposals.

### **1.7.3 Compliance With Regulations**

The selected Respondent shall comply with all rules, regulations, ordinances, codes, and laws; shall secure and pay for permits and licenses necessary for initiation and completion of work, and shall adhere to any provisions of Social Security, Worker's Compensation or Unemployment Insurance Laws (local, state, or federal). Respondents must disclose any fines, sanctions, debarment, or litigation involving the company or its employees during the last five (5) years.

#### 1.7.4 Submission of Proposals

##### **PLEASE READ THIS SECTION CAREFULLY**

The Respondent must submit (1) original and two (2) additional hardcopies along with one (1) electronic copy in PDF format on USB drive of their response to the RFP. If the Proposal contains confidential information as defined in Section 1.6.5, the Respondent shall also submit one redacted electronic copy of the proposal in PDF format with confidential information removed. Proposals must be submitted in a sealed package or container marked “**190’ COMMUNICATIONS TOWER RFP – SEALED**” to the address below no later than **Wednesday February 14, 2024 @ 10:00am**. The public proposal opening will immediately follow. All proposals received after **February 14, 2024 @ 10:00am** will be considered non-responsive. **Faxed or electronic transmitted proposals WILL NOT be accepted.** It is the responsibility of the Respondent to ensure that the Proposal is received in a timely manner. Proposals received after the submission deadline will not be considered for award, regardless of whether or not the delay was outside the control of the Respondent. Hunt County reserves the right to negotiate with any and all Respondents submitting timely Proposals. The letter transmitting the proposal must be signed by an officer of the firm/organization authorized to bind the respondent as required by this solicitation.

Hunt County Courthouse  
Purchasing Department, Suite #104  
(Attention: Tammy Himes)  
2507 Lee Street  
Greenville, Texas 75401

**Note:** Delivery of a proposal in person should be made by entering through the north doors of the Courthouse below grade and accessing the building by going through the security checkpoint.

#### 1.7.5 Disclosure of Proposal Contents

Texas procurement codes require that proposals are handled and utilized in a manner that avoids disclosure of the contents to competing firms and keeps the proposal contents confidential during evaluations and contract negotiations. Designated participants in the proposal evaluation process will certify their concurrence with the confidentiality policy through an agreement with the County. The Respondent understands that any material supplied to the

County may be subject to public disclosure under public records statutes after award of a contract. Trade secrets and confidential information in proposals are not open for public inspection or disclosure if such information is clearly identified and contained on a separate page in the proposal. This identification shall be performed by individually marking each relevant page with the words "Proprietary Information". Per Texas procurement codes, pricing information for goods or services is not considered confidential information.

If the Respondent fails to identify proprietary information, they agree that by submission of their proposal any and all unmarked pages shall be deemed non-proprietary and made available upon public request.

#### **1.7.6 Cost of Proposal**

This RFP does not commit the County to pay any costs incurred by any Respondent in preparation and/or submission of a Proposal, or for procuring or contracting for the items to be furnished under this RFP. All costs directly or indirectly related to responding to this RFP, including all costs incurred in providing supplementary documentation or presentation which may be required by the County will be borne by the Respondent.

Each respondent will be responsible for all costs incurred in preparing or responding to this RFP. The Respondent agrees to bear all risks for loss, injury, or destruction of hardware, software or goods and materials (ordered or supplied as the result of the eventual Contract) which might occur prior to delivery to the County; and such loss, injury, or destruction shall not release the Respondent from any obligations under this RFP or any resulting Contract.

#### **1.7.7 Rights to Proposal and Contractual Material**

All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material submitted by the Respondent shall become property of the County upon receipt.

#### **1.7.8 Right of Rejection**

The County reserves the right to reject proposals from any Respondent who does not satisfy the requirements set forth herein as to their reliability and technical capability. The County also reserves the right to reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to be in the best interest of the County.

**1.7.9 Withdrawal of Proposal**

A Proposal may be withdrawn by a duly authorized representative of the Respondent at any time prior to the proposal submission deadline, upon presentation of acceptable identification.

**1.7.10 Amending of Proposals**

A Respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements of a previously submitted proposal and must be clearly identified as such in the transmittal letter. The County will not merge, collate, or assemble proposal materials.

**1.7.11 Proposal Offer Firm**

Responses to this RFP, including pricing information, will be considered firm for thirty (30) days after the latter of: 1.) the due date for receipt of proposals; or 2.) the date of receipt of the Respondent's last, best-and-final offer is submitted.

**1.7.12 Exceptions to RFP Specifications**

Although the specifications in the following sections represent the anticipated needs of the County and its agencies, there may be instances in which it is in the County's interest to permit exceptions to the specifications and accept alternatives.

It is important that the Respondent make clear where exceptions are taken to the specifications and how the Respondent will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of the specifications must be clearly identified as such together with reasons for taking exceptions. The Respondent should explain the benefit of the exception and how the proposed alternative meets or exceeds the intention of the original specification. If the Respondent does not make clear that an exception is being taken, this will be deemed to mean that the Proposer is responding to, and will meet, the specification as written.

A Point-by-Point Response Form is provided in Attachment 1. This Form should be used by the Responder to document any and all exceptions as it relates to the RFP and all issued Addendums.

**1.7.13 Consideration of Proposals**

Discussions may be conducted with respondents capable of being selected for the award for the purpose of clarification. Until award of the Contract is made by the County, the right will be

reserved to reject any or all proposals, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the County. Respondent and County agree to negotiate in good faith to reach a mutually acceptable Contract for specific work as detailed in the RFP. In the event that the parties are unable to reach a Contract within ten (10) business days from the award of this Agreement, Respondent may refuse to proceed with the work, and Respondent shall not have any further obligations or liabilities to the County.

#### **1.7.14 Discovery**

The County may elect to conduct any of the following additional activities with any respondent:

1. Equipment and products demonstrations
2. Reference checking
3. Client site visits
4. Meetings/interviews with Respondent representatives

#### **1.7.15 RFP Termination**

The County reserves the right, at their sole and unqualified discretion, to cancel this RFP at any time.

#### **1.7.16 Surety (Bid) Bond**

Hunt County shall be the Obligee of the required surety bond (i.e. bid bond) associated with proposals. The Respondent shall make payable to Hunt County, a surety bond in an amount equal to 5% of the total proposal price of all hardware, software, and services, excluding options, to be provided under the Contract. The surety bond shall be issued by a surety authorized to do business in the State of Texas. No cash, checks, certified check, cashier's check or other forms of payment will be accepted. The selected Respondent's bond will be retained until the Contract has been executed and the Respondent/Contractor has furnished the required payment and performance bonds.

The County reserves the right to retain all other respondents' surety bonds for up to 180 days from proposal receipt deadline or until the Contract is executed, whichever is earlier. In the event that the parties are unable to reach a mutually acceptable Contract within thirty (30) business days from the award of this Agreement, neither party shall hold the other party liable for the loss or forfeiture of any bid bonds or performance bonds submitted in connection with this project. Each party shall take all necessary and prompt actions to release or return any such

bonds.

**1.7.17 No Obligation**

This procurement in no manner obligates the County or any of its agencies to the eventual purchase, rental, or lease of any software, hardware or services offered until authorized by the County and confirmed by a written contract signed by an authorized representative of the County.



### 1.8 Pre-Proposal Conference

The County will conduct a Pre-Proposal Conference for all interested parties.

Date / Start Time: Tuesday January 30, 2024 @ 9:30am  
Location: Office of Hunt County Constable Matthew Regan  
110 E. Main Street  
Quinlan, Texas 75474

**Attendance at the Conference is highly recommended.** Representatives from each company attending the conference will be asked to complete a sign-in form. The conference will begin as noted above with an informational meeting. A site visit to the Quinlan tower site will follow the Pre-Proposal Conference meeting. The site visit will last approximately 30 minutes to allow representatives from each firm ample time to collect photos, notes and to complete any preliminary due diligence required to assist them with the preparation of their Proposal Package. It is anticipated that the Pre-Proposal Conference and the site visit will last approximately 1.5-2 hours.

Respondents will be required to email any pertinent questions per Section 1.6.1, prior to the conference, in order to allow the County time to prepare adequate responses. It is reiterated herein that any verbal questions and answers are informal and non-binding. Any questions issued at the Pre-Proposal Conference must be formally submitted through the defined process. Official answers to all questions will be provided per Section 1.6.1.

### 1.9 Contractor Qualifications

Any Respondent (i.e. potential Contractor) offering tower infrastructure solutions must demonstrate competence with the design, supply, and installation of the offered solution. References from projects of similar size and scope will be verified and shall comply with the following:

- The Respondent shall be an authorized sales agent for the equipment and hardware being offered.
- The Respondent must be trained and fully qualified to design, deliver, and install all equipment and hardware offered.
- The Respondent/Contractor must be able to supply adequate local staff and facilities to implement the tower infrastructure project as defined herein.
- The Respondent/Contractor must be qualified to conduct business within the State of Texas.

The selected Respondent (i.e. Contractor) will serve as the prime contractor and will be responsible for all aspects of the project and the work quality of any subcontractors. Subcontractors must also demonstrate competence and experience within their specific scope of services and provide proof of insurance that applies to their scope of work.

The County reserves the right to reject any Proposal or part of any Proposal, if indication or review of any services or equipment proposed is deemed to have an unsatisfactory performance record or does not meet the requirements stated herein.

The County may make such investigation as is deemed necessary to determine the ability of the Respondent to provide the equipment, material, and services as required by this RFP and to determine the adequacy of the proposed equipment, material, and services. The Respondent shall furnish, upon request and in a timely manner, all such data and information requested for this purpose.

