

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-10-003-09-28**

THIS CONTRACT is made and entered into this 28th Day of **September, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), **RGV TRANSPORT SERVICES LLC**, ("Company").

WHEREAS, County exempted from competitive bidding requirements under Texas Local Government Code, Chapter 262, Section 262.024(a)(2) for "**Dead Body Pickup and Transport Services**" the ("Services") as it concerns the preservation of the health and safety of the residents of the County;

WHEREAS, in recognition of the statutory requirement for "Dead Body Pickup and Transport Services" the ("Services"), the Commissioners Court of County approved the exemption and authority to negotiate a service contract.

WHEREAS, pursuant to the negotiations, County has requested for Company to provide copies of the drivers licenses of the listed employees for a background check; and

WHEREAS, County has requested for Company to provide and maintain a "Surety Bond" in the amount of \$10,000.00, which will remain in effect for the duration of the contract period and must be provided within ten (10) days of approval of contract by Commissioners Court; and

WHEREAS, County has requested for Company to provide the list of vehicles to be used in the transportation services of bodies. Vehicles will require to be identified as "RGV Transport Services" by displaying a magnetic sign on vehicles; and

WHEREAS, County has requested for Company not to in any manner whatsoever have any contact with or offer any information related to the procedures ordered by the appropriate County Officials with any of the decedent's family, friends, or acquaintances. All communications for services requested of the contractor will be through the appropriate County Official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

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 to Hidalgo County for "**Dead Body Pickup and Transport Services**". 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 scope of services, described in Exhibit "A", within **Hidalgo County** on request by the Commissioners Court or their 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. Company agrees to abide by the County's request in providing copies of the driver's licenses of the Company's listed employees for background check; and

4. Company agrees to provide and maintain a "Surety Bond" in the amount of \$10,000.00 and to which it will remain in effect for the duration of the contract period and will provide to the County within the ten (10) days of approval of contract by Commissioners Court; and

5. Company agrees to provide to County the list of vehicles to be used in the transportation services of bodies and to display and identified as "RGV Transport Services" by displaying a magnetic sign on vehicles; and

6. Company agrees to abide to County's request not to in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County Officials with any of the decedent's family, friends, or acquaintances. All communications for services requested of the contractor will be through the appropriate County Official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

7. This Contract shall be for a period beginning **October 14, 2010** and ending **October 13, 2012** (the "Termination Date"). Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) year at the same rates, terms and

conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

8. 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.

9. 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.

10. 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.

11. 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.

12. Company shall provide a sufficient number of trucks, vehicles, personnel

17. 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.

18. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County within thirty (30) day's written notice prior to cancellation.

19. 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.

20. 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 _____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: RGV Transport Services

By: _____

Printed Name: _____

Title: _____

APPROVED BY COMMISSIONERS COURT: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"
SCOPE OF SERVICES
"Dead Body Pickup and Transport Services-Hidalgo County"

SCOPE OF SERVICES:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, Hidalgo County requires the transportation of dead human bodies from various locations within the County to the Hidalgo County Facility at which autopsies and other necessary services are performed. **The services are on an "As Needed Basis".**

SPECIFICATIONS:

- A. Transportation vehicle(s) used must be fully enclosed (i.e., hearse or van suitable for the transport of dead human bodies) in accordance with applicable laws and regulations. Open bed pick-up trucks are not acceptable. All drivers must possess a current valid Texas driver's license and be properly covered under contractor's insurance.
- B. Background Check on all personnel to include driving history utilizing the Texas Department of State Health Service criteria for criminal background checks on EMT/Paramedic personnel require fingerprints through the Fingerprint Applicant Service of Texas (FAST) for Texas/FBI criminal history check.
- C. Transportation from place of death, morgue and/or funeral home to Hidalgo County Facility. Service will also require pick-up of deceased from Hidalgo County Facility to Funeral Home of choice of relative(s).
- D. Contractor must furnish all equipment required for transporting dead human bodies, i.e., body bag (if applicable), gurney, cot, and stretcher. Body bag will be on an "as needed basis" only and will be provided by Hidalgo County when applicable.
- E. The contractor will be on call twenty-four (24) hours daily, seven (7) days per week, 365 days a year, and will be available to respond within thirty (30) minutes of telephone notification.
- F. The contractor shall provide his/her own telephone and pager service and numbers to the appropriate County officials.

