

Exhibit "A"

**HIDTA TASK FORCE
"LEASE OF TOWER SPACE"
BID NO.: 2011-192-07-27-CGA**

SPECIFICATIONS

Hidalgo County is seeking to lease property for "Lease of Tower Space" for the HIDTA Task Force including, but not limited to the following:

Specifications and/or Requirements:

1. Leased property must have shelter to house transmission, reception and rebroadcast equipment.
2. Tower shelter must have electricity and air conditioning system.
3. Tower shelter should be of construction capable of withstanding sustained hurricane force winds.
4. Tower site must have a backup power source, generator preferred, capable of providing electricity for HIDTA equipment and tower operations for a period of forty-eight (48) hours.
5. Height of Tower should be four hundred forty (440) feet or taller and meet the design requirements of EIA/TIA-222-G.
6. Tower must meet all F.A.A. and F.C.C. guidelines and be licensed by the F.C.C. and tower provider shall attach a copy of each F.C.C. Antenna Site Registration.
7. Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 30th day of September, 2011. Tower site must be geographically located within 2 nautical miles of the following:

| | |
|-------------|---------------|
| Latitude | Longitude |
| 26-11-10.0N | 098-11-19.6 W |

This is essential to ensure County Wide radio coverage for mobile radios.

8. Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

9. Tower rent must include cost of electricity.
10. Lessor throughout the lease term will maintain the property and keep it free of waste and nuisance.
11. Lessor throughout the lease term, at his own expense will maintain air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and all other components of the property.
12. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.
13. Lessor agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the Lessor's approval/disapproval.
14. Lessor agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with the Lessee's use of the property.
15. Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.
16. Tower must have the capability for one circuit to be connected to AT&T.
17. Vendor must provide a bid amount for ALL yearly terms.
18. HIDTA shall be allowed to replace existing equipment used on the property with the prior written consent of awarded bidder without experiencing an increase in monthly rental costs. However, in the event, HIDTA desires to add "new" equipment to the property currently not in place at HIDTA expense, HIDTA shall also seek the prior written consent of awarded bidder, and awarded bidder shall submit a written proposal to HIDTA of the additional rental costs (if any) associated with the new equipment. If the parties reach an agreement for additional rental costs due to the addition of new equipment, then the new equipment may be added.
19. All costs and expenses associated with the preparation and submission of (bid, proposals and/or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EQUIPMENT TO BE INSTALLED AT TOWER SITE:

1. HIDTA will install the following antennas, lines and transmitters:
 - VHF Antenna @440 feet

2. All cable will be 7/8 inch heliax affixed to tower with approved hardware and be grounded at both top and bottom.
3. HIDTA will install one (1) VHF transmitter and one (1) VHF duplexer at the site.

PREMISES:

Tower Space at the elevation of 440 feet on an approximately 440 foot transmission tower located at Latitude 26°11'10.0' and Longitude 98°11'19.6' for one antenna, together with the nonexclusive right to the use of the tower structure for the transmission cable. Approximately 4 square feet, representing one (1) transmitter cabinet of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in the equipment building located on the property.

Terms and Conditions:

1. The term of the lease contract will be for a period of one (1) year Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
3. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessee. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessee to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.
7. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessee may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessor.
8. The awarded bidder shall adhere to the following insurance requirements:

- Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to lease services being performed by Lessor hereunder.
- Bidder shall maintain insurance as described and listed in Insurance Requirements: See exhibit "C" attached. Bidder must also insure property for fire, accident and natural disaster.

The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA EMAIL TO: cris.villarreal@co.hidalgo.tx.us by no later than **Wednesday, July 20, 2011 by 5:00P.M.** Responses will be sent to all applicants/participants via facsimile or via email by no later than, **Friday, July 22, 2011 by 5:00P.M.**

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY HIDTA TASK FORCE "LEASE OF TOWER SPACE"

Vendor must submit a bid amount for ALL yearly terms.

| Initial 1 year term: | |
|--|---|
| <u>Description</u> | <u>Bid Amount</u> |
| Cost per month | \$ 375 ⁰⁰ |
| Total cost for 1 st of 1 year term (12 months) | \$ 4,500 ⁰⁰ |
| Renewal Options 2 nd Year term: ***Nine (9), One (1) year terms: | |
| <u>Description</u> | <u>Bid Amount</u> |
| Cost per month | \$ 386 ²⁵ |
| Total cost for 2 nd term of 1 year (12 months) | \$ 4,635 ⁰⁰ |
| 3 rd Year term: | |
| Cost per month: | \$ 397 ⁸⁴ 9.34 |
| Total cost for 3 rd term of 1 year (12 months) | \$ 4,774 ⁰⁸ 7-27-11 |
| 4 th Year term: | |
| Cost per month | \$ 400 ⁰⁰ |
| Total cost for 4 th term of 1 year (12 months) | \$ 4,800 ⁰⁰ JF |
| 5 th Year term: | |
| Cost per month | \$ 420 ⁰⁰ |
| Total cost for 5 th term of 1 year (12 months) | \$ 5,040 ⁰⁰ |

