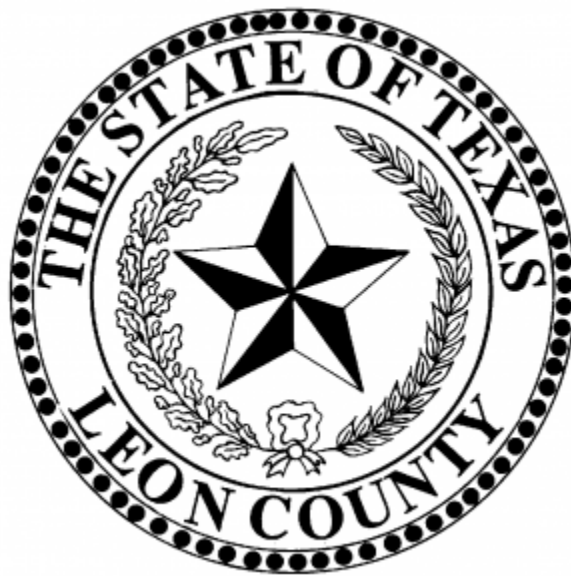


REQUEST FOR PROPOSALS
LEON COUNTY, TEXAS
RFP NO. 2026-361
RADIO COMMUNICATIONS TOWERS



LEON COUNTY
113 W. MAIN, 2ND FLOOR
P.O. Box 898
CENTERVILLE, TEXAS 75833

PROPOSAL DUE BY 2:00 PM CDT ON MAY 1, 2026

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1. INTRODUCTION

Leon County, Texas, (County) has issued this Request for Proposals (RFP) to solicit competitive turnkey proposals for the development of five new radio communications tower sites as part of its comprehensive radio communications improvement plan. Located midway between Dallas and Houston, Texas, Leon County is primarily served by Interstate 45, which provides key regional access.

The County's existing communication infrastructure supports multiple public safety land mobile radio (LMR) systems. This RFP outlines detailed requirements and structured guidance to assist offerors in preparing and submitting compliant and competitive proposals.

In accordance with the directive of the Leon County Judge, sealed proposals will be accepted for the construction and deployment of the new radio tower sites. The County's objective is to furnish offerors with sufficient information to enable the development of complete and responsive proposals aligned with project goals.

1.1. Offeror Registration

Offerors intent on responding to this RFP are required to register with the Leon County Auditor by April 20, 2026. Contact information is provided below.

Leon County Auditor's Office
113 W. Main, 2nd Floor, P.O. Box 898, Centerville, TX 75833
Phone: (903) 536-2709
Email: courtney.spence@co.leon.tx.us

All Offerors shall be required to complete the following:

- Provide their own transportation to tower sites during site walks
- Attend scheduled site visits
- Provide all pricing on the cost proposal forms (see Section 7)

1.2. Pre-Proposal Conference

A mandatory pre-proposal conference will be conducted by the County at 10:00 a.m. on April 22, 2026, at the following location:

Leon County Auditor's Office
113 W. Main, 2nd Floor
Centerville, TX 75833

It is the responsibility of each Offeror to thoroughly review all site information and RFP documentation in advance, in order to gain a complete understanding of the project requirements. Attendance at the pre-proposal conference is required for all offerors intending to submit a proposal; each offeror must have at least one representative present.

Offerors are expected to read the entire RFP prior to the conference. Questions for discussion must be submitted in Microsoft Word format via email to the Leon County Auditor's Office at

courtney.spence@co.leon.tx.us , with the subject line: "RFP NO. 2026-361 RADIO COMMUNICATIONS TOWERS". Each submission must clearly state the name of the submitting firm. This process ensures that the conference discussion is as productive and focused as possible.

A written summary of all submitted questions and the County's responses will be distributed to all conference attendees within a few days following the meeting.

The deadline for submitting questions is seven (7) business days prior to the proposal due date, as specified in the Schedule of Events section of this RFP. Any interpretations, clarifications, or changes to the RFP will be issued by formal addendum.

1.3. Site Due Diligence

Site visits will take place immediately following the Pre-Proposal Conference. All registered Offerors are encouraged to attend and will be responsible for gathering any additional site-specific information necessary for proposal development during the scheduled visits.

Offerors will be permitted to photograph the sites during the site walks for reference and planning purposes.

1.4. Funding

Funding for payments under this contract for the current fiscal year has been authorized through the County's annual budgeting and appropriation process. In accordance with state statutes, the County is prohibited from committing public funds beyond the fiscal year for which a budget has been duly approved. As such, any anticipated orders or contractual obligations extending beyond the end of the current fiscal year are contingent upon the appropriation of funds in future budgets.

1.5. Bonding Requirements

1.5.1. Proposal Guarantee (Bid Bond)

All proposals submitted in response to this RFP must include a proposal guarantee in the form of either a bid bond or a cashier's check. Proposals submitted without the required guarantee will be deemed non-responsive and will not be accepted. The value of the proposal guarantee must be equal to five percent (5%) of the total proposed system cost and must be submitted at the time of proposal submission.

1.5.2. Performance and Payment Bonds:

In accordance with V.T.C.A. § 2253.021, any public works contract awarded by a governmental entity requires the following bonds from the prime contractor prior to the commencement of work:

- A Payment Bond is required for contracts exceeding \$25,000.
- A Performance Bond is required for contracts exceeding \$100,000.

Both bonds must be:

- Issued in the full amount of the contract;
- Made payable to the County;

- Executed by a corporate surety authorized to conduct business in the State of Texas, in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

The successful Offeror (hereinafter Contractor) shall furnish both the performance and payment bonds within thirty (30) calendar days of contract execution or prior to the start of work, whichever occurs first.

Bonds shall be delivered to Leon County, 113 W. Main, 2nd Floor, Centerville, TX 75833.

1.5.3. Bond Renewal Requirements

The Performance Bond and Payment Bond must be automatically renewed annually on the anniversary of their effective date for the full term of the Agreement, including any authorized extensions.

If the Surety elects not to renew one or both bonds, it must provide written notice to both the Contractor and the County at least thirty (30) calendar days prior to the scheduled renewal date.

In such an event, the Contractor shall be responsible for providing the County with a replacement bond, in the same form and amount as the affected bond(s), no later than the renewal date, to ensure continuous bond coverage throughout the contract term.

1.6. Completion/Response Time

The Contractor shall deliver the product(s) and/or complete the required services at the County's designated locations within the number of calendar days specified in the schedule proposed by the Offeror and accepted by the County. All deliveries and service completions must adhere strictly to the approved timeline.

1.7. RFP Schedule

The following schedule outlines the key milestones in the RFP process. Please note that this timeline is tentative and subject to change. The County reserves the right to modify any portion of the schedule at its sole discretion, as deemed necessary to serve the best interests of the project.

Full RFP Release and Advertising Date	April 7, 2026
Deadline for Offeror Registration	April 20, 2026 10:00 AM CDT
Pre-Proposal Conference/Site Visit	April 22, 2026 10:00 AM CDT
Cut-off Date for Final Questions	April 24, 2026 5:00 PM CDT
Proposals Due	May 1, 2026 2:00 PM CDT
Contract Award	May 15, 2026

1.8. General Requirements

Offerors are strongly encouraged to read this entire RFP document thoroughly and to carefully follow all instructions provided. You are fully responsible for understanding and complying with all requirements, terms, and specifications outlined herein.

Before submitting your proposal:

- Review the Table of Contents to ensure familiarity with the document's structure and content.
- Confirm that your proposal package is complete, accurate, and fully responsive to all sections of the RFP.
- Ensure that all required forms, documentation, and certifications are included.

Failure to comply with any portion of this RFP may result in disqualification or rejection of your proposal.

1.9. Awarded Contractor Responsibilities

Unless otherwise explicitly stated, the Contractor shall be responsible for the following duties throughout the duration of the contract:

- A. Coordinate and issue all necessary notifications to relevant authorities or entities to facilitate required site inspections in a timely and compliant manner.
- B. Coordinate with underground utility location services and other applicable organizations to ensure safe and lawful excavation and construction activities.
- C. Provide secure and appropriate storage for all materials, equipment, and supplies to preserve quality and prevent damage or theft.
- D. Ensure all work and materials conform to the applicable codes, standards, and specifications referenced throughout this RFP, including any updates or amendments thereto.
- E. Attend project meetings as necessary or as requested by the County to provide updates, resolve issues, and ensure project alignment.
- F. Prepare and submit progress reports at the intervals required by the County or the designated project manager, detailing milestones achieved, upcoming work, and any relevant project issues.
- G. Notify the County immediately upon any tower site reaching its maximum structural height, to allow for verification, inspection, and any necessary coordination.

1.10. Records

The Contractor shall maintain all project-related records, documents, and supporting materials for a minimum of one (1) year following the County's formal acceptance of the completed project. These records shall be made available to the County upon request for audit, inspection, or verification purposes.

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2. PROJECT OVERVIEW

The County is soliciting proposals for the design, construction, and deployment of five (5) new radio communications tower sites as part of its comprehensive Radio Communications Improvement Plan.

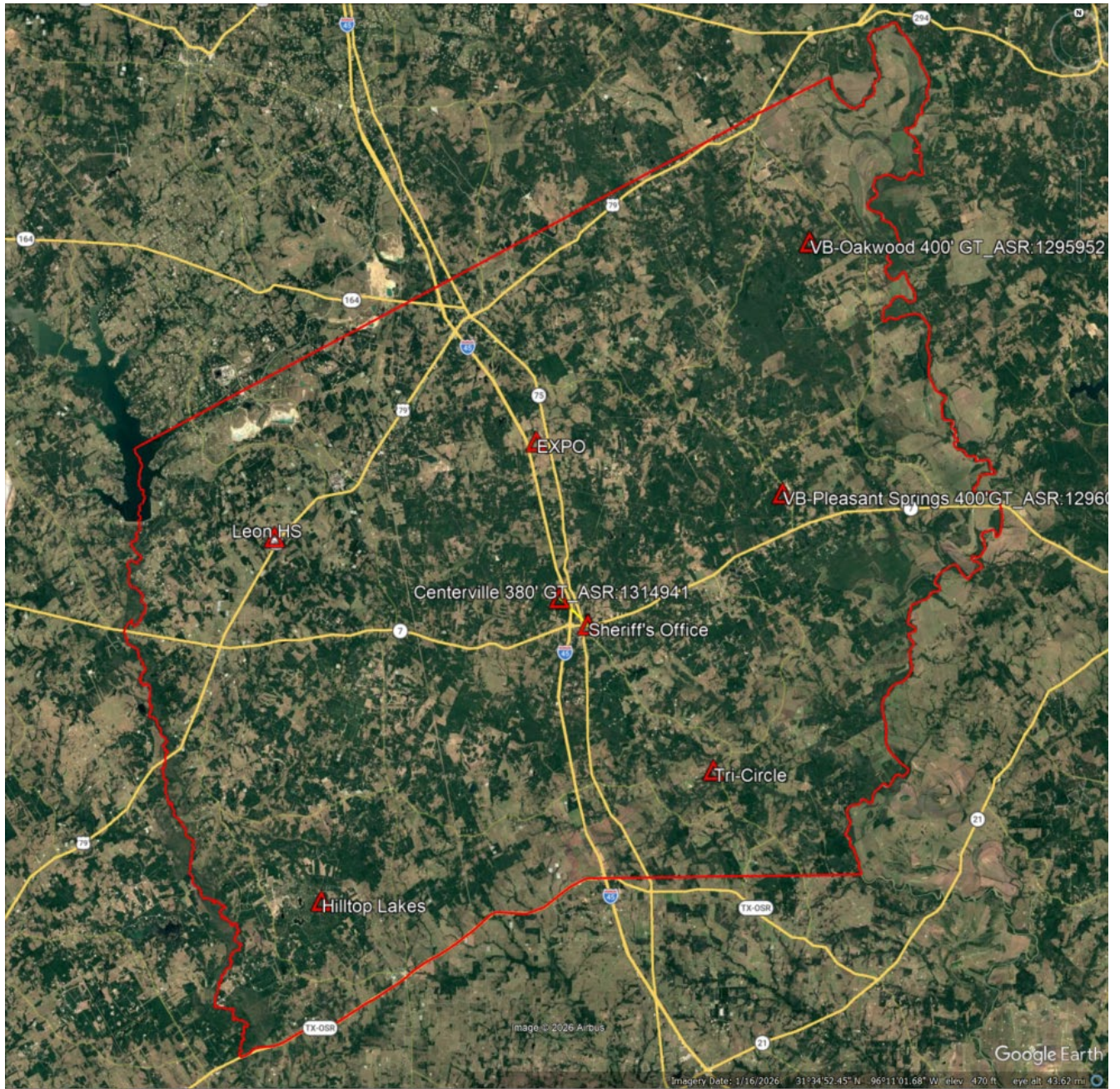
2.1. General Overview

The Contractor shall be responsible for the provision and turnkey installation of fully operational radio towers as specified in this RFP. The Contractor shall perform and complete the following tasks:

- A. Obtain all necessary permits and approvals required for site work
- B. Perform all earthwork, including excavation, backfilling, compaction, and grading
- C. Design and install the tower ground ring in accordance with specified requirements
- D. Furnish and install radio towers at designated locations
- E. Furnish and install all required tower marking and lighting systems
- F. Install tower lighting controls as described in the technical specifications provided in this RFP

2.2. Site Location Information

Detailed information regarding site locations can be found in the sections that follow.