- G. The contractor must provide and maintain a Surety Bond in the amount of \$10,000, which will remain in effect for the duration of the contract period. Proof of the Surety bond must be provided to the County Purchasing Agent within ten (10) days of contract award. Failure to provide said bond will result in cancellation of the contract.
- H. Contractor cannot in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, acquaintances. All communications for services requested of the Contractor will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).
- I. Contractor must also provide the list of vehicles to be used in the transportation of bodies. Proof of ownership must be provided in the form of a notarized title. (Notarized copy is acceptable).

TERMS AND CONDITIONS:

1. This Contract shall be for a period beginning **October 14, 2010** and ending **October 13, 2012** (the "Termination Date. Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) year at the same rates, terms and condition and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process. If County holds over and continues in possession of the Premises after expiration of the term of this contract, Hidalgo County will be deemed to be occupying the premises on the basis of a month to month tenancy subject to all of the terms and conditions of this contract.
2. Hidalgo County has the right to terminate this contract upon giving thirty (30) days written notice of cancellation.
3. Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein.

EXHIBIT “B” VENDOR’S FEES

PURSUANT TO THE EXEMPTION AND CONTRACT NEGOTIATION MEETING HELD ON SEPTEMBER 22, 2010, THE FOLLOWING ARE THE RATES NEGOTIATED.

Per body with body bag-----\$75.00

Per body without body bag---\$60.00

Body bags will be provided by Hidalgo County.

Please refer to the Negotiated Fees Letter signed by company.



PURCHASING DEPARTMENT
County Of Hidalgo

September 22, 2010

Aaron Rivera, Manager
RGV Transport Services, LLC
1901 Pecan Blvd.
McAllen, Texas 78501

via email: ronrivera55@yahoo.com

Re: **Best And Final Offer-Negotiated Contract**
"Dead Body Pick-up and Transport Services"

Dear Mr. Rivera:

Pursuant to action taken by the Hidalgo County Commissioners' Court on 09/21/2010 on the authority to negotiate a contract for the "Dead Body Pick-Up and Transport Services", a meeting was held this morning. In this meeting several points of interest and concerns were stressed out to you that are very important factors in this service contract that will require your company to abide by.

You are to provide Roy Cazares with copies of the driver license of the listed employees as requested to you in the meeting. Please be aware and as a reminder that a "Background Check" on all personnel will be initiated and must be compliant.

You must provide and maintain a "Surety Bond" in the amount of \$10,000.00, which will remain in effect for the duration of the contract period and must be provided within ten (10) days of approval of contract by Commissioners Court.

Provide the list of vehicles to be used in the transportation services of bodies. Vehicle to be used in the transportation of body(ies) will require to be identified as "RGV Transport Services" in order to avoid any possible conflicts and compliant purposes. Any and all updated applicable insurances naming and stating Hidalgo County as additionally insured must be included.

Contracted vendor cannot in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County Officials with any of the decedent's family, friends, acquaintances. All communications for services requested of the contractor will be through the appropriate County Official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule). Cause for termination of contract will follow if not compliant.

Fees negotiated per body with body bag as \$75.00 from \$80.00 and without body bag stays as \$60.00. Body Bags will be provided by Hidalgo County as stated in the meeting.

Please review this "Best And Final Offer" letter and return back by signing below along with all of the required documentation in order to proceed with an agenda item for Commissioners Court approval.

Should you have any questions, or require further information, please do not hesitate to contact me at (956) 292-0000 ext. 4856.