#### **1.10 Obligation of Respondent**

Respondents are required to submit their Proposals upon the following express conditions:

- a. Respondents shall thoroughly examine all specifications, plans, instructions, and all other documents pertaining to this RFP.
- b. Respondents shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of materials or equipment and the performance of services as required by the RFP.
- c. No plea of ignorance by the Respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of this solicitation.
- d. Proposal must comply with all federal, state, county, and local laws concerning these types of services.

In case of ambiguity or lack of clarity in stating prices in the Proposal, the County reserves the right to adopt the price written in words or reject the Proposal.

#### **1.11 Project Manager**

The Contractor shall assign a Project Manager who shall be the single point of contact for the Contractor and shall have the power to make decisions concerning all technical and implementation matters. The Project Manager will manage system implementation of the Tower Infrastructure and maintain the

project schedule as developed jointly by the Contractor and the County. The Project Manager will anticipate the need for system resources and have those resources available when the schedule calls for them. The Project Manager shall be available Monday through Friday, during normal business hours, throughout the term of the Contract. The Project Manager shall be expected to be on-site during key periods of installation, implementation and acceptance and as otherwise required by the County's designated project manager. It is preferred that the assigned Project Manager not be assigned to, or distracted by, other major project(s) for the duration of the Tower Infrastructure project.

The Contractor's Project Manager will respond to all project-related telephone calls, voicemails, and emails within 24 hours, exclusive of weekends and federal holidays. The Contractor's Project Manager will provide weekly project updates via email no later than 3:00pm, Central Time, each Friday or as otherwise agreed by the parties. Project status meetings and/or conference calls will be held on a regular basis, with a schedule to be determined.

The County shall reserve the right to review and approve the resume and qualifications of the Contractor's assigned Project Manager. The County shall further reserve the right to request replacement of the Contractor's Project Manager or other key staff members if deemed in the best interest of the Project.

The County will designate a Construction Project Manager to serve as its single point of contact for all technical and implementation matters.

### **1.12 Proposal Contents**

A Proposal is defined as a written offer to provide the equipment and services in accordance with requirements specified herein. To be compliant, the Respondent's Proposal Package submission must include all of the following items:

1. A Cover Letter signed by the owner or corporate officer expressing the Respondent's intent to provide equipment and services as required in this RFP. This letter should include the firm name, address, phone number and the main contact for the Respondent. The Cover Letter must state that the Respondent has read and understands the L3Harris Site Grounding and Lightning Protection Guidelines T4618RevF (see Attachment 7) document and will design and install the grounding, lightning and surge protection for the tower in accordance with all applicable guidelines in the L3Harris T4618RevF document.
2. NATE Checklist for Evaluating Qualified Contractors (see Attachment 8)
3. Copy of the firm's Certificate(s) of Insurance (COI) showing all required levels of insurance specified in this RFP (See Section 2.6 herein for Insurance Requirements)



4. Conflict of Interest Questionnaire Form CIQ – Texas Ethics Commission\*
5. Texas Ethics Commission Form 1295\*
6. Certification Regarding Lobbying\*
7. SF-LLL, Disclosure of Lobbying Activities\*
8. Respondent Profile per Section 1.11.1
9. Technical Proposal per Section 1.11.2 (see Point-by-Point Response Form – Attachment 1)
10. Cost Proposal per Section 1.11.3 (see Proposal Pricing Sheet – Attachment 1)
11. Surety Bond (i.e. Bid Bond)
12. Schedule – A project delivery and implementation schedule which defines project milestones referenced to contract award date (15 business days after the Proposal Due Date).

\*Sample forms referenced above can be found in Attachment 2.

Any proposal submission that lacks any of these components will not constitute a proposal, will not be evaluated, and will not be eligible for contract award.

Only proposals for a complete Tower Infrastructure as defined in this RFP will be accepted in response to this RFP. The Respondent will carry full, non-assignable, and non-delegable responsibility for the technical and timely completion of all aspects of the project as defined in this RFP.

#### **1.11.1 Respondent Profile**

The Respondent profile must provide information on the Respondent's firm or organization, including the parent company, if applicable. In the specific order, it must provide the following information:

1. Clearly define the qualifications of the firm including experience with similar projects.
2. An outline of the Respondent's proposed project organization including key project personnel and a statement of experience for each.

3. A description of how the Respondent proposes to provide support and maintenance for the equipment and options outlined in this RFP.
4. Professional references for the Respondent must be provided. A list of similar scope tower construction and site development projects must be provided. The Respondent shall provide project information regarding project status of all referenced projects.

5. A list of all proposed subcontractors will be provided describing the anticipated service and/or equipment to be provided. The experience, qualifications and technical support for each subcontractor shall be clearly stated. Respondents shall list all employees and subcontractors that will require access to County facilities. These employees will be subject to a background investigation prior to approval for access to those locations. The County shall have sole authority in approving Contractor employees and subcontractors for access.
6. The Respondent shall provide a preliminary outline demonstrating the Respondent's approach to organization and completion of the project encompassing all appropriate activities and milestones including those tasks, which are deemed to be the responsibility of the County. Tasks shall be clearly identified as to whether they are the responsibility of the Respondent, a specified subcontractor, or County. The primary purpose of the outline is to obtain a general understanding of the Respondent's approach to accomplishing the requirements herein.
7. The Respondent must provide a clearly stated description of their Problem Escalation Procedures that will be followed to support the timely implementation of the Tower Infrastructure project. This detailed description shall identify management and technical resources proposed to support the project in the event of equipment or personnel problems.

#### **1.11.2 Technical Proposal**

A Technical Proposal must be submitted that encompasses all RFP requirements and options. The Technical Proposal must be clearly divided so that each optional task or item described in the RFP is completely distinguishable and may be considered separately. The Technical Proposal shall include a Point-By-Point response to the RFP (all sections). The Point-By-Point Response shall specifically accept, clarify, or take exception to each section of the RFP. Each response must be complete without reference to other sections of the response. An electronic copy of the RFP document will be made available to facilitate this requirement. Proposals lacking adequate documentation will receive a lower score on the proposal evaluation.

Please note that the Point-by-Point response (Technical Response) should include all sections and subsections of the RFP document and all issued Addendums. Please use the provided Point-by-Point Response Form (see Attachment 1) to specifically accept, clarify, or take exception to specific sections or subsections of the RFP and a portion of any officially issued Addendum. If a Proposer accepts all portions of the RFP and all issued Addendums, then the Point-by-Point Form is provided with a simple check box section where the Proposer can denote this acceptance which will become a formal and legal binding of the Proposer to abide by all portions of the RFP and issued Addendums.

**1.11.3 Cost/Pricing Proposal**

The Cost/Pricing Proposal can be included with the Technical Proposal and must include all costs of the proposed offering and system options as defined herein. An official proposal pricing sheet is included as Attachment 1. All costs associated with implementing the proposed equipment, services, and options must be included on the official pricing sheet. The Respondent may add items to the pricing sheet if necessary to accommodate their offering. An electronic copy of the pricing sheet will be provided as a courtesy. The Respondent shall be responsible for the accuracy of all information, calculations, and values presented in their pricing proposal. Additional narrative and other information may be included as needed to adequately explain all costs and options associated with the Proposal.

**1.12 Review and Evaluation of Proposals**

The Hunt County Facility Department (“HC Facilities”) will review and score proposals associated with this RFP. All proposals will be reviewed for completeness and those found to be either incomplete or non-responsive will be rejected from further consideration. HC Facilities will determine if a Proposal is “non-responsive”, and their decision will be conclusive. HC Facilities will evaluate responsive and complete proposals based on compliance with the Evaluation Criteria specified in Section 1.13 of this RFP.

Discussions may be conducted individually with Respondents who submit responsive proposals and who are determined reasonably qualified for award of a Contract. Revisions and/or clarifications may be requested after proposal submission and before Contract award to obtain best-and-final offers.

**1.13 Evaluation Criteria**

The County’s evaluation criteria for proposals is listed herein. This project has been identified as a “civil works project” under Texas Government Code §2269.153. This code requires the pricing/cost to be weighed at 36.9 percent or higher of the total.

**Technical Compliance.** This evaluation shall consider the degree to which the technical requirements of this RFP are met.

Maximum Score      **30**



**Respondent References.** This evaluation will consider the Respondent's experience and qualifications with similar public safety radio system projects, professional references, financial stability, and other items included in the Respondent Profile section of this RFP.

Maximum Score      **20**

**Acquisition Costs.** This evaluation will consider all costs associated with design and implementation and other optional and maintenance/inspection costs that may be identified in the Cost/Pricing Proposal section of this RFP.

Maximum Score      **40**

**Complete Project Implementation Schedule.** This schedule shall include a timeline of all the tasks proposed by the Respondent. This schedule shall include all tasks to be completed by the Respondent and its subcontractors. The implementation schedule should include the payment milestones discussed in Section 2.31.

Maximum Score      **10**

**Total Evaluation Score:      100**

#### **1.14 Standard of Award**

The County reserves the right to accept or reject any and all Proposals and to re-solicit for proposals, as it shall deem to be in its best interest. Receipt of any proposal shall under no circumstance obligate the County to accept the lowest cost proposal. The award of a contract shall be made to the Respondent whose proposal is determined to be the best evaluated offer, taking into consideration demonstrated competence and qualifications to perform the service solicited in the RFP. The Respondent/Contractor shall be deemed as having been awarded a contract when the formal written notice of acceptance of its Proposal has been duly served upon the intended awardee by an authorized agent of the County. The County will enter into contract negotiations with the selected Respondent (i.e. the awardee). If the County is unable to successfully negotiate a contract with the selected Respondent, the County may, at its sole discretion, select an alternate Respondent or take other actions deemed to be in the best interest of the County.