| 6 th Year term: | |
|--|-------------------------|
| Description | Bid Amount |
| Cost per month | \$ 441 ⁰⁰ |
| Total cost for 6 th term of 1 year (12 months) | \$ 5292 ⁰⁰ |
| 7 th Year term: | |
| Cost per month | \$ 463 ⁰⁰ |
| Total cost for 7 th term of 1 year (12 months) | \$ 5,556 ⁰⁰ |
| 8 th Year term: | |
| Cost per month | \$ 486 ⁰⁰ |
| Total cost for 8 th term of 1 year (12 months) | \$ 5832 ⁰⁰ |
| 9 th Year term: | |
| Cost per month | \$ 510 ⁰⁰ |
| Total cost for 9 th term of 1 year (12 months) | \$ 6,120 ⁰⁰ |
| 10 th Year term: | |
| Cost per month | \$ 535 ⁰⁰ |
| Total cost for 10 th term of 1 year (12 months) | \$ 6,420 ⁰⁰ |
| Grand Total | |
| Overall Total Cost for 10 years (120 months) | \$ 52,969 ⁰⁸ |
| FCC Antenna Site Registration # | 1258600 |

OPENED
9:34am
7-27-11
Witnessed

[Signature]

BIDDER'S INFORMATION:

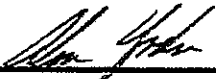
| | | |
|-----------------------|---|--------------|
| BIDDER/COMPANY NAME: | RGV Towers, LLC | |
| ADDRESS: | P.O. Box 2973 | |
| CITY/STATE/ZIP CODE: | McAllen, TX 78502 | |
| PHONE & FAX NO'S: | 956-682-6005 | 956-213-1276 |
| CELLULAR NO: | 956-821-4431 | |
| E-MAIL ADDRESS: | alan@sc2000.net | |
| AUTHORIZED SIGNATURE: |  | |
| PRINTED NAME: | Alan Yoder | |
| TITLE: | President | |

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | | | |
|--|--|--------------------------------------|---------------|---|-------|--|--|--|--|-------------------|--|-------------------|--|-------------------|--|
| PRODUCER Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502 | CONTACT NAME: Yolanda Alonso PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650 E-MAIL ADDRESS: yolanda@shepins.com PRODUCER CUSTOMER ID#: 00007335 | | | | | | | | | | | | | | |
| INSURED RGV Towers, LLC P O Drawer 3097 McAllen, TX 78502 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Hartford Casualty Ins. Co</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER B: State Automobile Mutual Ins Co</td> <td></td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Hartford Casualty Ins. Co | 29424 | INSURER B: State Automobile Mutual Ins Co | | INSURER C: Texas Mutual Insurance Company | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Hartford Casualty Ins. Co | 29424 | | | | | | | | | | | | | | |
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| INSURER C: Texas Mutual Insurance Company | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 11/12 RGV Towers** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR / WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | 65UENQD6324 | 03/05/2011 | 03/05/2012 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | BAP2280927 01 | 01/17/2011 | 01/17/2012 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | A <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE \$ 10,000 <input checked="" type="checkbox"/> RETENTION | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | TSF0001134027 | 07/29/2010 | 07/29/2011 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 General liability policy includes a blanket additional endorsement as required by written contract.

| | |
|---|---|
| CERTIFICATE HOLDER County of Hidalgo 2812 S Business Hwy 281 Edinburg, TX 78539 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kent Shepard/CL03 |
|---|---|

ASR Registration Search

Registration 1258600✚ [Map Registration](#)

| Registration Detail | | | |
|--|---|---|-------------|
| Reg Number | 1258600 | Status | Constructed |
| File Number | A0589625 | Constructed | 03/31/2008 |
| FAA Study | 2007-ASW-35-OE | EMI | No |
| FAA Issue Date | 03/05/2007 | NEPA | No |
| Antenna Structure | | | |
| Structure Type | TOWER - Free standing or Guyed Structure used for Communications Purposes | | |
| Location (in NAD83 Coordinates) | | | |
| Lat/Long | 26-11-10.0 N 098-11-19.6 W | 1000 South Bluebonnet | |
| City, State | Pharr , TX | | |
| Center of AM Array | | | |
| Heights (meters) | | | |
| Elevation of Site Above Mean Sea Level | | Overall Height Above Ground (AGL) | |
| 34.7 | | 146.3 | |
| Overall Height Above Mean Sea Level | | Overall Height Above Ground w/o Appurtenances | |
| 181.0 | | 134.1 | |
| Painting and Lighting Specifications | | | |
| FAA Chapters 4, 8, 12 Paint and Light in Accordance with FAA Circular Number 70/7460-1K | | | |
| Owner & Contact Information | | | |
| FRN | 0015927650 | Licensee ID | L01230522 |
| Owner | | | |
| RGV Towers, LLC Attention To: Alan Yoder P.O. Box 3097 McAllen , TX 78502 | | P: (956)213-1130 E: alan@sc2000.net | |
| Contact | | | |
| Yoder , Alan P.O. Box 3097 McAllen , TX 78502 | | P: (956)213-1130 E: alan@sc2000.net | |
| Last Action Status | | | |
| Status | Constructed | Received | 03/31/2008 |
| Purpose | Notification | Entered | 03/31/2008 |
| Mode | Interactive | | |
| Related Applications | | | |
| 03/31/2008 | A0589625 - Notification (NT) | | |
| 05/29/2007 | A0550651 - New (NE) | | |

| Comments | |
|-------------------|---------------------------------|
| Comments | |
| None | |
| Automated Letters | |
| 05/30/2007 | Authorization, Reference 566318 |

CLOSE WINDOW