202 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Respectfully,


Yangel J. Garcia, Contracts Manager
Hidalgo County Purchasing Department

Enclosures

xc: five



9/2, 12010

**EXHIBIT “C”
INSURANCE REQUIREMENTS**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2010

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 OF 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 Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599 INSURED RGV Transports Services, LLC 1901 Pecan McAllen TX 78501	CONTACT NAME: San Juanita Palacios PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: PRODUCER ID#: 00002639 CUSTOMER ID#: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Century Surety Ins Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Century Surety Ins Co		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER: CL1092400443** **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, CONDITIONS AND EXCLUSIONS AND COVERAGE LIMITS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				CCP618673	2/12/2010	2/12/2011	EACH OCCURRENCE \$ 500,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECTIONS <input type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB							EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATION below				N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is added as Additional Insured.

CERTIFICATE HOLDER **CANCELLATION**

Hidalgo County
 2812 S. Bu Hwy 281
 Edinburg, TX 78539

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

TEXAS LIABILITY INSURANCE CARD

Commercial Policy
DBA: RGV TRANSPORT
1901 PECAN
MCALLEN, TX 78501



Policy Number: 604756715

Effective Date: 08/07/2010

Expiration Date: 08/07/2011

Year 1996 Make CHEVROLET Model ASTRO VAN

VIN 1GCDM19W2TB194008

Texas County Mutual

1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: Hector Ibarra

Phone No: 956-682-5919

25-7700 1-08

A7700201

Texas Liability Insurance Card Keep This Card

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

25-7700 1-08

Tarjeta de Seguro de Responsabilidad de Texas Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un periodo de hasta 180 días (a un costo de \$15 por día).

TEXAS LIABILITY INSURANCE CARD

Commercial Policy
DBA: RGV TRANSPORT
1901 PECAN
MCALLEN, TX 78501



Policy Number: 604756715
Effective Date: 08/07/2010
Expiration Date: 08/07/2011

Year 1997 Make CHEVROLET Model ASTRO VAN

VIN 1GCDM19W2VB162243

Texas County Mutual

1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: Hector Tharra
Phone No: 956-682-5919

25-7700 1-08

A7700201

Texas Liability Insurance Card Keep This Card

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- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un periodo de hasta 180 días (a un costo de \$15 por día).

25-7700 1-08



TEXAS LIABILITY INSURANCE CARD

Insurance Company
19046 TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
800-238-6225

Name and Address of Insured
RIVERA, RON

1901 PECAN BLVD
MCALLEN TX 78501

Policy Number
BA-2323R717-10-SEL
Effective Date 05-29-10
Expiration Date 05-29-11

Agent
ESSENTIAL INS GROUP
(281)463-1700

Year 2007 Vehicle Make/Model CHEVROLET VIN 3GNFK16337G230396

This policy provides at least the minimum amount of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

CAIDTX Rev. 12-06

TRAVELERS

TEXAS LIABILITY INSURANCE CARD

Insurance Company
19046 TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
800-238-6225

Name and Address of Insured
RIVERA, RON

1901 PECAN BLVD
MCALLEN TX 78501

Policy Number
BA-2323R717-10-SEL
Effective Date 05-29-10
Expiration Date 05-29-11

Agent
ESSENTIAL INS GROUP
(281)463-1700

Year 1996 Vehicle Make/Model CADILLAC VIN 1GEEFH90PXR706596

This policy provides at least the minimum amount of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

TRAVELERS

TARJETA DE SEGURO RESPONSABILIDAD DE TEXAS

Compañía de Seguro
19046 TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
800-238-6225

Nombre y Dirección del Asegurado
RIVERA, RON

1901 PECAN BLVD
MCALLEN TX 78501

Número de Póliza
BA-2323R717-10-SEL
Fecha Efectiva 05-29-10
Fecha de Expiración 05-29-11

Agente:
ESSENTIAL INS GROUP
(281)463-1700

Año 2007 Marca de Vehículo/Modelo CHEVROLET VIN 3GNFK16337G230396

Esta póliza provee por lo menos la cantidad mínima de seguro de responsabilidad requerida por ley (Texas Motor Vehicle Safety Responsibility Act) para el vehículo especificado y para los asegurados nombrados, y puede proveer cobertura para otras personas y otros vehículos según provisto en la póliza de seguro.