2.2.1. Expo Center — 400-foot Guyed Tower

This site is at the Leon County Exposition Center, 3637 County Road 305, Buffalo, TX 75831. The 400-foot guyed tower will be located behind the facilities.

Approximate Site Coordinates:

- Latitude: 31° 22' 43.72" N
- Longitude: 96° 00' 49.51" W
- Datum: North American Datum of 1983 (NAD83)



2.2.2. Leon High — 400-foot Self-supporting Tower

This site is at Leon High School, 12460 Highway 79 W. Jewett, TX 75846. The 400-foot self-supporting tower will be behind the school. Sports and other school-related activities are to be expected in the vicinity.

Approximate Site Coordinates:

- Latitude: 31° 18' 57.10" N
- Longitude: 96° 12' 53.40" W
- Datum: NAD83



2.2.3. Hilltop Lakes — 380-foot Guyed Tower

The Hilltop Lakes site is located in Hilltop Lakes subdivision in southwest Leon County. The site address is 157 Possum Bend Hilltop Lakes, TX 77871. The tower will be 380-foot guyed.

Approximate Site Coordinates:

- Latitude: 31° 04' 38.01" N
- Longitude: 96° 10' 42.56" W
- Datum: NAD83



2.2.4. Tri-Circle Ranch — 400-foot Guyed Tower

This site is at the Tri-Circle Ranch, 8153 County Road 106, Leona, TX 75850. The tower will be 400-foot guyed as this site has two deep ravines, denoted by the trees, the tower may require a combination of long and short guy wires.

Approximate Site Coordinates:

- Latitude: 31° 09' 47.03" N
- Longitude: 95° 52' 40.05" W
- Datum: NAD83



2.2.5. Sheriff's Office — 120-foot Self-supporting Tower

This site is at the Leon County Sheriff's Office, 606 East St Mary's St. Centerville, TX 75833. The 120-foot self-supporting tower will be behind the sheriff's office.

Approximate Site Coordinates:

- Latitude: 31° 15' 30.88" N
- Longitude: 95° 58' 26.79" W
- NAD83



2.3. Radio Tower and Site Work

The County will be responsible for clearing and grading all sites, including the designated tower location and guy wire anchor paths, prior to the commencement of construction activities.

2.3.1. Expo Center

The Contractor shall:

- A. Design and install tower foundations
- B. Erect one (1) 400' guyed tower

- C. Install tower-mounted air terminal and extension pipe
- D. Install grounding electrode system, including:
 - Tower ground ring
 - Minimum of three (3) 3/4" x 20' ground rods
 - Note: Two (2) 3/4" x 10' ground rods may be butt-spliced together to form a 20' ground rod using Harger mold model GG34C (3/4" nominal ground rod to 3/4" nominal ground rod splice)
- E. Install and ground ice bridge support posts and a 24" x 30' ice bridge
- F. Install and fully commission the tower lighting system in compliance with Federal Aviation Administration (FAA) standards
- G. Install Unistrut, tower lighting system control box, and photo sensor on the ice bridge support posts
- H. Bond the tower light controller cabinet/chassis to the site grounding electrode system
- I. Install H-frame and trench from the H-frame back to the tower ground ring
- J. Install 2" underground conduit from H-frame to the tower light controller box at the ice bridge
- K. Install alternating current (AC) power cable in underground conduit from the H-frame to the tower light controller, install disconnect at the H-frame for the tower light controller
- L. Ground H-frame support post to the tower ground ring
- M. Install one (1) 10' ground rod at the H-frame for the new meter base
 - Do not bond this rod to the site grounding electrode system until after inspection and testing by the power company
 - Upon approval, bond the H-frame ground rod to the tower ground ring
- N. Install stainless/galvanized razor wire and three (3) strands of barbed wire with 45-degree extension arms atop the fence around each guy wire anchor point
- O. Install one (1) 10' ground rod at each guy wire anchor point
- P. Ground each guy wire at each anchor point in accordance with Motorola R56 standards

Note: Grounding of the fence corner posts, gates, and barbed wire will be performed by others.

2.3.2. Leon High

The Contractor shall:

- A. Design and install tower foundations
- B. Erect one (1) 400' self-supporting tower
- C. Install tower-mounted air terminal and extension pipe

D. Install grounding electrode system, including:

- Tower ground ring
- Minimum of three (3) $\frac{3}{4}$ " x 20' ground rods
- Note: Two (2) $\frac{3}{4}$ " x 10' ground rods may be butt-spliced together to form a 20' ground rod using Harger mold model GG34C (3/4" nominal ground rod to 3/4" nominal ground rod splice)

E. Install and ground ice bridge support posts and a 24" x 30' ice bridge

F. Install and fully commission the tower lighting system in compliance with FAA standards

G. Install Unistrut, tower lighting system control box, and photo sensor on the ice bridge support posts

H. Bond the tower light controller cabinet/chassis to the site grounding electrode system

I. Install H-frame and trench from the H-frame back to the tower ground ring

J. Install 2" underground conduit from H-frame to the tower light controller box at the ice bridge

K. Install AC power cable in underground conduit from the H-frame to the tower light controller, install disconnect at the H-frame for the tower light controller

L. Ground H-frame support posts to the tower ground ring

M. Install one (1) 10' ground rod at the H-frame for the new meter base

- Do not bond this rod to the site grounding electrode system until after inspection and testing by the power company
- Upon approval, bond the H-frame ground rod to the tower ground ring

Note: Grounding of the fence corner posts, gates, and barbed wire will be performed by others.

2.3.3. Hilltop Lakes

The Contractor shall:

A. Design and install tower foundations

B. Erect one (1) 380' self-supporting tower

C. Install tower-mounted air terminal and extension pipe

D. Install grounding electrode system, including:

- Tower ground ring
- Minimum of three (3) $\frac{3}{4}$ " x 20' ground rods
- Note: Two (2) $\frac{3}{4}$ " x 10' ground rods may be butt-spliced together to form a 20' ground rod using Harger mold model GG34C (3/4" nominal ground rod to 3/4" nominal ground rod splice)

E. Install and ground ice bridge support posts and a 24" x 30' ice bridge

- F. Install and fully commission the tower lighting system in compliance with FAA standards
- G. Install Unistrut, tower lighting system control box, and photo sensor on the ice bridge support posts
- H. Bond the tower light controller cabinet/chassis to the site grounding electrode system
- I. Install H-frame and trench from the H-frame back to the tower ground ring
- J. Install 2" underground conduit from H-frame to the tower light controller box at the ice bridge
- K. Install alternating current (AC) power cable in underground conduit from the H-frame to the tower light controller, install disconnect at the H-frame for the tower light controller
- L. Ground H-frame support post to the tower ground ring
- M. Install one (1) 10' ground rod at the H-frame for the new meter base
 - Do not bond this rod to the site grounding electrode system until after inspection and testing by the power company
 - Upon approval, bond the H-frame ground rod to the tower ground ring

Note: Grounding of the fence corner posts, gates, and barbed wire will be performed by others.

2.3.4. Tri-Circle Ranch

The Contractor shall:

- A. Design and install tower foundations
- B. Erect (1) 400' guyed tower
- C. Install tower-mounted air terminal and extension pipe
- D. Install grounding electrode system, including:
 - Tower ground ring
 - Minimum of three (3) ¾" x 20' ground rods
 - Note: Two (2) ¾" x 10' ground rods may be butt-spliced together to form a 20' ground rod using Harger mold model GG34C (¾" nominal ground rod to ¾" nominal ground rod splice)
- E. Install and ground ice bridge support posts and a 24" x 30' ice bridge
- F. Install and fully commission the tower lighting system in compliance with Federal Aviation Administration (FAA) standards
- G. Install Unistrut, tower lighting system control box, and photo sensor on the ice bridge support posts
- H. Bond the tower light controller cabinet/chassis to the site grounding electrode system
- I. Install H-frame and trench from the H-frame back to the tower ground ring

- J. Install 2" underground conduit from H-frame to the tower light controller box at the ice bridge
- K. Install alternating current (AC) power cable in underground conduit from the H-frame to the tower light controller, install disconnect at the H-frame for the tower light controller
- L. Ground H-frame support post to the tower ground ring
- M. Install one (1) 10' ground rod at the H-frame for the new meter base
 - Do not bond this rod to the site grounding electrode system until after inspection and testing by the power company
 - Upon approval, bond the H-frame ground rod to the tower ground ring
- N. Install stainless/galvanized razor wire and three (3) strands of barbed wire with 45-degree extension arms atop the fence around each guy wire anchor point
- O. Install one (1) 10' ground rod at each guy wire anchor point
- P. Ground each guy wire at each anchor point in accordance with Motorola R56 standards

Note: Grounding of the fence corner posts, gates, and barbed wire will be performed by others.

2.3.5. Sheriff's Office

The Contractor shall:

- A. Design and install tower foundations
- B. Erect one (1) 120' self-supporting tower
- C. Install tower-mounted air terminal and extension pipe
- D. Install grounding electrode system, including:
 - Tower ground ring
 - Minimum of three (3) 3/4" x 20' ground rods
 - Note: Two (2) 3/4" x 10' ground rods may be butt-spliced together to form a 20' ground rod using Harger mold model GG34C (3/4" nominal ground rod to 3/4" nominal ground rod splice)
- E. Install and ground ice bridge support posts and a 24" x 15' ice bridge

Note: Grounding of the fence corner posts, gates, and barbed wire will be performed by others.

2.4. Site Planning and Grounding Requirements

The Contractor shall be responsible for the preparation and submission of a tower grounding plan. This plan must include the layout of the grounding system in relation to the tower and must be submitted to the County for review and written approval prior to the start of construction.

The County will provide a site survey showing existing property boundaries, facilities, and property limits. In addition, the County will furnish a site plan identifying the proposed locations of the tower, perimeter fencing, access gates, equipment shelter, generator, fuel storage tank, and access road.

The Contractor's proposed site plan must indicate the exact tower center point and the full configuration of the grounding system. It must be coordinated with the County's plan to ensure integration and avoid conflicts with existing infrastructure.

During construction, the Contractor shall:

- Take appropriate measures to avoid unnecessary disturbance of existing site ground cover
- Implement best management practices to prevent soil erosion from wind and water
- Import only clean fill material from known, approved sources, and provide documentation identifying the origin and quantity of all imported materials
- Be responsible for the removal of excess materials generated during construction activities
- Leave the site in a clean, safe, and finished condition, free of debris, ruts, hazardous conditions, and residual construction materials

A final site inspection will be conducted by the County prior to final acceptance of the work.

2.5. Clearing and Grading

The County will perform all necessary clearing and grading of the tower compounds prior to the commencement of tower construction.

2.6. Electrical

The County shall coordinate the installation of electrical service at each tower site. All electrical work will be performed by a licensed electrician in accordance with applicable codes and regulations.

A 120/240 Volt, single-phase, 200-amp electrical service will be provided and may be made available for Contractor use during construction activities, subject to prior coordination with the County.

2.7. Subsurface Exploration

The tower foundation shall be designed to accommodate the specified tower structure, accounting for all applicable loads, including antenna and equipment loads, as well as the actual soil conditions at each tower site.

The Contractor is responsible for providing a complete foundation design and supporting documentation based on the geotechnical conditions of the site and the antenna structure design requirements outlined in this RFP.

Geotechnical investigations have been conducted at each proposed tower location to support the development of appropriate foundation designs and cost estimates. The resulting geotechnical investigation reports are included in the Exhibit section of this document for reference and use in final design preparation.

2.8. Submittal Data and Notification Requirements

No later than fifteen (15) calendar days prior to the start of foundation excavation, the Contractor shall submit signed and sealed copies of all required tower structure and foundation design documentation, prepared by a licensed professional engineer.

A total of three (3) complete copies shall be delivered to the County at the following address:

Leon County Texas
Attn: County Auditor
113 W. Main, 2nd Floor
P.O. Box 898
Centerville, Texas 75833
(903) 536-2709

The documentation must be complete, technically accurate, and based on the actual soil conditions and tower design parameters as outlined in this RFP. The County's review and approval are required before any foundation work may proceed.