## 2.1 GENERAL TERMS AND CONDITIONS

### 2.2 General

The selected Contractor will execute a contract/agreement with terms and conditions that include flow-down requirements of the funding agency. The selected Contractor shall be an Affirmative Action/Equal Opportunity Employer and the County reserves the right to negotiate with any and all Respondents per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Contractor and County agree to negotiate in good faith to reach a mutually acceptable Contract for specific work as detailed in the RFP. In the event that the parties are unable to reach a Contract within thirty (30) business days from the award of this Agreement, Contractor may refuse to proceed with the work, and Contractor shall not have any further obligations or liabilities to the County.

The County shall consider, as a competent Respondent, only those firms who are fully capable of complying with all terms and conditions set forth in this RFP.

### 2.3 Changes

Hunt County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment or change order to this Agreement.

### 2.4 Conflict of Interest

- a. **Governing Body.** No member of the governing body of Hunt County and no other officer, employee, or agent of the Hunt County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the ARPA award between the Treasury Department and Hunt County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- b. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the ARPA award between the Treasury Department and Hunt County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- c. **Contractor and Employees.** The Contractor warrants and represents that it has no conflict of interest associated with the ARPA Award between the Treasury Department and Hunt County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the ARPA Award

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between the Treasury Department and the Hunt County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

## 2.5 Intent

It is the intent of this RFP and the resulting contract documents to describe a functionally complete project resulting in the required Tower Infrastructure and associated items and services. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied, whether or not specifically set forth herein. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, codes or recommendations of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of the County, Contractor, or any of their subcontractors, consultants, agents or employees from those set forth specifically in the contract documents.

## 2.6 Performance Bond

Simultaneous with delivery of each executed Contract, the selected Contractor shall provide a performance bond or bonds as surety for faithful performance of the Contract and for the payment of all persons performing labor on the project under the Contract and furnishing materials in connection with the Contract, in the amount of 100% of the Contract amount. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to and subject to investigation by the County.

## 2.7 Insurance

The reference to Contractor throughout this section not only applies to the Prime Contractor but also to all of subcontractors working for the Prime. The Contractor and, if applicable, any subcontractors utilized by the Contractor, agree to keep and maintain for the duration of the Contract including but not limited to commercial general liability, auto liability, workers' compensation, employer's liability, professional liability, and umbrella coverage with the limits shown below. The Contractor and all subcontractors shall provide evidence of insurance coverage consistent with this requirement prior to execution of the Contract.

The Contractor and all subcontractors shall furnish the Buyer with certificates of insurance for each type of insurance described herein, with the Buyer listed as Certificate Holder and as an additional insured

on the Contractor's and all subcontractor's general liability policy and provide a waiver of subrogation on the Contractor's and all subcontractor's workers' compensation policy. In the event of bodily injury or property damage loss caused by the Contractor's or a subcontractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the Buyer, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Contractor shall give the Buyer at least thirty (30) days prior written notice.

No work shall be performed until the Contractor has furnished the above referenced certificates of insurance and associated endorsements, in a form suitable to the Buyer. Upon request, the Contractor shall provide copies of their insurance policies to the Buyer .

Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate  
Excess (Umbrella) Liability: \$5,000,000  
Commercial Auto Liability: \$1,000,000 combined single limit  
Workers' Compensation: State of Texas Statutory  
Employer's Liability: \$1,000,000 each accident/total disease/employee disease  
Pollution Liability: \$1,000,000 per claim  
Professional Liability: \$1,000,000 per claim-made / \$2,000,000 aggregate  
Deductible shall be \$5,000 or less on each of the above listed coverages.

Hunt County shall be included as an **Additional Insured** and held harmless as respects to the service or work performed by the Contractor or any of its subcontractors.

FAILURE TO COMPLY WITH LAWFUL REQUIREMENTS OR ADEQUATE LIABILITY REQUIREMENTS MAY RESULT IN DELAY OF PAYMENTS AND/OR CANCELLATION OF THE AWARD.

**2.8 Equal Opportunity Clause**

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **2.9 Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **2.10 Section 109 of the Housing and Community Development Act of 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

### **2.11 Section 504 Rehabilitation Act of 1973, as amended**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

### **2.12 Age Discrimination Act of 1975**

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **2.13 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

### **2.14 Small, Minority, Women's, and Labor Surplus Enterprises/Contractors**

- a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area Contractors are used when possible.
- b. Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

### **2.15 Combating Trafficking in Persons**

Pursuant to Chapter 52.222-50 of the F.A.R. the consultant agrees to comply with all provisions of the Combating Trafficking in Persons Act.



### **2.16 Increasing Seat Belt use in the United States**

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

### **2.17 Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

### **2.18 Energy Efficiency**

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

### **2.19 Verification No Boycott Israel**

As required by Chapter 2270, Government Code, the Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

### **2.20 Foreign Terrorist Organizations**

Pursuant to Chapter 2252, Texas Government Code, the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

### **2.21 Contract Document Hierarchy**

The Contract, statement of work, RFP, Contractor's best-and-final offer, and Contractor's Proposal and

any subsequent, approved amendments will constitute the contract documents for each Contract. All requirements and all terms and conditions stated in the RFP will apply unless specifically superseded by the Contract, Statement of Work or other higher precedent document. Any inconsistencies will be resolved in the following order of precedence:

- a. Contract
- b. Statement of Work
- c. Contractor's Best-and-Final Offer
- d. Contractor's Proposal
- e. RFP

## **2.22 Notices**

All notices required by any of the Contract documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested, to the addresses specified in the Contract.

## **2.23 Indemnification**

To the fullest extent allow by law each Party shall indemnify, defend and hold harmless the other Party and its subsidiaries, divisions, officers, directors employees, and contractors from third party liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Indemnified Party or any employee, agent or assign of the Indemnified Party. This provision is not applicable to any claim arising out of an active or primary negligence of or by the indemnitee or its officers, employees, or contractors.

To the fullest extent allow by law each Party shall defend, indemnify and save harmless the other Party and all its officers, agents employees, and contractors from third party 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 Indemnified Party, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Indemnified Party shall pay any judgment with costs which may be obtained against Indemnatee growing out of such injury or damages.

The Parties expressly acknowledge that Hunt County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by Hunt County is invalid. Nothing in this Agreement requires that Hunt County incur debt, assess or collect funds, or create a sinking fund.

Indemnification provided in this agreement shall only be proportionate to the degree of negligence or willful misconduct of the indemnifying party. The indemnifying party shall not be liable for any damages or losses that are not directly caused by its negligence or willful misconduct. Nothing herein shall be construed as a waiver on the part of Hunt County to any defense of any claim, including, but not limited to the defense of governmental immunity.

#### **2.24 Assignment**

- Neither Party shall assign any interest of this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the other Party thereto; provided, however, that claims for money by the Contractor from Hunt County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to Hunt County.

#### **2.25 Errors or Omissions**

If the Contractor discovers any error or omission in the Contract drawings or specifications or in the work undertaken or performed by it, it shall immediately notify the County in writing and the Contractor shall verify or correct the same. If, knowing of such error or omission and prior to its correction thereof, the Contractor proceeds with any work affected thereby, it shall do so at its own risk and the work so done shall not be considered as work done under contract and in performance thereof unless, and until, approved and accepted by the County.

#### **2.26 Governing Laws**

The Contract shall be governed by and construed according to the laws of the State of Texas and Hunt County, Texas. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

#### **2.27 Disability**

In accordance with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. Contractor warrants it will fully comply with ADA provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Hunt County harmless against any claims or allegations asserted by third parties or subcontractors arising out of the Contractor's and/or its subcontractors alleged failure to comply with the above-referenced laws

concerning disability discrimination in the performance of this agreement.

**2.28 No Obligation**

This procurement in no manner obligates the County, or any of its agencies, to the eventual lease or

purchase of any hardware, software or services offered until confirmed by a written Contract signed by an authorized representative of the County or authorized designee.

### **2.29 Fiscal Funding Limitation**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this Contract, then the County will immediately notify Contractor of such occurrence and this Contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the Contractor. The County's decision whether sufficient appropriations and authorizations will be available shall be accepted by the Contractor as final.

### **2.30 Taxes**

The County is not subject to Federal Excise tax and is exempt from state and local taxes. The County's Texas Sales and Use Tax Exemption Certification # is 75-6001017. A copy of this certification can be provided to the Contractor upon request. Tax should not be included in any pricing provided for this procurement.

### **2.31 Total Payment to Contractor**

The total payment figure specified by the Contractor in its Proposal or otherwise negotiated in the Contract(s) is the maximum payment that will be made by the County for the equipment, software, warranty, maintenance and all other services and equipment required by this RFP.

### **2.32 Payment Terms**

The following payment schedule will be utilized unless otherwise negotiated in the Contract. The Contractor shall submit invoices for payment based upon completed Project Milestones and Site Milestones further described herein.

The percentage payments for Milestones 1-2 will be based on the total cost of goods and services listed in the Contract. The Contract value may be revised based on the addition and/or removal of options and/or other considerations described herein.

- **Milestone 1** - 45% upon completion of the “cured” (PSI tested) tower foundation and the ordering of the above ground tower structure materials
- **Milestone 2** - 45% upon complete erection of the tower and the installation of the tower grounding / lightning / surge protection system(s)
- **Milestone 3** – 10% Final Acceptance

The County anticipates using the American Institute of Architects (AIA) Forms G702 & 703 for payment requests associated with this project for the major milestones noted above. Payment shall be due thirty (30) days following the date of Contractor's invoice and verification of completion of the milestone, which shall occur within five (5) days of receipt of invoice or invoice will be deemed accepted. The County shall be responsible for verification and approval of Contractor's invoice, which approval shall not be unreasonably withheld.

