

Connelly & Bartnesky Insurance
1209 E. Harrison
P.O. Box 2839
Harlingen TX 78550

ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: SCOTTSDALE INSURANCE COMPANY

INSURER B: AIG LIFE INSURANCE COMPANY

INSURER C: ALLSTATE INSURANCE

INSURER D:

INSURER E:

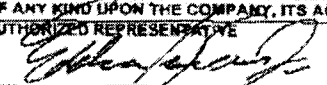
INSURED
VALLEY METRO SECURITY, LLC
P.O. BOX 743
PHARR, TEXAS 78577

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS in 1000's
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CLS114889	07/28/2006	07/28/2007	EACH OCCURENCE \$ 1,000,000
					FIRE DAMANGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. <input type="checkbox"/>				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG INCLUDED
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	938343288 09/25	09/25/2006	09/25/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
					BODILY INJURY (Per person) \$ 1,000,000
					BODILY INJURY (Per accident) \$ 1,000,000
					PROPERTY DAMAGE (Per accident) \$ 1,000,000
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CLA010679	04/14/2006	04/14/2007	EACH OCCURENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	ASBA-58049	07/10/2006	07/10/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE-EA EMPLOYEE \$ 100,000 E.L. DISEASE-POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF " County Of Hidalgo"

CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER: _____	CANCELATION
County of Hidalgo 100 E. Cano Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 



PURCHASING DEPARTMENT
County Of Hidalgo

April 02, 2007

Mr. Francisco J. Guerrero
Valley Metro Security Service L.L.C..
12513 Bail Bond Drive
Edinburg, Texas 78541

Dear Mr. Guerrero:

Please let this letter serve as an official notice of action taken by the Hidalgo County Commissioners' Court on March 27, 2007, your company was approved for an additional year for "Parking Lot (s) Security Service" (expiration date 04-10-2008) for Hidalgo County under the same rates, terms and conditions

Thank you in advance for your cooperation to this matter. If you should have any questions or comments, or require anything further, please do not hesitate to contact me.

Sincerely,

Mary A. Maldonado
Contract Manager

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-137-04-11

THIS CONTRACT is made and entered into this 11th day of April, 2006 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VALLEY METRO SECURITY, L.L.C.** (A Texas Limited Liability Company) ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Parking Lot(s) Security Services**" (the "Services"); and

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

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

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within Edinburg and McAllen, Texas for the County Of Hidalgo. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by **Hidalgo County Chief Of Security, Hidalgo County Office Of Budget Management and Hidalgo County Purchasing Department** or designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **APRIL 11, 2006** and ending on **APRIL 10, 2007** and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company

**Valley Metro Security Service L.L.C.
12513 Bail Bond Drive
Edinburg, Texas 78541**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 15th day of May, 2006.

Approved by Commissioners' Court
on 4-11-06 *ah*

COUNTY OF HIDALGO

ATTEST:

Eddy Trevino
Eddy Trevino, County Clerk

By: *Ramon Garcia*
Ramon Garcia, County Judge

COMPANY: Valley Metro Security Service L.L.C.

By: *Francisco J. Guerrero*

Printed Name: FRANCISCO J. GUERRERO

Title: GENERAL MANAGER

Approved by Commissioners' Court on April 11, 2006

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: *SHD*

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BID

PARKING LOTS SECURITY SERVICES
RFB NO: 2006-137-04-10

**COUNTY OF HIDALGO
REQUEST FOR BID
"PARKING LOTS SECURITY SERVICES"
RFB NO: 2006-137-04-10**

OVERVIEW:

The County of Hidalgo is seeking to engage Security Services to furnish Security Services for RFB-PARKING LOTS SECURITY SERVICES PROJECT. Services will be required on Monday's Only from 7:00 A.M. to 7:00 P.M. .

There will be a "Pre-Bid Meeting" scheduled for Monday, April 3, 2006, at 10:00 A.M., at Hidalgo County Purchasing Department, located at 100 East Cano, 4th Floor, Edinburg, Texas. Sealed bids will be accepted until 9:30 A.M., Monday, April 10, 2006. **ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFB NO. 2006-137-04-10
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFB Number, Name and Acceptance Date.

The following outlines the Request For Bid:

SECTION I - GENERAL TERMS AND CONDITIONS

BIDDER'S AFFIDAVIT

Respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit; (2) that the Respondent does not have Conflict of Interest as described in the Bidder's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

NON-DISCRIMINATION

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

E. ELECTRONIC TRANSMISSION OF BIDS
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the Request for Bid (RFB) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

BIDS DELIVERY

Hidalgo County requires submitters, when hand delivering bids, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFB off.

SIGNING OF BIDS

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - REQUIREMENTS

REQUEST FOR BIDS

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

CONTENTS

The required contents for the RFB are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT

To render "Parking Lots Security Services". Hidalgo County will direct and inform the potential awarded vendor of the numerous parking lots that will need the security services to be rendered on Monday's Only .