2.9. Compliance with Codes and Standards

All work shall be performed in strict compliance with applicable federal, state, and local codes, as well as generally accepted industry standards. In the event of any conflict between applicable codes or standards, the most stringent requirement shall govern, unless otherwise specified in writing by the Engineer.

The following codes and standards, including but not limited to those listed below, shall apply:

- American Institute of Steel Construction (AISC) – *Manual of Steel Construction; Specification for Structural Joints Using ASTM A325 or A490 Bolts*
- Electronic Industries Alliance (TIA/EIA-222-G & H) – *Structural Standards for Antenna Towers and Antenna Supporting Structures*
- American Welding Society (AWS D1.1) – *Structural Welding Code*
- Federal Aviation Administration (FAA) – *Advisory Circular AC 70/7460 – Obstruction Marking and Lighting*
- National Electrical Code (NEC) – Applicable to tower lighting kits and electrical components
- American Concrete Institute (ACI 318) – *Building Code Requirements for Reinforced Concrete*
- Concrete Reinforcing Steel Institute (CRSI) – *Manual of Standard Practice*
- ASTM International Standards, including:
 - A53 – Welded and Seamless Steel Pipe
 - A123 – Zinc (Hot-Dip Galvanized) Coatings on Steel Products
 - A153 – Zinc Coatings (Hot-Dip) on Iron and Steel Hardware
 - B695 – Zinc Coatings (Mechanically Deposited)
 - A385 – Zinc Coatings on Assembled Steel Products
 - A307 – Low-Carbon Steel Fasteners
 - A325 – High-Strength Steel Bolts
 - A615 / A706 – Reinforcing Steel Bars
 - C9 – Ready-Mixed Concrete
- Telecommunications Protection Standards:

- T1.334-2002 – Electrical Protection of Communications Towers
- T1.333-2003 – Electrical Protection for Telecommunications Central Offices
- T1.333-2001 – Grounding and Bonding of Telecommunications Equipment
- ANSI/NFPA 780-2004 – *Installation of Lightning Protection Systems*
- City, County, and State Building and Environmental Codes – Where inconsistencies exist, the most stringent code shall prevail
- Occupational Safety and Health Administration (OSHA) – All applicable safety regulations
- Prevailing Labor Laws and Wage Rates – As established by applicable jurisdiction

It is the Contractor's sole responsibility to identify and comply with all applicable laws, ordinances, codes, and standards necessary for the successful execution of the work outlined in this RFP.

2.10. Ownership of Drawings, Documents, and Specifications

All drawings, plans, specifications, reports, and other documents submitted by the Contractor to the County in connection with this project shall become the property of the County upon submission.

Any information the Contractor considers to be proprietary or confidential must be clearly labeled as such at the time of submission. The County will make reasonable efforts to protect proprietary information from public disclosure to the extent permitted by applicable law.

2.11. Workmanship and Unauthorized Work

All work performed under this Agreement shall be executed in a skillful and workmanlike manner in accordance with accepted industry standards. The Contractor shall ensure that all personnel assigned to the project are qualified to perform their duties.

The County's Project Manager reserves the right to require the removal and replacement of any Contractor personnel deemed incompetent, careless, or otherwise objectionable.

Any work performed outside the defined scope of this contract, or without prior written authorization from Leon County shall be considered unauthorized work. If deemed necessary by the County, such work shall be remedied, removed, or replaced by the Contractor at the Contractor's sole expense.

In addition, the County may assess or deduct any costs associated with redressing unauthorized work or related engineering services from the amount payable to the Contractor.

2.12. Materials

Unless expressly stated otherwise in this Agreement and with prior written approval from the County, all equipment, materials, and associated articles used in the performance of the work shall be new and unused.

References in the contract documents to specific brands, trade names, or catalog numbers are intended to establish a minimum standard of quality and shall not be construed as limiting competition. The Contractor may propose equivalent substitutions, subject to written approval by the County.

The County shall be the sole judge of the quality and suitability of any proposed alternative equipment, material, article, or process. The burden of proof for demonstrating the equivalency of any proposed alternative rests

solely with the Contractor. Any technical documentation or supporting information required for evaluation shall be provided at no cost to the County.

If the use of an approved alternative requires any design changes or modifications to the work, the Contractor shall be responsible for all associated costs and time impacts resulting from such changes.

2.13. Delivery and Handling

All freight will be shipped Free on Board (F.O.B.) destination.

The Contractor shall be responsible for the incoming inspection of all delivered materials and for maintaining all necessary communications with the shipper to ensure proper delivery and handling.

The Contractor shall be fully responsible for the return and replacement of any damaged goods, including all associated costs, without additional expense to the County.

2.14. Storage of Materials and Equipment

All materials shall be stored in a manner that preserves their quality, condition, and suitability for their intended purpose. The Contractor shall be solely responsible for the security, safety, and condition of all materials and equipment stored onsite.

A designated layout and storage area will be provided by the County; however, the Contractor remains responsible for ensuring proper organization and protection of all stored items.

2.15. Project Schedule Maintenance

The Contractor shall be responsible for maintaining the project schedule or Gantt chart throughout the duration of the project. Schedule updates shall be provided bi-weekly, or more frequently if requested by the County, to reflect current progress and any changes to the timeline.

All schedule updates shall be distributed via email to designated County project personnel.

2.16. Project Submittals

2.16.1. General Information

All project submittals shall be provided in PDF format (unlocked for printing). Submittals must be clearly labeled and organized for review by the County.

2.16.2. Project Schedule with Milestones

The Contractor shall provide and maintain the project schedule in the form of a Gantt chart or an equivalent scheduling tool.

Schedule updates shall be distributed to designated County project team members periodically via email in PDF format.

2.16.3. Critical Design Milestone

The Contractor shall provide the County with all relevant design documentation prior to scheduling the Critical Design Review. No Critical Design Review meeting shall occur until the County has received and reviewed these materials.

2.16.4. County-provided Documentation

The County has completed or obtained the following project-related documentation and will provide these to the Contractor:

- A. Completed NEPA studies, including letters of compliance for all sites
- B. FAA Determinations of No Hazard
- C. Completed land surveys for all tower sites
- D. Site layout designs for all proposed tower locations

2.16.5. Post Acceptance Service Information

Following project completion and County acceptance, the Contractor shall submit the following documentation:

- A. Tower erection drawings
- B. Site grounding plans and drawings
- C. Stamped and sealed foundation and tower structural drawings

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3. TOWER DESIGN AND CONSTRUCTION DETAILS

3.1. Installation Requirements

3.1.1. Installation Planning

- A. The Contractor shall submit all installation drawings to the County for review and approval prior to the commencement of installation activities.
- B. The Contractor shall provide the County with a detailed installation schedule and a complete list of all subcontractors proposed to perform work on the project.

3.1.2. General Installation Requirements

- A. The Contractor shall ensure that all personnel on site are equipped with appropriate Personal Protective Equipment (PPE) and any other safety equipment required to complete the work safely. All tools and installation equipment necessary to complete the work shall be provided by the Contractor.
- B. All installation work shall be performed in accordance with recognized best industry practices, and in compliance with state and local building codes, as well as the National Electrical Code (NEC).
- C. The Contractor shall clean and secure the site daily, removing all tools, debris, and materials prior to leaving the site.

3.1.3. Project Management

The Contractor shall be fully responsible for the coordination and oversight of all subcontractors involved in the project. The Contractor must communicate the project schedule and any subsequent schedule changes to all subcontractors in a timely manner to ensure adherence to project milestones.

3.2. Tower Specifications

3.2.1. General

The proposed towers shall be manufactured by a firm with documented experience and demonstrated capability in the fabrication of communication towers of similar size and complexity.

The Contractor shall submit comprehensive design and product information including, but not limited to:

- Tower structure details
- Vertical transmission-line supports
- Bridge tower attachments
- Bridge channels and supports
- Bridge canopies
- Required installation accessories

All submissions must include:

- An engineering drawing stamped by a professional engineer licensed in the State of Texas
- Applicable catalog cut sheets and/or detailed specifications

All installation activities must conform to the manufacturer's recommendations and guidelines to ensure proper performance and warranty compliance.

3.2.2. Design Requirements

- A. It is the County's intent to procure towers designed in accordance with the TIA-222-I Standard. All references to TIA-222-I in this document shall be understood to mean the most current version of this standard.
- B. The tower structures shall be designed as Class III structures and shall:
 - 1) Support all specified antennas and associated appurtenances
 - 2) Maintain alignment of antennas within allowable twist, sway, and displacement limits under all applicable load conditions
 - 3) Accommodate full loading of antennas, climbing ladder, cable ladder, waveguides, coaxial cables, lighting systems, and other mounted accessories
 - 4) Consider and withstand wind loads and radial ice accumulation in accordance with TIA/EIA-222-I standards, including resulting dead loads and combined wind/ice loads
- C. All tower designs shall be based on the antenna loading tables provided in the Exhibits section of this document.
- D. Towers must be designed to withstand a Maximum Basic Wind Speed of 120 mph, per applicable TIA-222-H guidelines.
- E. All structural designs shall be performed under the direct supervision of a licensed professional engineer in the State of Texas, with proven experience in the design of communication towers of the type and scale proposed.
- F. In accordance with AISC specifications, all structural members shall be treated as primary members for the purpose of determining allowable compressive stress—except for those whose sole purpose is to reduce the slenderness ratio (kl/r) of primary members.
- G. The tower foundation shall be designed with a maximum demand-to-capacity (D/C) ratio of 70%, providing a minimum 30% reserve capacity.
 - 1) Combined tower wind loads and antenna loads must be analyzed in multiple loading scenarios to determine and validate maximum axial forces on tower legs, girts, and diagonals.
 - 2) Multiple structural analyses shall be conducted to ensure worst-case loading conditions are fully evaluated and accounted for in the final design.

3.2.3. Fabrication

- A. All fabrication, erection, and identification of structural steel shall conform to the latest American Institute of Steel Construction (AISC) specifications and standards.
- B. Dissimilar metals shall not be used in direct contact under any circumstances, to prevent galvanic corrosion and ensure structural integrity.
- C. Hot-dip galvanizing of all tubular steel sections shall be applied both internally and externally, in accordance with the methods and standards detailed elsewhere in this specification.
- D. All welding processes and welding personnel shall comply with the American Welding Society (AWS) Standard Qualification Procedures.
- E. All materials shall be properly marked and match-marked to facilitate accurate and efficient field assembly.
- F. The tower and ice bridge shall be fabricated using domestic steel and hardware only.
- G. The Contractor shall provide documentation verifying the origin of all structural materials, including steel, fasteners, and other components, as well as information on manufacturers and fabrication processes used.

3.2.4. Connections and Locking Devices

- A. Field welding is strictly prohibited unless specifically approved in writing by the County or its designated engineer.
- B. All structural members shall be connected using galvanized structural bolts, unless otherwise specified and approved.
- C. The Contractor shall furnish all required bolts, nuts, and lock washers necessary for tower assembly.

3.2.5. Cable Ladders

- A. Each tower shall be equipped with a 12-hole vertical cable ladder.
- B. Horizontal cable ladder brackets shall be installed on one designated face of the tower at 3-foot intervals.
- C. The placement of cable ladder components shall not interfere with the climbing facility or restrict access for antenna installation and maintenance.

3.2.6. Climbing Ladders

- A. All self-supporting towers shall be equipped with a climbing ladder and a safety cable system compliant with OSHA regulations.
- B. The climbing ladder shall be securely attached in a manner that does not obstruct the installation or maintenance of antennas or interfere with transmission line routing along the cable ladder.

- C. Guyed towers are not required to have a climbing ladder but shall be equipped with a safety cable system for vertical access.

3.2.7. Grounding Tabs

- A. Each tower leg shall include two (2) grounding tabs at the base, spaced approximately 120 degrees apart.
- B. Tabs shall be sized and positioned to allow for the exothermic welding of a single conductor to each tab, enabling secure connection to the tower ground ring (grounding electrode system).

3.2.8. Finishes

- A. All steel structural members and fasteners shall be hot-dip galvanized in accordance with applicable industry standards to provide corrosion resistance.
- B. Under no circumstances shall any coating applied to structural components or fasteners be cathodic relative to the base material, to prevent galvanic corrosion.
- C. Any damaged galvanized surfaces may be touched up using either spray or brush application of a zinc-rich paint, applied in accordance with the manufacturer's recommended methods.

3.2.9. Tower Dual Lighting System

- A. The Contractor shall furnish and install a complete all-LED dual lighting system on the tower. The lighting system shall be a Drake Lighting Model (FAA - Style - E) , or equivalent. This system shall include:
 - 1) Medium-intensity white LED beacons for daytime operation
 - 2) Red LED obstruction lights for nighttime operation

The lighting system shall comply with all applicable FAA, NEC, and FCC regulations.