**PURCHASE ORDERS:** A purchase order(s) shall be generated by Hunt County to the Contractor for all purchases that total five hundred dollars (\$500.00) or more. The purchase order number must appear on all itemized invoices and packing slips. Hunt County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**INVOICES** shall be submitted to the County using the milestone payment schedule provided herein when the specified work is completed. The County will provide the selected Contractor, at the appropriate time, the specific details on where how to submit invoices and what information must be included on the invoice.

**PAYMENT** will be made upon receipt and acceptance by the County of items ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

**Bill and Hold** – In the event of construction delays or any other delays in delivery not due to Contractor, County shall notify Contractor in writing to postpone and delay the delivery of any Goods which have been manufactured by Contractor. In the event County is unable to accept delivery at the scheduled dates, County shall store completed Goods at Contractor's facility under a Bill and Hold arrangement. Under a Bill and Hold arrangement, Contractor may store the finished Goods for up to thirty (30) days free of storage charge, subject to space availability and confirmation at time of request by County. After thirty (30) days, Contractor may charge County storage fee at a price agreed upon by both Parties. Under a Bill and Hold arrangement, Contractor shall invoice Goods at completion of fabrication, regardless of delivery status.

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County understands and agrees that title and risk of ownership will pass to County under a Bill and Hold arrangement, and the invoice will be paid according to normal payment terms noted elsewhere in this agreement. It is further understood that regarding risk of loss, Contractor will maintain custodial obligations for the Goods, including responsibility for damage to the Goods while at Contractor's facility.

**2.33 Resolution of Program Non-Compliance and Disallowed Costs**

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-DR program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall

consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall take place in Fort Worth, Texas. In the event of a dispute between the parties, the Contractor shall have the right to suspend its performance under this contract without incurring any liability for such suspension.

#### **2.34 Termination for Cause**

If either Party fails to fulfill in a timely and proper manner its obligations under this Agreement, or materially breaches any of the covenants, conditions, agreements, or stipulations of this Agreement, the Non-Defaulting Party shall have the right to terminate this Agreement by giving written notice to the other Party of such termination, if such breach continues uncured for a period of thirty (30) days after written notice, and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. A material breach of this Agreement includes, but is not limited to, an event whereby the other party: (i) becomes insolvent; (ii) makes an assignment for the benefit of creditors; (iii) files a voluntary bankruptcy petition; (iv) acquiesces to any involuntary bankruptcy petition; (v) is adjudicated bankrupt; or (vi) fails to materially perform as contemplated in this Agreement or any related Purchase Order. Contractor may terminate this Agreement for cause if Hunt County fails to pay Contractor any undisputed amount due as set forth in this Agreement, and such failure continues for fifteen (15) days following due date. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor pursuant to this Agreement shall, at the option of Hunt County, be turned over to Hunt County and become the property of Hunt County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to Hunt County for damages sustained by Hunt County by virtue of any breach of contract by the Contractor, and Hunt County set-



off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

**2.35 Abandonment**

In the event the Contractor fails to complete all or any portion of the work to be performed as specified in the Contract, it will forfeit all retainage from completed portions of the project. Additionally, the Contractor will be liable for subsequent costs incurred to complete the project; to the extent such additional costs exceed the amount of contractual retainage held.

### **2.36 Statement of Liability**

The County shall not be liable in the event of loss, destruction, or theft of, Contractor-provided equipment, software and technical literature which might occur prior to transfer of ownership to the County. It is the Contractor's responsibility to obtain insurance coverage for such loss in an amount the Contractor deems appropriate.

### **2.37 Copyrights and Patents**

Under no circumstances shall this Agreement or any Purchase Order grant a Party any ownership rights in the patents, copyrights, trademarks, or trade secrets ("Intellectual Property") of the other Party, whether the Intellectual Property is in existence on the Effective Date of the Agreement or developed or acquired thereafter. Any Intellectual Property shall remain the sole and exclusive property of each respective Party. Nevertheless, both County and Contractor hereby grant a limited license to the other Party relative to any Intellectual Property implicated by this Agreement for the limited purpose of completing the obligations imposed by this Agreement. Only the Parties' officers, directors and/or employees with a "need to know" shall have access to such Intellectual Property. This limited license shall be terminated when the obligations imposed on the Parties by this Agreement are completed or the Agreement is otherwise terminated. Under no circumstances shall a Party distribute, share or discuss any of the other Party's Intellectual Property with any third-party without the written consent of the other Party. License and/or royalty fees for the use of a process which is authorized by the Contractor for the County's use for the equipment provided in this procurement must be reasonable and paid to the holder of the copyright or patent, or authorized licensee, directly by the Contractor and not by, or through, the County. If the Contractor uses any other design, device or materials covered by patent or copyright, it shall provide for such use by suitable agreement with the holder of such patented or copyrighted design, device or materials. It is mutually agreed to and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such designs, devices or materials in any way involved in the system.

Where activities supported by this project produce original computer programs, writings, sound recordings, pictorial reproduction, drawings, or other graphical representation and works of any similar nature (the term computer program includes executable computer programs and supporting data in any form), the County has the right to use, duplicate, and disclose, in whole or in part, in any manner, for any purpose whatsoever and have others do so. If the material is copyrightable, the Contractor may copyright such, and the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such materials, in whole or in part to authorize others to do so.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

Contractor will not be liable for costs or damages to the extent any alleged intellectual property violation arises out of (a) Contractor's compliance with County's specifications; or (b) County's modification or use of the Goods beyond such modifications or uses which are (i) contemplated under this Purchase Order, (ii) necessary for the use of the Goods, or (iii) are otherwise proposed by Contractor.

### **2.38 Patent Rights and Inventions**

The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement – If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or

performance of experimental, developmental, or research work under that “funding agreement,” the Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

### **2.39 Confidentiality**

The Contractor and County recognize that their respective employees and agents, in the course of performance of the Contract, may be exposed to information that is a trade secret or confidential within the meaning of applicable state law. The burden will be upon the party asserting confidentiality to ensure compliance with applicable law as to any information with respect to which confidentiality is asserted. Each party will agree in the Contract that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. If the County receives a request for disclosure of information that the Contractor has designated as confidential pursuant to law, it will promptly communicate such request to the Contractor. If a legal action is initiated to compel the disclosure of Contractor’s confidential information, the Contractor will be responsible for the defense of said action, including all costs and attorney’s fees. The obligation of confidentiality shall not apply to:

- a) information that at the time of the disclosure is in the public domain;
- b) information that, after disclosure, becomes part of the public domain by publication or otherwise;
- c) information that a party can establish by reasonable proof was in that party’s possession at the time of disclosure;
- d) information that a party receives from a third party who has a right to disclose it to that party; or
- e) information that is subject to public records requests.

Each Party shall not be liable to the other Party or any other person, firm, corporation, or business entity for any damage resulting from a disclosure if information is required to be provided by law.

### **2.40 Right to Publish**

Throughout the duration of this procurement process and contract term, Respondents must secure, from the County, written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent Contract. The Respondent shall not issue any news releases or other statements pertaining to the award or servicing of the agreement, which state or imply the County’s endorsement of Respondent’s products or services. Failure to adhere

to these requirements may result in disqualification of the Respondent's proposal or termination of the Contract.

#### **2.41 Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by either Party under this contract are confidential and each Party agrees that they shall not be made available to any individual or organization without the prior written approval of the other Party.

#### **2.42 Personnel**

- a. The Contractor represents that they have, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Hunt County.
- b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of Hunt County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement .

#### **2.43 Compliance with Local Laws**

The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save Hunt County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

#### **2.44 Applicable Codes and Regulations**

The Contractor is responsible for compliance with all applicable codes and regulations including but not limited to the latest adopted versions of the International Building Code, National Electrical Code, International Fire Code, International Mechanical Code, and all other applicable codes by the State of Texas. The Contractor shall also be responsible for compliance with applicable Environmental Protection Agency, Federal Communications Commission, and Federal Aviation Administration regulations and any other codes or regulations necessary for implementation of the Contractor's proposal.

**2.45 Construction Permits**

The Contractor shall be responsible for obtaining all necessary construction permits for system installation and implementation. The County will provide assistance in expediting the permitting process. The Contractor will retain the ultimate responsibility for obtaining the appropriate construction permits.

**2.46 Reports and Information**

The Contractor, at such times and in such forms as Hunt County may require, shall furnish the Hunt County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

**2.47 Records and Audits**

The Contractor shall ensure that Hunt County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The contractor shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

**2.48 Access to Records**

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and Hunt County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the ARPA Award, in order to make audits, examinations, excerpts, and transcripts, and to close out the Hunt County's ARPA contract with the Treasury Department.

**2.49 Retention of Records**

The Contractor shall retain all required records for three years after the Hunt County makes its final payment and all pending matters are closed.

**2.50 Configuration Responsibility**

Contractor will be responsible for the configuration and integration of all equipment, systems and services furnished under the Contract. Contractor will be solely responsible for the performance of the delivered equipment. Any additional components not specifically identified in the Contract and its

attachments, but that is required in order to fulfill the requirements set forth under the terms and conditions of the Contract, shall be provided and installed by the Contractor without additional charge.

### **2.51 Prime Contractor Responsibility**

If a Proposal includes hardware, software and/or other services to be supplied by other vendors or subcontractors, it will be mandatory for the Contractor to act as Prime Contractor for the procurement of the entire system and related services. The Contractor shall be considered the sole point of contact with regard to contractual stipulations to include payment of any and all charges; the County does not recognize subcontractors in this instance.

In addition, the Contractor will be responsible for meeting all other requirements of these specifications. The Proposal must clearly indicate the hardware and software which is not manufactured, marketed and/or maintained by the Contractor.