BIDDER'S REQUIREMENTS

- a) A minimum of Seven (7) Security Officers will be needed to provide security services at the direction of Hidalgo County for our several parking lots involved in this project. Services will be for Mondays only from 7:00 A.M. to 7:00 P.M.
- b) Contractor shall be responsible for providing its own marked patrol vehicles which must be equipped for 2-way radio contact with provider's dispatch offices and local law enforcement agencies, and must be equipped with adequate first aid and safety equipment.
- c) Contractor and all security personnel must be licensed by the appropriate state and/or federal agencies. Security personnel must be licensed and trained to carry firearms.
- d) Locations and directions will be provided and directed by Hidalgo County upon award.
- e) Vendor must comply with attached EXHIBIT "C", INSURANCE REQUIREMENTS.
- f) Contractor will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.
- g) Hidalgo County reserves the right to reject any bid which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor's status as a bonded provider of security services.

ADDITIONAL INFORMATION:

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

REQUIRED CERTIFICATES AND SUBMITTAL

Proof of any certifications, licenses, permits registrations required by federal, state and local statute regulations and all required current insurances applicable to project

SECURITY OFFICERS

Any or all contractor's security officers who will be servicing our contract will be required to have all required licenses, permits, etc, associated in being a security officer.

DURATION OF CONTRACT

1. The initial term of the contract shall be for one (1) year period (12-months), with the County's option to renew for additional two (2) year-one year terms.
2. With the County's option to extend an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

NUMBER OF COPIES TO BE SUBMITTED

Hidalgo County requires **one (1) original submittal and three (3) copies.**

PART III - SELECTION AND SCHEDULES AND BID RATE

SCHEDULES/LOCATIONS

Hidalgo County will direct, assist and provide location sites of the parking lots. Schedule may change/vary upon Hidalgo County's request and/or on "As Needed Basis."

SELECTION PROCEDURES

The RFB shall be submitted accordingly. The County of Hidalgo is not required to select the bid with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

BID RATE

Bids submitted must be on a **"PER HOURLY RATE PER DAY"**.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

BIDS SUBMITTED TO: An original and three (3) copies of RFBs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building; 100 E. Cano, 4th Floor
Edinburg, Texas 78539

RFBs must be submitted by **no later than 9:30 a.m. on Monday, April 10, 2006.**

METHOD OF AWARD

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Per Hourly Rate Per Day on bid page.
2. Ability to meet all requirements of the bid.
3. Competence, knowledge and experience of the security officers that will be providing the services.

EXHIBIT "B"

PAYMENT SCHEDULE

HIDALGO COUNTY
PARKING LOTS SECURITY SERVICES"
RFB NO: 2006-137-04-10

BID PAGE

1. Unarmed Security \$8.75p/hr
2. Armed Security \$9.15p/hr
3. Security w/Patrol Unit \$10.25p/hr

PER HOURLY RATE FEE PER DAY: \$

INSURANCE CERTIFICATES INCLUDED: YES NO

BIDDER'S INFORMATION

BIDDER'S NAME: Valley Metro Security

ADDRESS: 12513 Bail Bond Dr.

CITY/STATE/ZIP CODE: Edinburg, TX 78541

CELLULAR & PAGER NUMBERS: (956) 287-7600

FAX NUMBER: (956) 287-7605

AUTHORIZED SIGNATURE: 

PRINTED NAME: General Manager FRANCISCO J. GUERRERO

TITLE: 04/04/06

DATE: 4/4/06



CERTIFICATE OF LIABILITY		DATE(MM/DD/YY) 04/19/2007
PRODUCER EL DORADO INSURANCE AGENCY 2515 NORTH BLVD. P O BOX 66571 Houston TX 77266	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURER A: FIRST MERCURY INSURANCE COMPANY		
INSURER B: AIG LIFE INSURANCE COMPANY		
INSURER C: STATE FARM AUTO INSURANCE		
INSURER D:		
INSURER E:		
INSURED VALLEY METRO SECURITY,LLC 12513 BAIL BOND DRIVE EDINBURG, TX 78541		

COVERAGES

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A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	FMMI012425	12/14/2006	12/14/2007	EACH OCCURENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
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					PRODUCTS - COMP/OP AGG	INCLUDED
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C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	53 -8493-V45	03/13/2007	04/13/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
					BODILY INJURY (Per person)	\$ 1,000,000
					BODILY INJURY (Per accident)	\$ 1,000,000
					PROPERTY DAMAGE (Per accident)	\$ 1,000,000
					GARAGE LIABILITY ANY AUTO	
				OTHER THAN EA ACC	\$	
				AUTO ONLY AGG	\$	
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CLA010879	04/14/2007	04/14/2008	EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
B	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	ASBA-58049	07/10/2006	07/10/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 100,000
					E.L. DISEASE-EA EMPLOYEE	\$ 100,000
					E.L. DISEASE-POLICY LIMIT	\$ 500,000
	OTHER					

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