- B. Additional industrial grade AC power surge suppression is required for the tower lighting system even if the provided system has internal surge protection. The additional surge protection shall be installed on the input of the controller to provide additional protection against transient voltage spikes. Surge protector shall be Type 1 UL1449 5th Edition certified.
- C. The tower shall be marked and/or lighted in accordance with the most recent version of FAA Advisory Circular 70/7460-1L Change 2, specifically:
 - 1) Chapter 4 – General Standards
 - 2) Chapter 8 (M-Dual) – Medium Intensity Dual Lighting Systems
 - 3) Chapter 12 – Additional Lighting Guidelines
- D. The lighting system control equipment shall be mounted in a stainless steel NEMA-4X rated enclosure affixed to an H-frame near the base of the tower. The following requirements apply:
 - 1) The H-Frame shall be constructed using Schedule 40 galvanized steel posts, embedded in 2 feet of concrete, spaced approximately 4 feet apart. Support posts shall extend 5 feet above ground level

- 2) Horizontal crossmembers shall be heavy-duty galvanized steel Unistrut or approved equivalent
 - 3) Each steel support post shall be independently bonded to the tower ground ring using #4/0 AWG, 19-stranded, tinned bare copper wire
 - 4) All bonding connections to the grounding electrode system shall be exothermically welded
 - 5) Any cut or damaged galvanized surfaces shall be cleaned, prepared, and coated with two layers of cold galvanizing spray paint
- E. All control circuitry and alarm points shall be housed in the stainless-steel enclosure inside the equipment building.
- F. Interconnecting cables between lights and control systems must comply with the National Electrical Code (NEC) and all applicable local codes.
- G. Tower mounted lighting cable shall not be attached to the ice bridge or the tower cable ladder.
- H. All tower mounted mid-tier control boxes or cable junction boxes all shall be stainless steel NEMA 4X rated.
- I. The lighting system shall include a cellular modem for wireless or TCP/IP-based remote monitoring. Monitoring capabilities shall include:
- 1) Beacon failure alerts
 - 2) Power status
 - 3) Photocell operation status
- J. All required software and licenses for public cellular network monitoring shall be provided with the system. The County will be responsible for ongoing monitoring operations
- K. The dual lighting system shall include an automatic photoelectric control device that prevents overlapping between the day and night systems. The optical sensor shall be mounted on one of the ice bridge support posts. The system shall function as follows:
- 1) At dusk: Red LED lights turn on; white medium-intensity strobes turn off
 - 2) At dawn: White strobes turn on; red LEDs turn off
 - 3) The photoelectric sensor shall:
 - Face the north sky
 - Be installed horizontally
 - Comply with FAA AC 70/7460-1K requirements for proper luminance sensing and lighting transitions
- L. All lighting fixtures shall be installed to ensure an unobstructed 360-degree visibility around the tower structure.
- M. The complete lighting system shall be designed to suppress all unwanted radio frequency interference (RFI).
- 1) The Contractor shall ensure that any optional equipment or circuitry necessary to eliminate RFI is included in the system at no additional cost to the County.
- N. Lighting system shall have a 5 year manufacturer warranty.

3.2.10. Transmission Line – Ice Bridge

- A. All ice bridge supports shall be structurally engineered to provide support at intervals of no more than 4 feet on center (O.C.).
- B. The ice bridge support system shall be designed to accommodate future antenna cable expansion.
 - 1) The attachment system must be capable of supporting a minimum of twelve (12) coaxial cables, each with a 1-5/8" diameter, on each face of the tower.
- C. The horizontal ice bridge shall provide secure support and protection for all transmission lines between the tower and the equipment shelter. A minimum of 30 feet of horizontal support is required for all sites.
 - 1) Exception: The Sheriff's Office tower requires only 20 feet of ice bridge between the tower and the shelter.
- D. All ice bridge support structures shall be grounded in accordance with the tower grounding specifications outlined in this document. Proper bonding and exothermic welds shall be used as specified.

3.3. Antennas and Feedlines

3.3.1. Antennas

The Contractor will not be required to furnish or install antennas or feedlines.

3.3.2. Antenna Mounts

Antenna mounts are not the responsibility of the Contractor.

3.4. Grounding

3.4.1. Site Grounding Electrode System

- A. Each tower site shall be equipped with a complete grounding electrode system designed and installed in accordance with the latest editions of:
 - 1) TIA/EIA-222-I
 - 2) National Electrical Code (NEC)
 - 3) NFPA 780
 - 4) Motorola R56 grounding standards
 - 5) Or industry approved grounding standards
- B. Refer to Exhibit 9, Expo Conceptual Site Grounding Plan, for a representative system layout.

3.4.2. Ground Resistance Design

- A. The site grounding system shall be engineered to achieve an earth ground resistance of 10 Ohms or less.
- B. All grounding electrode conductors shall comply with Motorola R56 requirements.
- C. All connections within the grounding electrode system shall be made using exothermic welding for durability and conductivity.

3.4.3. Drawing

- A. A site-specific grounding electrode system layout drawing shall be submitted with the proposal. This drawing must include:
 - 1) A detailed layout of the proposed grounding system
 - 2) Descriptions and specifications of all grounding components and products to be used
- B. A final grounding design shall be submitted to the County for review and written approval at least two (2) weeks prior to the start of installation.

3.4.4. Installation Inspection

- A. The County's Project Manager will conduct a field inspection of all grounding system components, including underground connections, cables, and rods.
- B. No backfilling of trenches shall occur until the installation has been inspected and approved by the County.

3.4.5. Ground Ring

- A. The grounding system shall be configured as a single-point ground with a continuous ring encircling the tower foundation. This ground ring shall serve as the primary grounding reference for the entire site.

3.4.6. Ground Rods

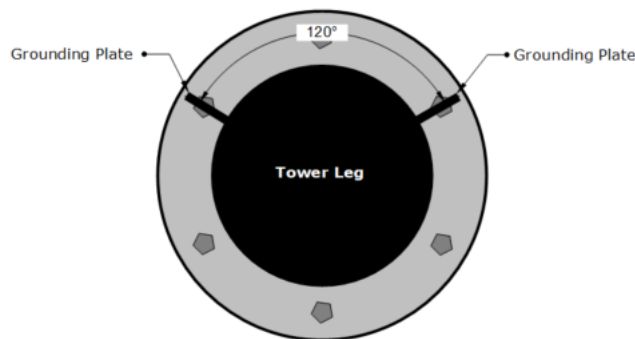
- A. Ground rods shall be:
 - 1) ¾-inch diameter
 - 2) A minimum of 20 feet long
 - 3) Copper-clad steel
- B. Each rod shall be driven to a minimum depth of 12 feet, measured from the bottom of the rod to the surface of the ground.
- C. Rods shall be installed with a minimum spacing of 20 feet between any two rods.
- D. All rods shall be bonded together and to the tower structure to ensure a unified grounding network.

3.4.7. Inspection Wells

- A. Ground inspection wells shall be provided at each site for monitoring and maintenance access:
 - 1) Three (3) wells per 400-foot tower site
 - 2) One (1) well for the Sheriff's Office tower
- B. Final placement shall be determined during the design review process.
- C. Wells shall conform to the following specifications:
 - 1) Dimensions: 13" x 24" x 18" deep
 - 2) Model: Harger GAW132418HD or approved equivalent
 - 3) Minimum load rating: 10,000 lbs.
 - 4) Construction: Double-stacked for a total depth of 36 inches

3.4.8. Tower Grounding

- A. Each tower leg shall include two grounding attachment plates:
 - 1) Located approximately 1 foot above the base of the leg
 - 2) Spaced 120 degrees apart
 - 3) Suitable for exothermic weld bonding
- B. Plates shall be welded to the tower legs prior to hot-dip galvanizing to ensure conductivity and corrosion resistance.



3.4.9. Grounding Requirements

- A. The tower Contractor is not responsible for fence grounding, only the towers.

3.5. Foundations and Tower Installation

The Contractor shall be responsible for developing complete foundation designs for each tower site, based on the results of the geotechnical (soil and subsoil) investigation provided.

All foundation designs must:

- Be prepared and stamped by a professional engineer licensed in the State of Texas
- Comply with the latest edition of TIA/EIA-222-I Standards
- Utilize, at a minimum:
 - 3,000 psi concrete (28-day compressive strength)
 - Grade 60 reinforcing steel

All designs must be submitted to the County for review and written approval prior to the start of any foundation construction activities.

3.5.1. Tower Foundation Installation

All concrete construction methods shall comply with the applicable provisions of ACI 318 – Building Code Requirements for Structural Concrete, latest edition.

- A. All materials used in concrete work shall be stored to prevent deterioration and contamination by foreign matter. Any materials found to be deteriorated or contaminated shall be removed from the site and shall not be used in the work.
- B. Concrete shall be conveyed from the mixer to the point of final placement using methods that prevent segregation and material loss. All placement techniques must ensure that the concrete remains homogeneous throughout the pour.
- C. Once a concrete pour has begun, it shall be conducted as a continuous operation and shall not be interrupted until the entire designated section has been completely placed and finished.

3.5.2. Concrete Samples

- A. To ensure uniformity and quality control in concrete production, representative field samples shall be collected for compressive strength testing. A minimum of four (4) concrete test samples shall be taken for each designated pour.
- B. All sampling and testing procedures shall conform to ASTM C31 – Standard Practice for Making and Curing Concrete Test Specimens in the Field. Field-cured specimens shall be subjected to curing conditions that closely replicate the actual environmental and structural conditions experienced by the concrete footings or walls.
- C. The purpose of these field-cured samples is to provide an accurate representation of in-place concrete strength and curing performance.
 - 1) All concrete test cylinders shall be properly labeled with relevant project information
 - 2) Samples shall be stored on-site under monitored curing conditions until transported for testing

3.5.3. Foundation Forms

- A. Formwork shall be removed in a manner that ensures the structural integrity and safety of the concrete.
 - 1) Forms may be removed no earlier than 24 hours after placement, provided the concrete has sufficiently hardened to prevent damage during subsequent construction activities.

- B. All reinforcing steel shall be clean and free of loose scale, rust, oil, or other foreign substances.
- C. Reinforcement shall conform to the latest editions of:
 - 1) ASTM A615 – Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - 2) ASTM A185 – Standard Specification for Steel Welded Wire Reinforcement
- D. Concrete shall not be placed when ambient temperatures are 32°F (0°C) or below, unless cold weather procedures are implemented.
 - 1) Cold weather concreting shall follow the recommendations of ACI 306-66 (Recommended Practice for Cold Weather Concreting) and must be approved in advance by the engineer.
- E. When placing new concrete against previously hardened concrete:
 - 1) Forms shall be re-tightened
 - 2) The surface of the existing concrete shall be:
 - Roughened as required for bonding
 - Thoroughly cleaned of dirt, laitance, and other contaminants
 - Coated with an epoxy bonding agent, applied in accordance with the manufacturer's instructions
- F. No free-standing water shall be present in the foundation excavation immediately prior to or during concrete placement. The excavation must be kept dry and stable to ensure concrete quality and consistency.
- G. All reinforcing bars shall be:
 - 1) New, domestically manufactured steel
 - 2) Free from loose scale and contaminants to ensure proper bond with concrete

3.5.4. Tower Erection

- A. The Contractor shall furnish all labor, supervision, tools, equipment, and transportation necessary to complete the tower erection in accordance with the approved design and specifications.
- B. Any structural members or components that sustain damage during delivery, handling, or erection shall be immediately reported to the County for evaluation and direction.
- C. Upon unloading materials at the site, the Contractor shall:
 - 1) Conduct a complete inventory of all components against the bill of materials
 - 2) Immediately report to the County whether:
 - All materials were received as specified
 - Any shortages or damaged items exist, along with a detailed list of deficiencies
- D. The Contractor shall monitor and maintain tower plumbness throughout all phases of erection, using appropriate measurement and alignment tools to ensure structural integrity and compliance with design tolerances.

- E. Field modifications such as welding, drilling, or burning of holes in structural members are strictly prohibited, unless specifically authorized in writing by the County's engineer.
- F. Upon completion, a permanent placard shall be affixed to the tower base. The placard shall include the following information:
 - 1) Date of erection
 - 2) Tower model and serial number (if applicable)
 - 3) Tower manufacturer
 - 4) Installation contractor
 - 5) Additional reference data necessary to support future inquiries or maintenance
- G. Refer to the site-specific drawings and Exhibits included in this document for detailed information on the shelter, tower location, access road, and utility layout. The Contractor shall ensure all work is coordinated with these design documents.