Subcontractors utilized for the project shall be companies with extensive experience providing the relevant equipment and services assigned by the Contractor. The Contractor shall state the tasks and time commitments for each proposed subcontractor. Contractor shall provide acceptable documentation proving each subcontractor's qualifications, the number of, and the qualifications of, their personnel available for the contract work. Contractor agrees to use only the subcontractors and personnel previously identified. Assignment of different subcontractors and personnel other than identified will require written permission from the County. The County reserves the right to disapprove, with reasonable cause, any subcontractor and any employee.

Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors on the same basis as it is for the acts of omissions of persons directly employed by it, and that failure of the County to disapprove a subcontractor shall in no way relieve the Contractor of such obligations. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the County nor create any obligation on the part of the County to pay, or to see the payment of, any sums to any subcontractor. The Contractor shall not write any subcontract at variance with the conditions of the Contract documents.

The Contractor shall operate as an independent and not as an officer, agent, servant, or employee of the County. The Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions for its officers, agents, employees, vendors, and subcontractors. The doctrine of

respondent superior shall not apply as between the County and Contractor, its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between the County and Contractor, its officers, agents, employees, consultants, and subcontractors.

Any subcontractor utilized by the Contractor to complete any of the goods and services described in this RFP shall have the applicable levels of insurance specified herein that are related to the services being performed by the subcontractor. See insurance requirements in Section 2.6.

### **2.52 Work by County or their Vendors**

The County reserves the right to perform work related to this project and to perform or award separate contracts in connection with other work at the site locations. All such work and responsibilities shall be identified in the Contract and/or Statement of Work. The Contractor shall incorporate and coordinate the Contractor's work with work of the County's separate vendors as required by the Contract documents.

Costs caused by defective or ill-timed work shall be borne by the party responsible. If the Contractor claims that delay or additional cost is involved because of such action by the County and/or its separate vendors, the Contractor shall make such claims as provided in the Contract.

### **2.53 Warranties**

#### **2.52.1 General**

The provisions of this section are general warranty terms.

#### **2.52.2 Warranty of Title**

The Contractor warrants that it possesses good, clear, and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims, or encumbrances whatsoever against said equipment and materials.

#### **2.52.3 Warranty of Specifications and Performance**

The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by the Contractor, or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner. If the Goods are used under circumstances which exceed the specifications or anticipated normal use of the Goods, then this limited warranty shall be void. Contractor reserves the right to change or modify the design or construction of any of its Goods and to substitute material equal to or superior to that originally specified. The warranty period is in effect for one (1) year following the delivery date (or date of Bill and Hold, if applicable), and is contingent upon County's timely payment of all sums due to



Contractor, County's compliance with all other provisions in this Agreement and any Purchase Order, and County's adherence to all standard industry practices relating to the unloading, installation, operation and maintenance of the delivered structures. Contractor shall not be responsible for ordinary wear-and-tear and/or improper use or abuse of the Goods. Under all circumstances, Contractor shall not be responsible or liable for any damages or defects occurring during the installation of the Goods. Any installation guidelines provided by Contractor are provided for County's assistance but shall not be interpreted as Contractor taking responsibility for the installation process, assuming any additional duties, or providing additional warranties. To the fullest extent permitted by applicable law, Contractor otherwise provides no other warranties relative to the Goods, whether written, oral, implied or statutory. The warranty does not extend to any correction, repair, replacement or re-performance which may be required as a result of normal wear and tear, or any Force Majeure events including extreme weather events exceeding loading criteria, excessive cyclic loadings that result in premature fatigue. **NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.**

Contractor shall be solely responsible for the performance of the delivered materials and equipment. Contractor shall provide Tower Infrastructure that shall provide the equipment, performance, and services as described in the Contract, its Exhibits, Statement of Work, and the RFP.

#### **2.52.4 Equipment Warranty and Maintenance**

All equipment, materials, parts, and services shall be warranted against defects in design, materials and workmanship for a period of not less than one year as defined in Section 4.

#### **2.52.5 Warranty (Defects & Repairs)**

County shall give Contractor written notice of any alleged defects within twenty (20) business days after discovery of any such defects or such defects will be deemed waived by County and Contractor shall not be liable for any defects, warranty claims, repairs, replacements, costs, remedies, or subject to any withholdings or setoffs.

In the event Contractor agrees the Goods are materially nonconforming or defective, County's exclusive remedy shall be, at Contractor's option and expense, the following: (i) Contractor shall correct any material nonconformity or defect; or (ii) Contractor shall furnish a replacement Good.

### **2.53 Final Acceptance**

The Contractor shall receive final acceptance upon completion of the following steps:

1. Submission of all documentation required by the RFP
2. Completion of all construction and installation required by the RFP including completion of the identified "punch list" items
3. Completion of all services as required by the RFP
4. Successful completion of all acceptance testing
5. Submission of acceptance test reports
6. Submission of all documentation including final design and "as-built" drawings
7. Submission of "as-built" photograph package\*
8. Final Acceptance will be issued by the County no later than thirty (30) days after successful

completion of Items 1-6 above.

\*At a minimum the photo package should document all tower section assembly points, all elevations of the tower's climbing ladder and safety climbing system, all elevation of the cable ladder, and the tower grounding/lightning protection system (including lightning rods). The "as-built" photo package should also show progression photos of the foundation construction and the underground grounding/lightning protection system installation.

**2.54 CONSEQUENTIAL DAMAGES** – To the fullest extent permitted by applicable law, and notwithstanding any other provisions in this Agreement, neither Party shall be liable to the other Party under any theory of recovery, whether based in contract, tort, warranty, or other theory of recovery for any loss of profits, revenue, business opportunity, interest, or goodwill, or any indirect or consequential damages, incidental, special, exemplary, or punitive damages, whether or not foreseeable, arising out of or in connection with this Agreement.



**3.1 TECHNICAL AND PERFORMANCE REQUIREMENTS**

**3.2 General Requirements**

The County is soliciting proposals from qualified firms to provide a 190' self-supporting communications tower and associated installation services for one tower site location within Hunt County to support the County's P25 public safety trunked radio system deployment. The Respondent shall propose their equipment and services to achieve the requirements and shall be responsible for the method of accomplishing their Proposal. Any deviation from the requirements shall be specifically noted as an exception in the Proposal. The County shall have the sole authority to determine compliance with the stated requirements and the acceptability of any stated exception(s).

The Proposal must comply with the following general technical standards without exception:

- All equipment and services offered shall be of high quality and suitable for the intended purpose.
- No discontinued, used, or refurbished equipment shall be supplied.
- The Respondent or relevant subcontractor shall be authorized to sale the equipment being offered.
- All equipment, devices, and software (if applicable) proposed shall be current models with full manufacturer support at the time of Final Acceptance.

Section 3 shall provide operational and performance descriptions and minimum requirements for the desired Tower Infrastructure.

**3.3 Description of Desired Tower Infrastructure**

A total of seven (7) tower sites are required by the L3Harris RF Design to meet the County's P25 coverage requirements. These tower sites are strategically positioned throughout the County to provide the desired level of portable radio coverage. Six (6) of the sites are existing towers that the County is either leasing or has free use of through an Interlocal Agreement ("IA") or a Memorandum of Understanding ("MOU"). The one (1) remaining site will be a "greenfield" build site that will require a new tower to support the County's P25 radio system deployment in the southern portion of the County. Table 1 contains the details for the "greenfield" site.

Site Name	Address	City	Zip	Latitude (NAD83)	Longitude (NAD83)	Elev. AMSL (feet)	FAA Study	Compound Size	Site Status	Structure Height	ASR #
Quinlan	Crestview Estates Road	Quinlan	75474	32-54-01.11	96-06-11.16	496.41	2023-ASW-12977-OE	60' x 60'	Proposed Greenfield	190' Proposed	Not Required

**Table 1**

The Quinlan tower site is located on the property owned by the Combined Consumers Special Utility District ("CCSUD"). The CCSUD has granted the County use of a 60'x60' portion of their property to help the County facilitate the deployment of their P25 public safety radio system in the southern portion of the County. On May 23, 2023, CCSUD and the County executed an Interlocal Agreement for the County's use of the property. The selected Contractor should be considerate of the CCSUD property at all times when working on site and should never contact CCSUD directly. All correspondence with CCSUD should be by the County.

Attachment 3 of the RFP contains the land survey for the Quinlan site that was performed by MTG / Stovall Engineers & Surveyors. Attachment 4 contains the construction drawings ("CDs") for the Quinlan site denoting the access road and entry gate, proposed location of the tower, equipment shelter, generator and H-frame within the 60'x60' tower compound. The CDs denote the electrical service easements along the northern and eastern portion of the tower compound that must be adhered to by the Contractor when designing and installing the tower. No portion of the tower can be located within these easements.

### **3.4 Regulatory & Geo-Technical Studies**

The coordinates and ground elevation for the Quinlan "greenfield" tower site that were identified by the land surveyor were used by the County to file the associated FAA Aeronautical Study (FAA Study). Attachment 5 contains the FAA Study Determination for the Quinlan site that was issued on 9/7/2023. The Quinlan tower was cleared with the FAA for an overall height of 199' above ground level ("AGL"). The 199' height includes a 190' tower and an 8' or up to 9' in length lighting rod. The Aeronautical Study Number for the Quinlan tower site is 2023-ASW-12977-OE.

Due to the proposed height of the Quinlan tower not exceeding 200', an FCC Antenna Structure Registration ("ASR") was not required for this communications structure.

The County has also already completed the necessary analysis and study for the proposed tower in Quinlan required for Certification of AM Regulatory Compliance.

The County has contracted White Buffalo to complete the necessary NEPA, Archeological, SHPO and EPA Phase 1 regulatory studies for the Quinlan site. The Archeological Study has been completed and the results did not find any issues or concerns. WhiteBuffalo expects to complete all of the regulatory studies by around the end of February 2024.

The Contractor will NOT be responsible for performing any regulatory studies for this site. Only supporting the County with feedback on when the tower is fully erected so that the FAA 7460-2 filing can be completed.

### **3.5 Geotechnical Studies**

The Geotechnical Study ("Geotech") for the proposed Quinlan tower location has been completed by Dynamic Engineering Consultants ("DEC"). The sampling and field-testing were started and completed by DEC on November 6, 2023 and the Geotech Report was issued on December 8, 2023. The Geotech Report is contained in Attachment 6. The results of the Geotech Study should be reviewed and used by the Proposer to design the tower foundation. It is not acceptable for a Contractor to provide a proposal and costs for this procurement for the required communications tower and not consider the results of the geotechnical study. Change orders for foundation design changes and/or tower design changes that ignored the geotechnical study report findings will not be allowed by the County. Any future cost increases associated with the tower foundation and/or with the above ground metal support structure design due to the Proposer's lack of incorporating the geotechnical report findings in their foundation and tower designs will be solely born by the Contractor.

### **3.6 Construction Drawings**

A full set of scaled construction drawings (CD) must be provided by the Contractor for the Quinlan tower and foundation design. These drawings should include the foundation and the above ground metal support structure. The drawings should be generated and sealed by a licensed engineer in the State of Texas (Licensed Engineer). The CDs should depict the following items at a minimum:

- Tower Compound (including electrical easements)
- Tower Foundation
- Tower Structure
- Tower Grounding

The CDs shall be updated after construction is complete to represent the as-built conditions. The as-built CDs will be part of the project closeout and final acceptance deliverables.

All proposed and as-built CDs shall be provided electronically in PDF format and scaled and printable at paper size 11"x17". All drawings should be signed, sealed, and dated by the Licensed Engineer.

**3.7 Tower Requirements**

This section describes the tower specifications for the Quinlan site.

**3.6.1 General**

Table 1 denotes the site in Quinlan that requires a new tower build ("greenfield"). The Contractor should utilize a Texas-registered and licensed Professional Engineer (PE) to design the foundation and tower for this site. The licensed PE can be a staff engineer of the Contractor, a subcontractor, or a licensed engineer of the tower structure manufacturer. The Proposer shall specify the arrangement and means that it intends to utilize to ensure the tower and all foundation designs are completed by a licensed PE in the State of Texas. The Contractor shall provide PE sealed drawings that include the design specifications for the tower foundation, tower structure, and the tower grounding.

The Quinlan tower required by the County for its P25 radio system deployment shall be self-supporting (free-standing) having an overall height of 190 feet above ground level (AGL). The proposed tower shall be solid steel leg design. The following design criteria and standards should be used by the Contractor to design the tower foundation and the tower structure.

<b>Code / Standard:</b>	2018 Int'l Building Code / ANSI/TIA-222-H Standard
<b>Risk Category:</b>	III - Essential Communications (aka Risk Category 3)
<b>Full Wind:</b>	115 mph (Ultimate 3-Second Gust) - with no Radial Ice
<b>Wind Speed (Iced Case):</b>	30 mph with 1.5" radial ice
<b>Ice Thickness:</b>	1.5"
<b>Service Load Wind Speed:</b>	60 mph (no ice)
<b>Exposure Category:</b>	C
<b>Topographic Category:</b>	1
<b>Coordinates (Lat. &amp; Lon.):</b>	See Table 1 in Section 3.2 of the RFP for the site's certified coordinates and ground elevation.
<b>Ground Elevation (GE):</b>	

**Table 2**

The tower should be positioned in the compound so that one apex of the triangular tower is pointed due north. The tower and its foundation should be located completely outside of the electrical easements on the northern and eastern sides of the compound as depicted on the construction drawings contained in Attachment 4. The County's equipment shelter and generator will be placed on the southern side of the tower by others.

### **3.6.2 Transmission Line Ladder**

Towers shall be supplied with full-length transmission line ladder(s) designed to accept all transmission lines needed for the proposed design plus a 100% growth factor. The 100% growth factor for the transmission line ladder applies to both Tower and Foundation Design 1 and Tower and Foundation Design 2.

### **3.6.3 Tower Climbing Ladder**

The tower shall be equipped with an outside climbing ladder/cable safety device in accordance with current OSHA regulation 29 CFR §1910.27.

### **3.6.4 Structural Design**

The tower shall be designed to support the County's proposed P25 antennas, transmission lines, waveguide, and other associated P25 tower-mounted equipment. The County may elect to have the tower and foundation designed to support additional collocated wireless installations that are typical for commercial cellular/data providers ("Cell Providers") like AT&T, Verizon, and T-Mobile and wireless installations that are typical for Wireless Internet Service Providers ("WISP"). As an option to this procurement, the County will request Proposer's to provide pricing for the Quinlan tower to be designed to have adequate additional structural capacity to allow non-County equipment to be added to the tower through a lease arrangement in the future. See Section 3.6.7 for additional details regarding the two tower and foundation designs the County is considering for the Quinlan tower build. Section 3.6.7 and subsequent sections contain the specifications for the County's P25 installation along with the typical installation parameters for future collocated antennas by others.

### **3.6.5 Tower Grounding and Lightning Protection**

The tower shall be designed and installed with electrical grounding and lightning protection systems that are in full accordance with the L3Harris Site Grounding and Lightning Protection Guidelines T4618RevF (see Attachment 7). See more details related to grounding and lightning protection in Section 3.6.11 of the RFP.

The design for the tower-top lightning rod protection system should implement a multiple rod design for redundancy. The tips of the lightning rods installed at the top of the tower should extend no more than 9' above the top of the 190' structure such that the overall height above ground of the tower and all appurtenances is 199' or less.



### **3.6.6 Required Tower Submittals**

The Contractor shall furnish wind-load stress and foundation calculations used in the design of the proposed tower structure.

The Contractor shall furnish documentation approved by a registered professional engineer, licensed in the State of Texas, certifying that the proposed tower and foundation meets the design specifications provided in Table 2.

The Contractor shall furnish written certification that all installed tower components have been assembled and hot-dipped galvanized in accordance with these minimum requirements.

The Contractor shall provide a detailed report of electrical ground resistance measurements of the completed, as-installed, electrical grounding system, on a per-site basis with field drawings to indicate the measurement at specific locations.

The Contractor shall provide documentation of the concrete PSI testing for the tower foundation. The County should be allowed to witness the concrete PSI testing if they choose. The Contractor should inform the County 2-3 days in advance of the date and time the concrete PSI testing will occur so that the County can coordinate a witness.

The Contractor shall provide documentation of any inspections that are conducted at the site for any and all on-site welding that is required to erect the tower structure. The County should be allowed to witness the welding inspection/testing from ground-level if they choose. The Contractor should inform the County 2-3 days in advance of the date and time the welding inspection will occur so that the County can coordinate a witness. The Contractor shall provide the County with the credentials of the person or third-party firm performing the welding inspections and if the County would prefer to hire its own inspector the County reserves the right to be able to do so and the Contractor's associated costs for the welding inspector that was part of the proposed pricing shall be credited back to the County through a purchase order modification or a contract change order.

### **3.6.7 Tower and Foundation Design Considerations**

Two designs should be provided by each Proposer for the tower and its foundation. One design will accommodate the County's P25 installation with a 40% growth factor. The second design will provide a tower that can support additional co-located wireless companies installed on a

future added 40' section(s) of tower that would be added to the top of the 190' tower making it 230' overall. This two-design approach will provide the County with the options and details it requires to make a final decision on the strength and support capability of the tower that will ultimately be constructed at the Quinlan site. The costs associated with each tower and foundation design will be considered during the vendor evaluation and selection process.

Tower and Foundation Design 1 will be part of the Respondent's initial offering and Tower and Foundation Design 2 will be provided as an upgrade option.

**Tower and Foundation Design 1** should be designed to support the following equipment installations:

- Hunt County P25 installation and associated tower-mounted equipment
- 40% growth of the Hunt County 25 installation

**Tower and Foundation Design 2** should be designed to support the following ***additional*** equipment installations over and above **Tower and Foundation Design 1**:

- Two (2) new 20' tower sections (40' total) added to the top of the tower making the future overall height of the tower 230'
- Two (2) Cellular/Data Commercial Service Providers installed on the new tower sections at centerlines 210' and 225'

Please note that Proposers should not include in their proposal costs for Tower and Foundation Design 2 the actual cost of the additional 40' of tower. This future expansion at the site will be borne by the Cellular/Data Commercial Service Provider. To be clear, for Tower and Foundation Design 2, the County wants the 190' tower structure to be designed to be capable in the future of supporting the additional 40' add at the top of the tower and the installation of the two (2) Cellular/Data Commercial Service Providers installed thereon at the noted centerlines. The pricing provided for Tower and Foundation Design 2 will provide the County with the information to make the decision if this design makes economic sense for future collocated users through a sub-lease agreement.

The County reserves the right to make their final decision on which tower and foundation design it intends to have constructed at the Quinlan site after Contractor selection / award. However, the County's final decision on the tower and foundation design will be made no later than 14 calendar days after the Contractor award.

**3.6.8 Hunt County P25 Installation Specifications**

The County's P25 installation at the Quinlan site on the tower will include:

- Two (2) omni-directional type antennas (LMR – Land Mobile Radio antennas)
- One (1) microwave dish antenna
- Two (2) GPS receive antennas (mounted on the ice bridge or shelter)
- Tower-top amplifier (TTA)
- Antenna mounts for each LMR and microwave dish antenna
- Transmission lines for each LMR antenna and TTA (one line per antenna and TTA)
- Waveguide for the microwave dish antenna

Table 3 below contains the complete specifications for the County's P25 antenna installation for the Quinlan tower site including the LMR omni-directional antennas, the backhaul microwave antenna, all antenna mounting hardware, all transmission lines and the TTA.