3.6. Final Acceptance and Proof of Performance

3.6.1. Operational Performance Tests

- A. Upon completion of all installation activities, the Contractor shall conduct a series of operational and performance tests to verify the proper functionality of all subsystems, equipment, and features.
 - 1) The County will witness the performance testing, and successful completion will be a prerequisite for final acceptance and release of final payment.
- B. Each Offeror shall submit a preliminary test plan with its proposal. This plan must outline:
 - 1) Detailed testing procedures to be followed
 - 2) Testing equipment to be used
 - 3) Clearly defined pass/fail criteria for evaluating system performance
- C. Operational performance testing shall include, at a minimum, the following procedures:
 - 1) Confirm that all equipment has been delivered, installed, and integrated in accordance with the Contract requirements and recognized best industry practices.
 - 2) Demonstrate that all installed equipment meets the technical specifications outlined in the RFP and associated contract documents.
 - 3) Confirm that all equipment functions and features operate correctly, as defined by the system specifications and contract scope.

3.6.2. Tower

- A. A concrete materials test shall be performed for the tower foundations. This test shall include slump testing of the concrete materials and unconfined compressive strength testing of concrete cylinders molded at the time of concrete placement. Cylinders shall be provided for each foundation pier and shall be tested at seven, fourteen and 28 days after concrete placement. A report of test results for slump testing and unconfined compressive strength testing shall be provided to the County and the County's technical consultant.

- B. These tests shall be:
- 1) Proper installation and operation of all lighting and associated switches and controls.
 - 2) The tower installation effort shall be inspected for conformity to these specifications and to the standards of good engineering practice. Particular attention shall be paid to:
 - All fasteners tightened and at proper torque.
 - All tower members straight and true.
 - Site free of debris and excavations backfilled, compacted, and restored.
 - Tower properly oriented.
 - Tower lighting system.
 - Tower Grounding.
- C. A concrete materials test shall be submitted containing slump test results and compressive strength test results. This shall be provided and certified by an independent third party.
- D. The Contractor shall perform a concrete materials test for all tower foundations, which shall include the following:
- 1) Slump testing of concrete at the time of placement
 - 2) Unconfined compressive strength testing of concrete cylinders molded during placement
- E. Test cylinders shall be prepared for each foundation pier and tested at the following intervals:
- 1) 7 days, 14 days, and 28 days post-placement
- F. A comprehensive test report summarizing slump results and compressive strength outcomes shall be submitted to the County and the County's designated technical consultant.
- G. The following inspections and verifications shall be conducted as part of the tower operational performance review:
- 1) Confirm proper installation and full operation of all tower lighting, including associated switches and controls
 - 2) Inspect the overall tower erection effort for compliance with:
 - This specification
 - Applicable engineering standards and best practices
 - 3) Verify that:
 - All fasteners are fully installed and torqued to manufacturer specifications
 - Tower members are straight, true, and properly aligned
 - The site is free of debris, and all excavations are backfilled, compacted, and restored
 - The tower is oriented correctly per the site plan
 - The tower lighting system functions as required
 - The tower grounding system is properly installed and bonded
- H. All concrete material testing results, including slump and compressive strength tests, shall be submitted in a certified report prepared by an independent third-party testing agency. The report must confirm that the foundation materials meet or exceed project requirements.

3.6.3. Final Acceptance

Final acceptance of the installation will be contingent upon fulfillment of the following conditions:

- A. Successful completion of all Operational Performance Tests, as witnessed and approved by the County.
- B. Submission of a final as-built drawing of the tower, accurately reflecting all appurtenances installed under this contract.
- C. Submission of a complete and orderly tower stress analysis, including:
 - 1) Loading considerations
 - 2) Tower base reactions
 - 3) Member sizes
 - 4) Allowable stress
 - 5) Maximum computed member forces

This analysis shall be certified by a professional engineer licensed in the State of Texas with demonstrated experience in tower design.

- D. Submission of a complete set of engineering drawings, including:
 - 1) Site grounding layout
 - 2) Tower foundation
 - 3) Guy wire anchor foundations
 - 4) Any other related infrastructure

These drawings shall reflect all authorized modifications or changes, and must be approved by both the Contractor and the County.

- E. Submission of all packing slips associated with materials and equipment deliveries.
- F. Delivery of all applicable warranty documentation.
- G. Provision of instruction, maintenance, and operations manuals for all installed systems and equipment.
- H. Resolution of all items identified on the punch list to the County's satisfaction.
- I. Site restoration to include:
 - 1) Complete removal of debris
 - 2) Proper backfilling and compaction of all excavations
 - 3) Restoration of the work area to a clean and safe condition
- J. Confirmation that the grounding system is properly installed and bonded, in accordance with the approved grounding plan and specifications.

The entire installation shall be subject to a comprehensive inspection by the County to verify conformance with project specifications and adherence to recognized standards of good engineering practice.

3.7. Special Requirements

- A. The tower superstructure and anchor bolts shall be designed with a maximum demand-to-capacity (D/C) ratio of 80%, allowing for a minimum 20% reserve capacity after all loads listed in the approved Loading Table are applied.
- B. The tower foundation shall be designed with a maximum D/C ratio of 70%, ensuring at least 30% reserve capacity after accounting for all specified loading conditions.
- C. Each tower shall be equipped with a galvanized lightning rod (air terminal) and extension, with a minimum length of 20 feet.
- D. A vertical waveguide ladder shall be installed on the outside face of one tower leg and aligned with the ice bridge entry point to facilitate clean cable routing.
- E. Each tower shall be equipped with a climbing ladder that includes an integrated OSHA-compliant safety climb cable system.
- F. Each tower leg shall include two (2) grounding tabs located at the base, spaced 120 degrees apart, suitable for exothermic bonding to the site grounding electrode system.
- G. All materials, components, and installation methods shall conform to the requirements of the ANSI/TIA-222-I Standard.
- H. The project requires that all steel and hardware used in the fabrication and construction of the tower and ice bridge be domestically sourced and manufactured within the United States.
- I. All materials, equipment, and components shall be delivered F.O.B. to Leon County. The Contractor shall be responsible for coordinating all freight, shipping, and delivery logistics to ensure timely and secure arrival of materials at the designated locations.

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4. INSTRUCTIONS TO OFFERORS

4.1. Proposal Submission

- A. Proposals shall be submitted in the complete original form by mail or messenger to the following address:

Leon County Auditor's Office
PO Box 898
113 West Main Street, 2nd Floor
Centerville, Texas 75833
- B. Proposals will be accepted at the above address until the time and date specified herein.
- C. All proposals shall be tightly sealed in an envelope and plainly marked with the RFP number, due date, and Offeror's name and address.
- D. Late proposals will not be accepted and will be returned unopened to the Offeror.
- E. All proposals submitted in response to this RFP shall become the property of the County and will be a matter of public record available for review.

4.2. Technical Information

Each Offeror shall include the following technical information as part of its proposal package:

- A. Name, address, qualifications, and license number of the structural (tower) engineer responsible for tower design.
- B. Name, address, qualifications, and license numbers of the civil, mechanical, and electrical engineers associated with the project.
- C. Preliminary tower drawings showing structure type, dimensions, materials, and key details relevant to this RFP.
- D. Site-specific grounding plan, reflecting proposed grounding design in accordance with TIA/EIA and Motorola R56 standards.
- E. Relevant catalog cut sheets for all proposed major components, including towers, lighting systems, grounding materials, and accessories.
- F. Proposed project schedule, presented in Gantt chart format or equivalent, showing all major milestones and tasks.
- G. Itemized pricing forms, including detailed breakdowns of equipment, materials, labor, and optional components.
- H. Completed compliance check sheet, verifying adherence to all technical and administrative requirements of the RFP.

- I. A point-by-point response or compliance matrix, referencing each section of the RFP and how it is addressed in the proposal.
- J. PE-stamped foundation designs, prepared and signed by a licensed professional engineer in the state of Texas, based on geotechnical conditions and structural requirements.

4.3. Preparation of Proposals

- A. All proposals shall be legibly printed in ink or typed. Handwritten proposals in pencil or illegible submissions will not be accepted.
- B. If any unit price or extension already entered on the proposal form needs to be changed, the original entry must be clearly crossed out and initialed in ink by the Offeror. Overwritten or ambiguous pricing entries may result in disqualification.
- C. The proposal shall be legally signed by an authorized representative of the Offeror and shall include the Offeror's complete legal name and mailing address.
- D. The County is exempt from federal and state sales taxes. Therefore, such taxes shall not be included in any bid prices submitted.

4.4. Signatures

- A. All proposals, notifications, claims, and statements must be signed by an individual legally authorized to bind the Offeror to the terms of the proposal.
- B. The individual signing the documents certifies under penalty of perjury that he or she has the legal authority to bind the proposing entity.

4.5. Rejection or Withdrawal

- A. The inclusion of additional terms, conditions, or agreements not requested by the County may render a proposal non-responsive and subject to rejection.
- B. The County reserves the right to:
 - 1) Reject any or all proposals, in whole or in part
 - 2) Waive informalities, minor irregularities, or defects in any proposal submitted
- C. Proposals may be withdrawn in person by the Offeror or an authorized representative, provided:
 - 1) The individual's identity is verified
 - 2) A receipt for the withdrawn proposal is signed
 - 3) The withdrawal occurs prior to the proposal submission deadline
- D. Once submitted, proposals shall constitute an irrevocable offer and may not be withdrawn for a period of 90 calendar days following the official proposal opening date.

4.6. Award

- A. The contract will be awarded to the responsible and responsive Offeror(s) whose proposal is determined to be the most advantageous to the County, considering price and all other relevant factors.
- B. Unless otherwise stated in this RFP, the County reserves the right to:
 - 1) Accept a proposal in whole or in part
 - 2) Award by individual item or by group of items, whichever is in the County's best interest
 - 3) Reject any proposal submitted by a Offeror currently in default to the County
 - 4) Clarify contractual terms with the successful Offeror, with mutual agreement, provided that no substantial deviation from the original proposal occurs
 - 5) Conduct investigations as deemed necessary to evaluate Offeror qualifications, including but not limited to:
 - Financial capability
 - Technical expertise
 - Past performance and responsibility
 - Delivery timelines and maintenance requirements
 - Operating costs and performance guarantees
- C. The County may, at its discretion:
 - 1) Award the contract based on the lowest and best offer in accordance with Texas law
 - 2) Make multiple awards
 - 3) Waive any formality or irregularity in the interest of the County
 - 4) Reject any or all proposals if determined to be in the County's best interest
- D. If the lowest dollar Offeror meeting specifications is not selected, that Offeror may request to appear before the Commissioners' Court to present evidence regarding their qualifications and responsibility. This request must be formally submitted to the Auditor's Office prior to the scheduled appearance.

4.7. Contract

- A. A response to this RFP constitutes an offer to contract with the County under the terms, conditions, and specifications set forth in the RFP. Submission of a proposal does not create a binding contract unless and until the proposal is formally accepted and executed by the County. In such cases, execution by the County constitutes full agreement without the need for a separate, standalone contract document.
- B. Accordingly, all contractual terms and conditions are deemed to be incorporated within this RFP, unless modified by:
 - 1) A formally issued RFP Amendment
 - 2) An authorized Contract Amendment
 - 3) Mutually agreed-upon modifications contained within the executed contract documents

4.8. Results

- A. Proposal results will not be provided in response to telephone inquiries. A preliminary tabulation of proposals received will be made available as soon as practicable following the evaluation and scoring process.
- B. A final tabulation of proposal results will be made available for public review upon submission of a formal written request, signed by the requester.

4.9. Changes and Addenda to Proposal Documents

- A. Each change or addendum issued in connection with this RFP will be placed on file in the County Auditor's Office. When possible, copies will also be distributed to all individuals or entities registered as having received the RFP documents.
- B. It is the sole responsibility of the Offeror to inquire about and ensure receipt of any and all issued changes or addenda. All such documents shall be considered part of the RFP and shall be binding on all Offerors as though fully incorporated into the original solicitation.
- C. Information regarding issued addenda will be available at the Auditor's Office and may also be provided upon request.

4.10. Specifications

- A. Unless expressly stated otherwise by the Offeror, all proposals will be considered to be in full compliance with the County's applicable standard specifications and any special specifications outlined in the proposal documents.
- B. References to specific trade names, manufacturer catalog numbers, or model numbers are provided for descriptive purposes only, to assist Offerors in interpreting the County's requirements. Such references shall not be construed as limiting competition or excluding proposals for equivalent materials, equipment, or supplies.
- C. However, if awarded a contract, the Offeror shall be required to furnish the exact item(s) specified, unless a departure or substitution is clearly identified and described in the proposal response. The County reserves the sole right to determine whether a proposed substitute or alternate is acceptable and equivalent to the specified item.
- D. All goods and materials provided shall be new and unused, unless explicitly stated otherwise in the proposal.
- E. Any unsolicited alternates, or unauthorized changes, insertions, or omissions to the specifications, terms, conditions, or other requirements of the proposal may render the proposal non-responsive and subject to rejection.