LMR ANTENNA REQUIREMENTS					
MAKE & MODEL	QUANTITY	WEIGHT	LENGTH	WIDTH	DEPTH
Sinclair SC49C-HWB LDF (Omni)	2 (TX & RX)	68 lbs. each	202.5"	5"	5"
TOWER TOP AMPLIFIER (TTA) REQUIREMENTS					
MAKE & MODEL	QUANTITY	WEIGHT	LENGTH	WIDTH	DEPTH
Combilent CP00732 (TTA)	1	12 lbs.	9.5"	4"	4"
MICROWAVE ANTENNA REQUIREMENTS					
MAKE & MODEL	QUANTITY	WEIGHT	LENGTH	WIDTH	DEPTH
Commscope VHLP6-6W (Microwave)	1	190 lbs.	dia.)	74.8" (6' dia.)	47.5"
ANTENNA MOUNTING HARDWARE REQUIREMENTS					
MOUNT TYPE	MANUFACTURER	MODEL #	QUANTITY	WEIGHT	DIMENSIONS
Omni Antenna Clamp	Sinclair	CLAMP006B	4	12 lbs each	18" x 7" x 2"
Omni Antenna Side Mount Kit	Sinclair	SMK-425-A7-T3	2	80 lbs each	134" x 36" x 4"
Omni Antenna SM Clamp	Sinclair	CLAMP17	4	5 lbs each	9" x 6" x 6"
MW Universal Pipe Mount	Commscope	PM-SU4-63	1	138 lbs each	63" x 12" x 12"
MW Side Strut Kit	Commscope	VSTRUT-P3KIT	1	13,228 lbs each	62" x 12" x 12"
TRANSMISSION LINE REQUIREMENTS					
MAKE & MODEL	QUANTITY	WEIGHT	DIAMETER		
RFS LCF78-50JA (TX & RX Omnis)	2	0.27 lb/ft	7/8" dia. CELLFLEX®, Foam-Dielectric Coaxial Cable		
RFS LCF12-50J (Tower Top Amp - TTA)	1	0.125 lb/ft	1/2" dia. CELLFLEX® Foam-Dielectric Coaxial Cable		
Commscope EW63 (Microwave)	1	0.511 lb/ft	Heliax Elliptical Waveguide, Dims: 2.01" x 1.16"		

**Table 3**

### 3.6.9 Typical Cellular/Data Commercial Provider Installation

A typical Cellular/Data Commercial Provider (Cell Provider) installation includes three sectors of multi-band panel antennas and the associated remote radio units (RRUs) mounted on the tower at the same elevation. For structural analysis considerations, it is assumed that a Cell Provider installation would include (specifications provided below are per item):

- Nine (9) panel antennas (Commscope JAHH-65C-R3B-V3, 96" H x 14" W x 8" D, 80 lbs)
- Twelve (12) RRUs (Ericsson 4478, 18" H x 14" W x 8" D, 58 lbs)
- Three (3) 12.5' face width high capacity sector v-frame mounts (Commscope SFG22HDX-12-5-WL, 120" H x 150" W x 42" D, 738 lbs),
- Three (3) 1/2" fiber cables, and
- Six (6) 3/4" DC power cables.

### 3.6.10 Antenna Installation Heights

The tower drawing provided in Figure 1 denotes the designed locations of the County's antenna systems associated with its P25 radio system deployment and the proposed elevations for the Cell Provider antennas on the future 40' tower section. These proposed antenna installation heights should be utilized for developing the two tower and foundation designs requested.

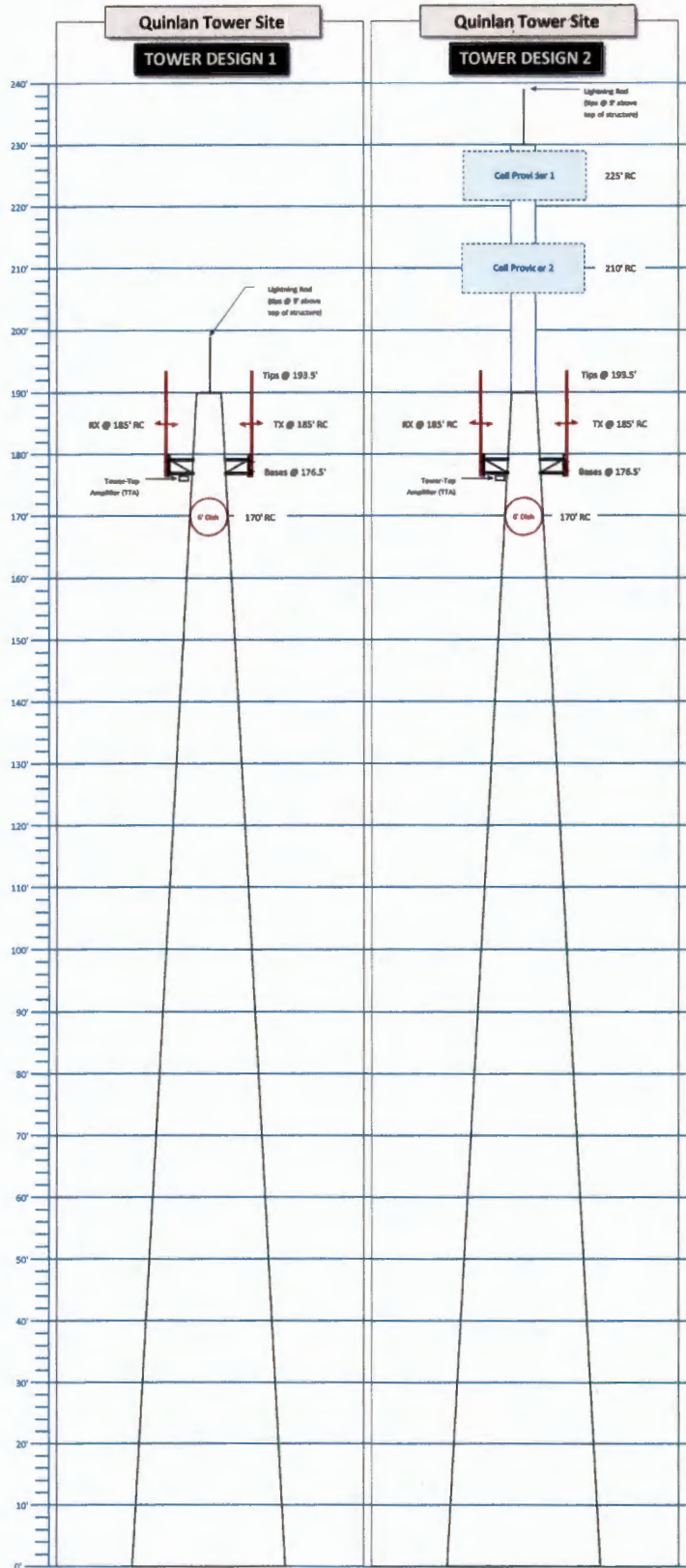


Figure 1

**3.6.11 Grounding, Lightning Protection and Surge Protection**

The tower shall be furnished with a grounding and lightning protection system in accordance with the L3Harris Site Grounding and Lightning Protection Guidelines T4618RevF (Attachment 7). All grounding, lightning protection and surge protection requirements listed in the L3Harris Site Grounding and Lightning Protection Guidelines T4618RevF document should be adhered to for the tower and foundation designs and installations. Failure of a Proposer to include the need and/or specification for grounding and lightning protection in their proposal for the requested tower is not grounds for a future change order to provide the omitted grounding and lightning protection as specified in the L3Harris Site Grounding and Lightning Protection Guidelines T4618RevF document. The Contractor's authorized agent must state in the provided Cover Letter that they have read and understand the T4618RevF document and will design and install the grounding, lightning and surge protection for the tower in accordance with all applicable guidelines.

## 4.1 INSTALLATION, TESTING, MAINTENANCE & WARRANTY

### 4.2 Implementation Schedule

The Proposal shall include a realistic and attainable implementation schedule, with major milestones listed and specifying those items required of the County to complete implementation, including item order dates, delivery dates, and long-lead time items. The schedule should include all activities and tasks to be completed by the Contractor and its subcontractor and shall establish a projected Tower site handover date. The schedule shall be kept up to date by the Contractor throughout the project reflecting any relevant changes and/or adjustments. The day following the handover date would be the first day that L3Harris could begin installation of the P25 antenna systems on the Quinlan tower.

### 4.3 Equipment Delivery

Equipment and material orders, delivery and installation will not begin until the selected Contractor has been provided a Purchase Order ("PO") by the County and County has issued a formal Notice to Proceed ("NTP").

All deliveries shall be freight prepaid by the Contractor with no charges or costs to be paid by the County at the time of delivery. All deliveries shall be made to a secure Contractor-provided facility or directly to the site as mutually agreed upon by the County and the Contractor. Deliveries shall be unloaded by the Contractor or delivery person. Regardless of the place of delivery, the Contractor shall notify the County's Construction Project Manager regarding the date, time, place, and items associated with each delivery within a reasonable time prior to the date and time thereof; provided, if the Contractor cannot determine the date and time with reasonable certainty, the required notice shall be given within 24 hours following the delivery.

The County shall have the right, but not the duty, to make inspections with regards to each and every item delivered. The delivery of materials or equipment shall not constitute partial or conditional acceptance of the Tower site or any of its components.