4.11. Delivery

- A. All proposals shall include all applicable charges, including but not limited to delivery, packing, crating, and containers.

- B. Unless otherwise expressly stated by the Offeror, all prices submitted shall be considered F.O.B. destination, freight included, with delivery to the designated location specified by the County.

4.12. Interpretation of Proposal and/or Contract Documents

- A. The deadline for submitting questions is seven (7) business days prior to the proposal due date to allow sufficient time for the County to issue a written response, if necessary, in the form of an addendum.
- B. Inquiries received after this period may or may not be considered at the County's discretion, depending on the nature of the question and the time remaining before the proposal opening.

4.13. Currency

- A. All prices submitted by the Offeror shall be calculated and stated in U.S. Dollars (USD).

4.14. Pricing

- A. All prices shall be stated in the units of quantity specified in the proposal documents. In the event of a discrepancy between a unit price and the corresponding extended total, the unit price shall govern.

4.15. Notice to Proceed/Purchase Order

- A. The Contractor may not commence work under a subsequent contract until authorized to do so by the County Auditor's Office.

4.16. Regulatory Compliance

4.16.1. 1295

- A. In accordance with Texas state law, all Offerors must complete and submit Form 1295, Certificate of Interested Parties, for each contract entered with a governmental entity. This form must be filed through the Texas Ethics Commission (TEC) prior to contract execution.
- B. The TEC filing portal is available at: <https://www.ethics.state.tx.us/filinginfo/1295/>
- C. Upon completing the online form, the TEC system will generate a PDF version of Form 1295 that includes a unique Certificate Number in the upper-right corner.
- D. Offerors must sign a hard copy of the completed Form 1295 and submit it with the proposal documents.
- E. Failure to include a signed Form 1295 with the proposal submission will result in disqualification.
- F. An example Form 1295 is included in the Exhibits section of this RFP for reference.

4.16.2. Conflict of Interest Questionnaire

- A. In accordance with Texas Local Government Code Chapter 176, all offerors must submit a Conflict of Interest Questionnaire (Form CIQ) for each contract if a conflict of interest exists between the offeror and any County official, employee, or agent.
 - 1) The CIQ form can be accessed at: www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf
 - 2) If no conflict exists, Offerors must indicate "None" or "Not Applicable" on the form, sign it, and submit it with the proposal documents.
- B. A sample CIQ form is provided in the Exhibits section of this RFP for guidance.

4.16.3. Certification

By signing and submitting a proposal, the Offeror certifies the following:

- A. The submission of this proposal has been made without collusion, consultation, or agreement with any competitor or other party to engage in anti-competitive practices.
- B. The Offeror has not given, offered to give, nor intends to give in the future—any economic opportunity, promise of future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with this proposal.
- C. The individual signing this proposal is an authorized representative of the Offeror and has the legal authority to bind the Offeror to the terms and conditions of the resulting contract.

Remainder of this page intentionally left blank.

5. GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Offeror accepts all general and special conditions of the contract as outlined below and, in the specifications and plans.

5.1. Proposals

5.1.1. Authorized Signatures

The proposal must be executed personally by the Offeror, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, the power of attorney or other evidence of authority to act on behalf of the Offeror shall accompany the proposal to become a valid bid.

5.1.2. Late Proposals

Proposals must be received by the Auditor's Office before or on the specified date and time. Proposals received after the submission deadline will be rejected as non-responsive.

5.1.3. Withdrawal of Proposals Prior to Opening

A proposal may be withdrawn before the due date by submitting a written request to the Auditor's Office.

If time allows, the Offeror may submit a new proposal. The Offeror assumes full responsibility for submitting a new proposal before or on the specified date and time.

The County reserves the right to withdraw a proposal before the opening date.

5.1.4. Withdrawal of Proposals after Opening

The Offeror agrees that its proposal may not be withdrawn or cancelled by the Offeror for a period of ninety (90) days following the date and time designated for the receipt of proposals unless otherwise stated in the RFP and/or specifications.

5.1.5. Proposal Amounts

Proposals must clearly state net unit prices, provide extensions where applicable, and include a net total for all proposed items or services.

In the event of a discrepancy between a unit price and its extended total, the unit price shall govern.

Any ambiguity, omission, error, or illegible wording in the proposal that prevents clear interpretation may be interpreted in favor of the County, at the County's sole discretion.

5.1.6. Exceptions and/or Substitutions

All proposals that meet the intent of the specifications and plans will be considered for award. If an Offeror intends to take exception(s) to any portion of the specifications or plans, or intends to propose substitution(s), such exceptions or substitutions must be clearly stated in the section provided within the proposal.

If the Offeror proposes an article or item other than the one specified, which the Offeror considers to be a comparable substitute, the following must be included:

- The name and grade of the proposed item
- Detailed specifications and descriptive data sufficient to allow for a comprehensive evaluation

The absence of stated exceptions or substitutions shall be interpreted to mean that the Offeror agrees to comply fully and unconditionally with all specifications and requirements as written.

As a matter of standard practice, the County may deem proposals with exceptions and/or substitutions to be non-responsive. However, the County reserves the right, at its sole discretion, to accept any exception(s) or substitution(s) that it determines to be in the County's best interest.

5.1.7. Alternates

If expressly permitted by the RFP or specifications, the Offeror may submit an alternate proposal for consideration. The submission of such an alternate shall not, in itself, be considered an indication of non-responsiveness, provided that the alternate complies with the conditions outlined in the solicitation.

5.1.8. Descriptions

Unless otherwise specified, any reference to a particular make, manufacturer, or model in the specifications is intended to be descriptive, not restrictive. Such references are provided solely to indicate the type, style, or quality of materials or equipment desired. Equivalent products may be offered, provided they meet or exceed the specified requirements.

5.1.9. Alterations

Proposals may not be altered, amended, or withdrawn after the submission deadline.

Any interlineations, alterations, or erasures made prior to the submission deadline must be initialed by the individual signing the proposal, thereby certifying the change as intentional and authentic.

5.1.10. Tax Exempt Status

The County is exempt from federal excise tax and state sales tax. Unless the cost proposal form or specifications specifically indicate otherwise, the proposed price must be net, exclusive to the above-mentioned taxes and will be so construed. Therefore, the proposed price should not include taxes.

5.1.11. Quantities

The County is exempt from federal excise tax and state sales tax. Unless specifically stated otherwise in the RFP or specifications, all proposed prices shall be considered net of these taxes and will be interpreted accordingly.

Therefore, Offerors shall not include any federal or state taxes in their proposed pricing.

5.1.12. Award

The award of contract shall be made to the responsible and responsive Offeror whose proposal is determined to provide the best value to the County, with consideration given to the relative importance of price and other evaluation factors as outlined in the solicitation.

The County reserves the right to be the sole judge of the suitability of any items or services offered and whether they meet the intended purpose and requirements of the project.

The County further reserves the right to:

- Accept or reject any proposal, in whole or in part
- Waive technicalities or informalities in any submission if it is in the County's best interest
- Award the contract based on individual line items, specific sections, or the total proposal amount, whichever is deemed most advantageous

5.1.13. Silence of Specifications for Complete Units

All materials, equipment, components, and parts that will comprise any portion of the completed work—including those not explicitly listed but necessary to deliver a complete, functional, and fully operational solution in accordance with these specifications—must be included in the proposed price.

The County reserves the right to require the Offeror to furnish documentation or other evidence demonstrating that the proposed materials and services meet or exceed all stated requirements.

5.1.14. Addenda

Any interpretations, corrections, or changes to the specifications and plans shall be made by formal addendum, issued no later than forty-eight (48) hours prior to the proposal due date. Addenda will be distributed to all known recipients of the proposal documents.

Offerors are required to acknowledge receipt of all issued addenda by including signed copies or confirmation as specified in the submission requirements. Failure to acknowledge addenda may result in the proposal being deemed non-responsive.

5.1.15. General Bid Bond/Surety Requirements

Failure to furnish a required bid bond or surety at the time of proposal submission will result in the bid being declared non-responsive. Non-responsive bids will not be considered for contract award.

5.1.16. General Insurance Requirements

Failure to furnish an Affidavit of Insurance, if required by these specifications, will result in the proposal being declared non-responsive. Non-responsive proposals will not be considered for award.

5.1.17. Responsiveness

A responsive proposal is one that substantially conforms to the requirements set forth in this RFP and all associated specifications.

Proposals that include substituted terms, conditions, specifications, or requirements, or that otherwise qualify or condition the Offeror's obligations in a way that limits liability to the County, shall be considered non-responsive and will not be evaluated for award.

Additionally, any proposal containing clauses that limit the County's contracting authority shall be deemed non-responsive.

Examples of non-responsive proposals include, but are not limited to:

- Proposals that fail to comply with required delivery schedules as stated in the RFP;
- Proposals with indeterminate pricing, such as those including terms like "price in effect at the time of delivery";
- Proposals made contingent upon the award of other contracts or bids under separate consideration.

5.1.18. Responsible Standing of Offeror

To be considered for award, the Offeror must, at a minimum, demonstrate the following:

- Financial Capability: The ability to obtain adequate financial resources to perform the contract.
- Schedule Compliance: The capacity to comply with the required or proposed delivery and/or completion schedule.
- Performance History: A satisfactory record of past performance on similar projects or contracts.
- Integrity and Ethics: A satisfactory record of business integrity and ethical conduct.
- Eligibility: Be otherwise qualified and legally eligible to receive the contract award.

5.1.19. Proprietary Data

The Offeror may, by written request, designate specific portions of the proposal as confidential if they contain proprietary information, such as exclusive manufacturing processes, trade secrets, or design methodologies.

The County will make reasonable efforts to protect such information from public disclosure, in accordance with applicable laws, including the Texas Public Information Act (Open Records Act). However, the County cannot guarantee confidentiality if disclosure is required by law, court order, or other legal authority.

Any request for confidentiality must:

- Clearly identify each specific portion of the proposal to be protected,
- State the legal basis for the claim of confidentiality, and
- Be submitted concurrently with the proposal.

5.2. Performance

5.2.1. Design, Strength, and Quality

All materials, workmanship, and design shall conform to the highest standards of engineering and manufacturing practice. Any absence of detailed specifications shall be interpreted to require best commercial and professional practices. All interpretations of these specifications shall be guided by this principle.

5.2.2. Age and Manufacture

Unless otherwise specified, all tangible goods must be new, unused, in first-class condition, and of current manufacture, delivered ready for immediate use. Any components required for complete functionality that are not explicitly mentioned shall be provided by the Offeror.

5.2.3. Delivery Location

Deliveries shall be made to the location(s) specified on the purchase order, during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), unless otherwise authorized by the County Auditor's Office or its designee

5.2.4. Delivery Schedule

Delivery time may be a significant factor in evaluating proposals. The Offeror shall state the maximum number of calendar days after receipt of order (ARO) required for delivery, as applicable on the cost proposal form.

5.2.5. Delivery Charges

All delivery and freight charges shall be F.O.B. destination, as listed on the purchase order. These costs shall be included in the proposal price and are necessary to fulfill the contract.

5.2.6. Installation Charges

Unless otherwise stated, the proposal price must include all costs for assembly, installation, and setup. These services are required for completion of the contract.

5.2.7. Operating Instructions and Training

The Offeror shall provide clear and concise operating instructions and descriptive literature in English upon request. If needed, the Offeror shall also provide onsite training for County personnel in the safe, efficient use and basic maintenance of the item(s), at no additional cost to the County.

5.2.8. Storage

If requested, the Offeror shall provide storage of custom-ordered materials for up to thirty (30) calendar days, at no additional cost.

5.2.9. Compliance with Laws

All proposals must comply with federal, state, county, and local laws and regulations, including but not limited to applicable safety, emissions, and noise control standards. Vehicles and equipment must include all standard safety features required at the time of manufacture. The Contractor shall comply with all current and future codes and ordinances of Leon County and the State of Texas, as amended..

5.2.10. OSHA

The Offeror shall certify that all equipment and services provided under a subsequent contract comply with the Occupational Safety and Health Act (OSHA) of 1971, as amended, including applicable State of Texas OSHA

standards. The Contractor agrees to indemnify and hold harmless the County against any damages or liabilities arising from noncompliance with OSHA regulations.

5.2.11. Patents and Copyrights

The Contractor shall protect, defend, and indemnify the County against any claims or liability resulting from infringement of patents, trademarks, or copyrights associated with goods or services furnished under this contract.

5.2.12. Samples, Demonstrations and Testing

At the County's request, the Offeror shall provide product samples, demonstrations, and/or testing to verify compliance with the specifications. These may be required before or after contract award, and upon delivery or at any point during the contract term. All associated costs, including return shipment if applicable, shall be borne by the Offeror.

5.2.13. Acceptability

All goods and services provided under this RFP are subject to inspection and approval by a designated County official. Items found to be of inferior quality, non-compliant with specifications, or deficient in workmanship may be rejected in part or in whole.

- Rejected items must be replaced at the Offeror's expense.
- Unretrieved rejected items become the property of the County after 30 calendar days, or as otherwise agreed.
- If disposal is required, the County reserves the right to deduct disposal costs from any payments owed to the Offeror.

5.3. Purchase Orders and Payment

5.3.1. Purchase Orders

A formal purchase order will be issued by the County Auditor's Office to the successful Offeror. This purchase order number must be clearly referenced on all itemized invoices and packing slips. The County will not be held liable for any services performed or materials delivered without an authorized purchase order. Payment will be made only for services or goods that have been rendered, accepted by the contract administrator, and invoiced in accordance with County procedures.

5.3.2. Invoices

All invoices must reference the applicable purchase order number. Invoices should include:

- The corresponding proposal item number, or
- A detailed description of each item invoiced.

Items not included in the awarded contract must be clearly labeled as "N/C" (Non-Contract) to assist in verifying contract compliance. Payment will be made in accordance with the Texas Prompt Payment Act, typically within net thirty (30) days of receipt of a valid invoice

All invoices shall be mailed to the Leon County Auditor's Office, PO Box 898, Centerville, Texas 75833.

5.3.3. Funding

The County operates on a fiscal year from October 1 through September 30. Accordingly, the County reserves the right to terminate any contract without liability if funds are not appropriated or otherwise become unavailable for the contract period.

5.3.4. Audit Provision

The Offeror shall maintain a reasonable and auditable accounting system capable of tracking costs and verifying the appropriate use of County funds.

- The County reserves the right to audit the Offeror's financial records at any time up to three (3) years after final payment.
- This audit right shall extend to any subcontractor engaged by the Offeror for the provision of goods or services.
- The Offeror shall ensure that the County's right to audit is preserved in all applicable subcontractor agreements.

5.4. Contract

5.4.1. Contract Definition

The complete contract shall consist of this RFP, including the general conditions of bidding and contract terms, specifications, plans, cost proposal forms, all issued addenda, and any other documents incorporated herein. Once accepted by the County, the awarded proposal shall become a binding contract between the County and the Contractor.

5.4.2. Contract Agreement

Upon contract award, the unit prices submitted by the Contractor shall remain firm throughout the term of the contract. The effective date of the contract shall be the date of award, unless otherwise specified.

5.4.3. Change Order

No alteration of contract terms shall be valid unless executed as a written change order, approved by both the County and the Contractor. Oral modifications are not binding. Only duly authorized representatives of both parties may approve such changes in writing.

5.4.4. Termination for Default

The County reserves the right to enforce contract performance through all legal means or as otherwise deemed in the County's best interest. In the event of default or breach, the County may:

- Terminate the contract immediately, and
- Procure replacement services or goods, charging any cost difference to the defaulting Contractor.

5.4.5. Invalid, Illegal, or Unenforceable Provisions

If any provision of this contract is deemed invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions. The contract shall remain in full force and effect as though the invalid provision were never included.

5.4.6. Injuries or Damages Resulting from Negligence

The Contractor agrees to defend, indemnify, and hold harmless Leon County, its officers, agents, and employees from any claims, actions, or damages arising from negligence, fault, or misconduct by the Contractor, its agents, subcontractors, or suppliers during contract execution. The Contractor shall be responsible for all associated judgments and costs.

5.4.7. Interest by Public Officials

No public official shall have an interest in this contract in violation of the Texas Local Government Code or any applicable ethics regulations.

5.4.8. Warranty

The Contractor warrants that all materials, equipment, and services provided under this contract shall:

- Conform to specifications,
- Be free from defects in material, workmanship, and title,
- Be subject to warranties as provided under the Uniform Commercial Code (UCC).

5.4.9. Uniform Commercial Code

This contract shall be governed by and construed in accordance with the Uniform Commercial Code (UCC). Both the County and the Contractor shall retain all rights, duties, and remedies provided therein.

5.4.10. Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Leon, Texas.

5.4.11. Sale, Assignment, or Transfer of Contract

The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Leon County.

5.4.12. Silence of Specifications

In instances where these specifications are silent or lack detailed description regarding any particular point, it shall be understood that only the highest standards of commercial and industry practices are to apply. All interpretations of these specifications shall be made in accordance with this principle.

6. SPECIAL REQUIREMENTS AND INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

6.1. Proposal Requirement

Each Offeror shall submit, as part of its proposal, a complete copy of this RFP, with all required sections fully completed, including but not limited to:

- The RFP cover sheet
- All applicable cost forms
- Any required attachments or addenda acknowledgments

All proposal documents must be enclosed in an opaque, sealed envelope, clearly labeled with the following information on the exterior:

- RFP Number
- RFP Description
- The words: "SEALED PROPOSAL"

The County shall not be held responsible for any effort, cost, or expense incurred by any Offeror in the preparation or submission of a response to this RFP.

Any protests or concerns related to this solicitation must be coordinated through the County Auditor's Office and submitted prior to any award recommendation being made to the Commissioners Court.

6.2. Delivery Time

If delivery is required, all items must be properly packaged to prevent damage during shipping and handling. The Contractor is responsible for ensuring that packaging is sufficient to protect the integrity and condition of the goods.

In the event that any item(s) are damaged during transit, the Contractor shall, at the County's sole discretion, either:

- Replace the damaged item(s) in kind, or
- Repair the item(s) to the County's satisfaction

Such replacement or repair shall be provided at no additional cost to the County.

6.3. Payment

The County will remit payment only upon receipt of original invoices that clearly and accurately itemize the goods and/or services provided. Each invoice must include the following details, as applicable:

- Quantity
- Part number and description
- Unit price

- Applicable discount(s)
- Labor charges (including time differentials, if applicable and previously agreed upon)
- Delivery, installation, and set-up charges (if applicable and previously agreed upon)

Only charges listed on the Cost Proposal Form(s) submitted as part of the Offeror's proposal will be considered for payment.

Invoices must also specify:

- The County entity receiving the goods/services
- The delivery address
- The purchase order number

All invoices will be matched to corresponding delivery tickets, which must include an accurate description of the goods and/or services delivered. Invoices that do not conform to these requirements may be delayed or rejected until corrected.

6.4. Minimum Insurance Requirements

- A. The Contractor shall maintain, at all times during the term of the contract, insurance coverage at the contractor's sole expense and with limits not less than those specified below. These insurance requirements do not constitute a limitation of liability on the part of the contractor.
- B. All insurance policies must include a waiver of subrogation in favor of the County, its officers, employees, and agents.
- C. The successful Offeror shall furnish the County Auditor's Office, within ten (10) calendar days of contract award notification, certified copies or certificates of the following insurance policies, which shall remain in effect for the entire contract term:
 - 1) General Liability Insurance
 - 2) Workers' Compensation Insurance
 - 3) Vehicle/Automobile Insurance

All policies shall:

 - 1) Name Leon County as an additional insured.
 - 2) Comply with all applicable federal, state, and local regulations.
- D. The County reserves the right to require additional insurance coverage if determined to be in the County's best interest.
- E. Workers' Compensation (with waiver of subrogation to Leon County) Employer's Liability, including all states, and other endorsements, if applicable to the Project.

Statutory and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. Leon County shall be named as "additional insured" on workers' compensation policy.

- F. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$500,000 each occurrence Limit Bodily Injury and Property Damage Combined \$500,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$500,000 Personal and Advertising Injury Limit. Leon County shall be named as "additional insured" on commercial general liability policy.

- G. Automobile Liability Coverage: \$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Leon County shall be named as "additional insured" on automobile policy.

6.5. Exceptions and Substitutions

Offerors may take exception to the terms, conditions, and technical specifications outlined in this RFP; however, all exceptions must be clearly stated, prominently identified, and included either in the designated section of the proposal or as a separate, clearly labeled attachment.

Where exceptions are taken, the Offeror must also provide a detailed description of the proposed substitution, including alternate methods and/or equipment. Failure to clearly identify exceptions may result in the proposal being deemed non-responsive.

The absence of any listed exceptions shall be interpreted as the Offeror's intent to fully comply with all RFP requirements, and the Offeror shall be held responsible for performing in strict accordance with the specifications.

Leon County Commissioners Court reserves the sole and exclusive right to accept, reject, or partially accept any exception(s) or substitution(s) proposed, based solely on what is determined to be in the best interest of the County.

7. COST PROPOSAL FORMS

The Offeror shall submit one form per site.

7.1. Expo Center

	Description	Materials	Engineering & Installation	Total
Tower Steel	400' guyed tower 120 mph, loading per appurtenance table (Insert Model No. Here)	\$		\$
Tower Foundations	Foundations, Base, and Guy Anchors (Insert Description Here)	\$	\$	\$
Tower Erection	Assemble and install 400' tower			
LED Tower Lighting System	(Insert Manufacturer and Model No. Here)	\$	\$	\$
Grounding Electrode System	Grounding Electrode System with test wells (10 Ohm), 3 Ground Test Wells	\$	\$	\$
Ice Bridge	30' Long X 24" Wide, Galvanized	\$	\$	\$
Electrical - Trenching	H-Frame, Electrical, Trenching & Underground Conduits	\$	\$	\$
Shipping	Freight to Buffalo, TX 75831	\$	\$	\$
GRAND TOTALS		\$	\$	\$

7.2. Leon High

	Description	Materials	Engineering & Installation	Total
Tower Steel	400' Self-supporting tower 120 mph, loading per appurtenance table (Insert Model No. Here)	\$		\$
Tower Foundations	Foundations (Insert Description Here)	\$	\$	\$
Tower Erection	Assemble and Install 400' Tower			
LED Tower Lighting System	(Insert Manufacturer and Model No. Here)	\$	\$	\$
Grounding Electrode System	Grounding Electrode System with test wells (10 Ohm), 3 Ground Test Wells	\$	\$	\$
Ice Bridge	30' Long X 24" Wide, Galvanized	\$	\$	\$
Electrical - Trenching	H-Frame, Electrical, Trenching & Underground Conduits	\$	\$	\$
Shipping	Freight to Jewett, TX 75846	\$	\$	\$
GRAND TOTALS		\$	\$	\$

7.3. Hilltop Lakes

	Description	Materials	Engineering & Installation	Total
Tower Steel	380' Self-supporting tower 120 mph, loading per appurtenance table(Insert Model No. Here)	\$		\$
Tower Foundations	Foundations, Base (Insert Description Here)	\$	\$	\$
Tower Erection	Assemble and Install 380' Tower			
LED Tower Lighting System	(Insert Manufacturer and Model No. Here)	\$	\$	\$
Grounding Electrode System	Grounding Electrode System with test wells (10 Ohm), 3 Ground Test Wells	\$	\$	\$
Ice Bridge	30' Long X 24" Wide, Galvanized	\$	\$	\$
Electrical - Trenching	H-Frame, Electrical, Trenching & Underground Conduits	\$	\$	\$
Shipping	Freight to Hilltop Lakes, TX 77871	\$	\$	\$
GRAND TOTALS		\$	\$	\$

7.4. Tri-Circle Ranch

	Description	Materials	Engineering & Installation	Total
Tower Steel	400' Guyed tower 120 mph, loading per appurtenance table (Insert Model No. Here)	\$		\$
Tower Foundations	Foundations, Base and /Guy Anchors (Insert Description Here)	\$	\$	\$
Tower Erection	Assemble and Install 400' Tower			
LED Tower Lighting System	(Insert Manufacturer and Model No. Here)	\$	\$	\$
Grounding Electrode System	Grounding Electrode System with test wells (10 Ohm), 3 Ground Test Wells	\$	\$	\$
Ice Bridge	30' Long X 24" Wide, Galvanized	\$	\$	\$
Electrical - Trenching	H-Frame, Electrical, Trenching & Underground Conduits	\$	\$	\$
Shipping	Freight to Leona, TX 75850	\$	\$	\$
GRAND TOTALS		\$	\$	\$

7.5. Sheriff's Office

	Description	Materials	Engineering & Installation	Total
Tower Steel	120' Self-supporting tower 120 mph, loading per appurtenance table (Insert Model No. Here)	\$		\$
Tower Foundations	Foundations (Insert Description Here)	\$	\$	\$
Tower Erection	Assemble and Install 120' Tower			
LED Tower Lighting System	(Insert Manufacturer and Model No. Here)	\$	\$	\$
Grounding Electrode System	Grounding Electrode System with test wells (10 Ohm), 1 Ground Test Well System	\$	\$	\$
Ice Bridge	20' Long X 24" Wide, Galvanized	\$	\$	\$
Trenching	Trenching & Underground Conduits	\$	\$	\$
Shipping	Freight to Centerville, TX 75833	\$	\$	\$
GRAND TOTALS		\$	\$	\$