## 4.4 Installation

### 4.4.1 Installation Criteria

Installation efforts shall not begin at the site location until such time that the County has issued a construction NTP for the site. Issuance of a permit or NTP shall be contingent upon completion of all environmental and regulatory studies, permits, and submittals necessary for proposed equipment and services. Installation of all materials and equipment at the Quinlan site must

meet FCC, FAA and EIA industry standards in all respects with specific attention given to applicable OSHA, County/City Codes, Fire Codes, and Electrical Codes and to the methods employed for civil construction, wiring, cabling, terminations, cable and wire labeling, documentation, wire codes, general appearance and operating performance. All installations shall further utilize electrical grounding and lightning/surge protection methodology per the Grounding, Lightning Protection and Surge Protections, as described in Section 3.6.11 (L3Harris Site Grounding and Lightning Protection Guidelines T4618RevF). The Proposal shall specifically state all codes, standards, and grounding criteria that will be utilized for site preparation and installation activities. If the installation of any material or equipment covered under this procurement requires a licensed tradesman to design and/or to perform the installation task, the Contractor shall utilize a licensed and qualified professional to perform said task(s).

The Contractor shall be responsible for the cost of repairing or bringing to original condition existing facilities and/or neighboring property that may suffer damage during the course of construction and installation at the Quinlan Tower site. The Contractor shall keep the jobsite clean and orderly, free of trash and debris, and keep materials properly stored and protected from damage. The Contractor and all subcontractors shall also completely remove from the premises all packaging, crates, and other litter due to their work.

The Proposal must describe installation plans and procedures and indicate the supporting organizational structure, listing specific qualifications of personnel and job functions proposed to complete the installation.

#### **4.4.2 Installation Procedures**

Contractor shall provide adequate, technically competent, safety and trade trained personnel to install all equipment supplied for the requested tower infrastructure. All installation activities shall be coordinated with the County's Construction Project Manager. All construction and installation efforts by the Contractor and its subcontractors shall utilize best industry practices.

#### **4.4 Site Handovers**

It is understood that the next phase of L3Harris' implementation of the Hunt County P25 Radio System Project cannot be fully started at the Quinlan site until the site is constructed by the Contractor and handed over to the County. Once handover of the site begins L3Harris should be able to begin their installation of P25 associated antennas systems on the tower. Thus, it is



critical that the Contractor's schedule for handover be continuously updated and communicated with the County.

#### **4.5 Acceptance Testing**

##### **4.5.1 General**

Upon completion of the installation at the Quinlan Tower site, and before final acceptance, the Contractor shall perform the following tests and submit the results to the County, in writing:

- A. On-site inspection of completed installation, with all identified punch list deficiencies corrected
- B. Equipment tests and verification of equipment performance, features, and functions
  - Foundation PSI concrete testing
  - Welding Inspections and Testing (if applicable)
  - Grounding / Lightning Protection Testing
  - Operation of the Climbing Ladder Safety Climbing System

Detailed test procedures for each of the system tests shall be submitted for approval to the County at least thirty (30) days before each test is scheduled to be performed. The County will approve, conditionally approve, or reject the test plan within fourteen (14) days of submittal.

Tests will not be considered valid tests unless the test plan has received prior approval and the tests are monitored by the County or its designated agent. The County reserves the right to disapprove any tests or test results which do not conform with agreed upon procedures and pass/fail criteria. If disapproved, it shall be the sole responsibility of Contractor to modify, correct, or repeat any such disapproved tests or test results to the satisfaction of the County and at no cost to the County.

All tests shall be coordinated in advance of site handover with the County's Construction Project Manager and shall be conducted during normal working hours, Monday through Friday, from 8:00 A.M. to 5:00 P.M.

##### **4.5.2 System Installation Compliance**

Contractor shall conduct an on-site inspection of the Quinlan site with the County prior to execution of the various testing. This inspection shall demonstrate that all equipment has been delivered and installed. The inspection shall demonstrate that all installation requirements have

been completed and all equipment has been properly connected to the Contractor-provided grounding / lightning protection system(s). Any discrepancies or issues impacting performance must be corrected by the Contractor prior to execution of the various tests. Minor issues may be added to a punch list for correction prior to Final Acceptance. Final tower placement and connections shall be reflected in the as-built documentation.

#### **4.5.3 Punch List**

Throughout the inspection and testing process, failures and issues shall be placed on a "punch list" to track and document necessary resolution for the site. All punch list items shall be resolved prior to Final Acceptance for the Tower site.

#### **4.6 Documentation**

Contractor shall supply, with the site handover, complete site documentation including equipment maintenance and operations manuals, if applicable. This documentation shall include all project-specific and pertinent plans and designs and a maintenance schedule. As-built documentation, site drawings, final parts/equipment lists, and serial number lists must be supplied a minimum of 14 days prior to overall Site Acceptance. All sites must have an operations/maintenance manual and as-built documentation at the site covering all equipment installed at the site. Contractor shall also provide brochures and technical specification sheets for all other products furnished. The County may elect to receive documentation in electronic form at their discretion.

#### **4.7 Final Cleaning & Equipment Removal/Disposal**

Prior to requesting Final Acceptance for the Quinlan site, the Contractor shall clean the work area to the satisfaction of the County. The final cleaning shall include at a minimum removing packing materials and debris, trash containers, and any other cleaning or repairs necessary to return the work areas and property to an acceptable condition.

#### **4.8 Final Acceptance**

Final Acceptance for the Quinlan Tower site shall not be requested by the Contractor until all acceptance testing and documentation have been accepted by the County and all required equipment and services have been delivered.

#### **4.9 Initial Warranty and Maintenance**

The Proposal shall include an initial warranty and maintenance period of not less than one (1) year, beginning on the date the County grants the Contractor Final Acceptance for the Quinlan tower project.

The initial warranty and maintenance coverage shall protect all equipment and services delivered under the Contract from defects in operation, design, materials, and workmanship. If the Contractor's provided equipment is covered by a manufacturer's warranty in excess of one year, the length of the included warranty term shall be clearly specified in the Proposal. All restrictions and/or limitations to warranty coverage should be clearly defined in the Proposal.

Contractor shall be responsible for any needed warranty actions including all parts, labor, travel and all other expenses required. The Contractor shall state the procedure and methodology for obtaining equipment repairs during the warranty coverage period.

#### **4.10 Extended Initial Warranty and Maintenance**

The Proposal shall include pricing for a two (2) year and three (3) year initial warranty and maintenance period. The extended initial warranty and maintenance coverage shall protect all equipment and services delivered under the Contract from defects in operation, design, materials, and workmanship.

#### **4.11 Extended Maintenance**

The Proposer shall also provide recommendations for maintenance for all associated equipment provided. The recommendations should include the maintenance schedule, and if provided by the Proposer, the cost of the maintenance for each subsystem or equipment should be provided in the Proposal. If some or all of the recommended maintenance is not a service provided by the Proposer then the Proposer should provide estimated costs for each maintenance item. The recommendations and pricing for maintenance should be provided for 5 years after the initial 1 year warranty expires.

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 \_\_\_\_\_

Signature of vendor doing business with the governmental entity

Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

### **Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7<sup>th</sup>) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

### **Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### **Organization Name – House Bill 89 Verification:**

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter in a contract with a company for goods or services unless the contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

### **Changes to Form 1295**

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete the unsworn declaration.

### **What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if; the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, \*
- a contract with an electric utility, as the term is defined by Section 31.002, Utilities Code\*or
- a contract with a gas utility, as the term is defined by Section 121.001, Utilities Code\*

The newly exempt contract types are marked with an asterisk.



**Why do I need to include my date of birth and address when I sign Form 1295?  
Was this always the case?**

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unworn declaration, including the date of birth and address of the signatory replaced the notary requirement that applied to contracts entered into before January 1, 2018.

**Will my date of birth and address appear on TEC’s website when I file the form?**

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.



**Organization Name  
House Bill 89 Verification**

I, Brian Newberg, the undersigned representative of  
Sabre Industries, Inc.

(hereafter referred to as company) being  
an adult over the age of eighteen (18) years of age, after being duly sworn by the  
undersigned notary, do hereby depose and verify under oath that the company named-  
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

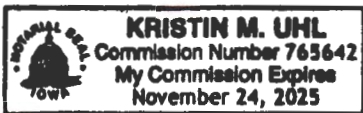
March 13, 2024

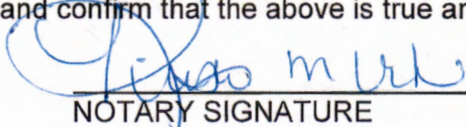
DATE

  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 13<sup>th</sup> day of March, 2024, personally appeared  
Brian D. Newberg, the above-named person, who after  
by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



  
NOTARY SIGNATURE

3/13/2024  
Date

**Formal Proposal #245-24, Communications Tower for  
Hunt County Quinlan Tower**

**PROPOSAL SIGNATURE FORM**

The undersigned agrees this Proposal becomes the property of Hunt County after the official opening.

The undersigned affirms that they are duly authorized to execute a contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Hunt County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Hunt County prior to the official opening.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. Failure to sign and return this form will result in the rejection of the entire Proposal.

Signature  
X   
Authorized Representative

NAME AND ADDRESS OF COMPANY:

Sabre Industries, Inc.  
8653 E. HWY 67  
Alvarado, TX 76009  
\_\_\_\_\_

Date March 12, 2024

Name Brian Newberg

Title President - Telecom

Tel. No. 712-454-7100 Fax No. \_\_\_\_\_

E-Mail Address: [bdnewberg@sabreindustries.com](mailto:bdnewberg@sabreindustries.com)

AFTER HOURS EMERGENCY CONTACT:

Name Don Hinc Tel. No. 940-276-1169

**THIS FORM MUST BE SIGNED.**