7.6. Tower Price Summary Table

Site Name	Type	Height	Price
Expo Center	Guyed Tower	400'	\$
Leon High	Self-supporting	400'	\$
Hilltop Lakes	Self-supporting	380'	\$
Tri-Circle Ranch	Guyed Tower	400'	\$
Sheriff Office	Self-supporting	120'	\$
Subtotal			\$
Discount			\$ -
Grand Total			\$

8. COMPLIANCE MATRIX

RFP Section	Description	Offeror's Statement of Compliance Select one Choice			Offeror's Clarifications and Comments
		Comply	Comply with Clarification	Exception	
1	Introduction				
1.1.	Offeror Registration				
1.2.	Pre-Proposal Conference				
1.3.	Site Due Diligence				
1.4.	Funding				
1.5.	Bonding Requirements				
1.5.1	Proposal Guarantee (Bid Bond)				
1.5.2	Performance and Payment Bonds				
1.5.3	Bond Renewal Requirements				
1.6.	Completion/Response Time				
1.7.	RFP Schedule				
1.8.	General Requirements				
1.9.	Awarded Contractor Responsibilities				
1.10.	Records				
2	Project Overview				
2.1.	General Overview				
2.1.A	Permits and Approvals				
2.1.B	Earthwork				
2.1.C	Tower Ground Ring				
2.1.D	Radio Towers				
2.1.E	Tower Marking and Lighting				

RFP Section	Description	Offeror's Statement of Compliance Select one Choice			Offeror's Clarifications and Comments
		Comply	Comply with Clarification	Exception	
2.1.F	Ice Bridge				
2.1.G	Tower Lighting Controls				
2.2.	Site Location Information				
2.2.1	Expo Center – 400-foot Guyed Tower				
2.2.2	Leon High – 400-foot Self-supporting Tower				
2.2.3	Hilltop Lakes – 380-foot Guyed Tower				
2.2.4	Tri-Circle Ranch – 400-foot Guyed Tower				
2.2.5	Sheriff's Office – 120-foot Self-supporting Tower				
2.3.	Radio Tower and Site Work				
2.3.1	Expo Center				
2.3.2	Leon High				
2.3.3	Hilltop Lakes				
2.3.4	Tri-Circle Ranch				
2.3.5	Sheriff's Office				
2.4.	Site Planning and Grounding Requirements				
2.5.	Cleaning and Grading				
2.6.	Electrical				
2.7.	Subsurface Exploration				
2.8.	Submittal Data and Notification Requirements				
2.9.	Compliance with Codes and Standards				
2.10.	Ownership of Drawings, Documents, and Specifications				
2.11.	Workmanship and Unauthorized Work				

RFP Section	Description	Offeror's Statement of Compliance Select one Choice			Offeror's Clarifications and Comments
		Comply	Comply with Clarification	Exception	
2.12.	Materials				
2.13.	Delivery and Handling				
2.14.	Storage of Materials and Equipment				
2.15.	Project Schedule Maintenance				
2.16.	Project Submittals				
2.16.1	General Information				
2.16.2	Project Schedule Milestone				
2.16.3	Critical Design Milestone				
2.16.4	County-provided Documentation				
2.16.5	Post Acceptance Service Information				
3	Tower Design and Construction Details				
3.1.	Installation Requirements				
3.1.1	Installation Planning				
3.1.2	General Installation Requirements				
3.1.3	Project Management				
3.2.	Tower Specifications				
3.2.1	General				
3.2.2	Design Requirements				
3.2.3	Fabrication				
3.2.4	Connections and Locking Devices				
3.2.5	Cable Ladders				
3.2.6	Climbing Ladders				
3.2.7	Grounding Tabs				

RFP Section	Description	Offeror's Statement of Compliance Select one Choice			Offeror's Clarifications and Comments
		Comply	Comply with Clarification	Exception	
3.2.8	Finishes				
3.2.9	Tower Dual Lighting System				
3.2.10	Transmission Line – Ice Bridge				
3.3.	Antennas and Feedlines				
3.3.1	Antennas				
3.3.2	Antenna Mounts				
3.4.	Grounding				
3.4.1	Site Grounding Electrode System				
3.4.2	Ground Resistance Design				
3.4.3	Drawing				
3.4.4	Installation Inspection				
3.4.5	Ground Ring				
3.4.6	Ground Rods				
3.4.7	Inspection Wells				
3.4.8	Tower Grounding				
3.4.9	Grounding Requirements				
3.5.	Foundations and Tower Installation				
3.5.1	Tower Foundation Installation				
3.5.2	Concrete Samples				
3.5.3	Foundation Forms				
3.5.4	Tower Erection				
3.6.	Final Acceptance and Proof of Performance				
3.6.1	Operational Performance Tests				

RFP Section	Description	Offeror's Statement of Compliance Select one Choice			Offeror's Clarifications and Comments
		Comply	Comply with Clarification	Exception	
3.6.2	Tower				
3.6.3	Final Acceptance				
3.7.	Special Requirements				
3.7.A	Tower Superstructure and Anchor Bolts				
3.7.B	Tower Foundation				
3.7.C	Galvanized Lightning Rod				
3.7.D	Vertical Waveguide Ladder				
3.7.E	Climbing Ladder				
3.7.F	Tower Leg Grounding Tabs				
3.7.G	Compliance with ANSI/TIA-222-I				
3.7.H	Domestically sourced and manufactured steel and hardware				
3.7.I	F.O.B.				
4	Instructions to Offerors				
4.1.	Proposal Submission				
4.2.	Technical Information				
4.3.	Preparation of Proposals				
4.4.	Signatures				
4.5.	Rejection or Withdrawal				
4.6.	Award				
4.7.	Contract				
4.8.	Results				
4.9.	Changes and Addenda to Proposal Documents				
4.10.	Specifications				

RFP Section	Description	Offeror's Statement of Compliance Select one Choice			Offeror's Clarifications and Comments
		Comply	Comply with Clarification	Exception	
4.11.	Delivery				
4.12.	Interpretation of Proposal and/or Contract Documents				
4.13.	Currency				
4.14.	Pricing				
4.15.	Notice to Proceed/Purchase Order				
4.16.	Regulatory Compliance				
4.16.1	1295				
4.16.2	Conflict of Interest Questionnaire				
4.16.3	Certification				
5	General Terms and Conditions of Bidding				
5.1.	Proposals				
5.1.1	Authorized Signatures				
5.1.2	Late Proposals				
5.1.3	Withdrawal of Proposals Prior to Opening				
5.1.4	Withdrawal of Proposals after Opening				
5.1.5	Proposal Amounts				
5.1.6	Exceptions and/or Substitutions				
5.1.7	Alternates				
5.1.8	Descriptions				
5.1.9	Alterations				
5.1.10	Tex Exempt Status				
5.1.11	Quantities				

RFP Section	Description	Offeror's Statement of Compliance Select one Choice			Offeror's Clarifications and Comments
		Comply	Comply with Clarification	Exception	
5.1.12	Award				
5.1.13	Silence of Specifications for Completeness				
5.1.14	Addenda				
5.1.15	General Bid Bond/Surety Requirements				
5.1.16	General Insurance Requirements				
5.1.17	Responsiveness				
5.1.18	Responsible Standing of Offeror				
5.1.19	Proprietary Data				
5.2.	Performance				
5.2.1	Design, Strength, and Quality				
5.2.2	Age and Manufacturer				
5.2.3	Delivery Location				
5.2.4	Delivery Schedule				
5.2.5	Delivery Changes				
5.2.6	Installation Changes				
5.2.7	Operating Instructions and Training				
5.2.8	Storage				
5.2.9	Compliance with Laws				
5.2.10	OSHA				
5.2.11	Patents and Copyrights				
5.2.12	Samples, Demonstrations and Testing				
5.2.13	Acceptability				
5.3.	Purchase Orders and Payment				

RFP Section	Description	Offeror's Statement of Compliance Select one Choice			Offeror's Clarifications and Comments
		Comply	Comply with Clarification	Exception	
5.3.1	Purchase Orders				
5.3.2	Invoices				
5.3.3	Funding				
5.3.4	Audit Provisions				
5.4.	Contract				
5.4.1	Contract Definition				
5.4.2	Contract Agreement				
5.4.3	Change Order				
5.4.4	Termination for Default				
5.4.5	Invalid, Illegal, or Unenforceable Provisions				
5.4.6	Injuries or Damages Resulting from Negligence				
5.4.7	Interest by Public Officials				
5.4.8	Warranty				
5.4.9	Uniform Commercial Code				
5.4.10	Venue				
5.4.11	Sale, Assignment, or Transfer of Contract				
5.4.12	Silence of Specifications				
6	Special Requirements and Instructions				
6.1.	Proposal Requirement				
6.2.	Delivery Time				
6.3.	Payment				
6.4.	Minimum Insurance Requirements				
6.5.	Exceptions and Substitutions				

RFP Section	Description	Offeror's Statement of Compliance Select one Choice			Offeror's Clarifications and Comments
		Comply	Comply with Clarification	Exception	
7	Cost Proposal Forms				
7.1.	Expo Center				
7.2.	Leon High				
7.3.	Hilltop Lakes				
7.4.	Tri-Circle Ranch				
7.5.	Sheriff's Office				
7.6.	Tower Price Summary Table				
8	Compliance Matrix				
Exhibits					
1A	Expo Center Survey				
1B	Expo Center Site Plan				
1C	Expo Center Geotechnical Report				
1D	Expo Center NEPA Compliance Letter				
1E	Expo Center FAA Determination				
2A	Leon High Survey				
2B	Leon High Site Plan				
2C	Leon High Geotechnical Report				
2D	Leon High NEPA Compliance Letter				
2E	Leon High FAA Determination				
3A	Hilltop Lakes Survey				
3B	Hilltop Lakes Site Plan				
3C	Hilltop Lakes Geotechnical Report				
3D	Hilltop Lakes NEPA Compliance Letter				

RFP Section	Description	Offeror's Statement of Compliance Select one Choice			Offeror's Clarifications and Comments
		Comply	Comply with Clarification	Exception	
3E	Hilltop Lakes FAA Determination				
4A	Tri-Circle Ranch Survey				
4B	Tri-Circle Ranch Site Plan				
4C	Tri-Circle Ranch Geotechnical Report				
4D	Tri-Circle Ranch NEPA Compliance Letter				
4E	Tri-Circle Ranch FAA Determination				
5A	Sheriff's Office Site Plan				
5B	Sheriff's Office Geotechnical Report				
5C	Sheriff's Office NEPA Compliance Letter				
6	Form 1295 - Certificate of Interested Parties				
7	Form CIQ - Conflict of Interest Questionnaire				
8	120' Tower Loading Appurtenance Table				
9	380' Tower Loading Appurtenance Table				
10	400' Tower Loading Appurtenance Table				

9. EXHIBITS

- Exhibit 1A Expo Center Survey
- Exhibit 1B Expo Center Site Plan
- Exhibit 1C Expo Center Geotechnical Report
- Exhibit 1D Expo Center NEPA Compliance Letter
- Exhibit 1E Expo Center FAA Determination
- Exhibit 2A Leon High Survey
- Exhibit 2B Leon High Site Plan
- Exhibit 2C Leon High Geotechnical Report
- Exhibit 2D Leon High NEPA Compliance Letter
- Exhibit 2E Leon High FAA Determination
- Exhibit 3A Hilltop Lakes Survey
- Exhibit 3B Hilltop Lakes Site Plan
- Exhibit 3C Hilltop Lakes Geotechnical Report
- Exhibit 3D Hilltop Lakes NEPA Compliance Letter
- Exhibit 3E Hilltop Lakes FAA Determination
- Exhibit 4A Tri-Circle Ranch Survey
- Exhibit 4B Tri-Circle Ranch Site Plan
- Exhibit 4C Tri-Circle Ranch Geotechnical Report
- Exhibit 4D Tri-Circle Ranch NEPA Compliance Letter
- Exhibit 4E Tri-Circle Ranch FAA Determination
- Exhibit 5A Sheriff's Office Site Plan
- Exhibit 5B Sheriff's Office Geotechnical Report
- Exhibit 5C Sheriff's Office NEPA Compliance Letter
- Exhibit 6 Form 1295 - Certificate of Interested Parties
- Exhibit 7 Form CIQ - Conflict of Interest Questionnaire
- Exhibit 8 120' Tower Loading Appurtenance Table
- Exhibit 9 380' Tower Loading Appurtenance Table
- Exhibit 10 400' Tower Loading Appurtenance Table