CAIDTX Rev. 12-06

TRAVELERS

TARJETA DE SEGURO RESPONSABILIDAD DE TEXAS

Compañía de Seguro
19046 TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
800-238-6225

Nombre y Dirección del Asegurado
RIVERA, RON

1901 PECAN BLVD
MCALLEN TX 78501

Número de Póliza
BA-2323R717-10-SEL
Fecha Efectiva 05-29-10
Fecha de Expiración 05-29-11

Agente:
ESSENTIAL INS GROUP
(281)463-1700

Año 1996 Marca de Vehículo/Modelo CADILLAC VIN 1GEEFH90PXR706596

Esta póliza provee por lo menos la cantidad mínima de seguro de responsabilidad requerida por ley (Texas Motor Vehicle Safety Responsibility Act) para el vehículo especificado y para los asegurados nombrados, y puede proveer cobertura para otras personas y otros vehículos según provisto en la póliza de seguro.

CAIDTX Rev. 12-06

TRAVELERS

SURETY BOND EXHIBIT



BOND NO. BBS 2110706

BUSINESS SERVICES BOND

Old Republic Surety Company Old Republic Insurance Company

(CHECK APPLICABLE COMPANY HEREINAFTER REFERRED TO AS THE COMPANY)

AGREEMENT

In consideration of an agreed premium, the Company indicated above (hereinafter called "Surety") hereby agrees to indemnify RGV TRANSPORT LLC

of 1901 PECAN BLVD., MCALLEN, TX 78501

(hereinafter called "Obligee"), against direct loss of money or other property, from the premises of any and all subscribers (hereinafter called "Subscribers") to the services and belonging to the Subscriber, or in which the Subscriber has a pecuniary interest or for which the Subscriber is legally liable, which the Subscriber shall sustain as a result of any employee dishonesty, as hereinafter defined, of an Employee or Employees of the Obligee and in which the Obligee is liable, to an amount not exceeding TEN THOUSAND DOLLARS AND 00/100^{ths} DOLLARS (\$ 10,000.00), the limit of the bond.

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

SOLE PROPRIETOR OR PARTNERSHIP RIDER

TEXAS AMENDATORY RIDER

TERM OF BOND:

SECTION 1 - The term of this bond begins at 12:01 A.M. standard time on OCTOBER 6, 2009 at the address of the Obligee given above and ends at 12:01 A.M. standard time on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 14, or from its cancellation or termination in its entirety in any other manner, whichever shall open first.

is engaged in services on the premises of the Subscriber or Subscribers and which is punishable under the Criminal Code in the jurisdiction within which the occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction.

LIMITS OF BOND:

SECTION 3. The most the Surety will pay for loss for any one occurrence is the applicable limit of bond shown above.

DEFINITION OF OCCURRENCE:

SECTION 6. Occurrence means all loss(es) caused by or involving one or more Employees whether the result of a single act or a series of acts without regard to the number of Subscribers involved.

DEFINITION OF EMPLOYEE:

SECTION 4. The word Employee or Employees, as used in this bond, shall be defined to mean, respectively, one or more of the natural persons (except directors or trustees, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wage and has the right to engage in the performance of such service, and who are engaged in such service within any of the States of the United States of America or within the District of Columbia, Puerto Rico, the Virgin Islands or elsewhere for a limited period, but not meaning brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

DEFINITION OF PREMISES:

SECTION 7. Premises shall mean only the interior of the Subscriber's building or structure or any part thereof for which the Subscriber is the tenant or owner and for which the Obligee is rendering a service to the Subscriber but shall not include driveways, parking spaces, or appurtenant structures for which the Obligee is not performing a service.

DEFINITION OF EMPLOYEE DISHONESTY:

SECTION 5. Employee dishonesty shall mean only the fraudulent or dishonest occurrence causing loss during the time the Employee

MERGER OR CONSOLIDATION:

SECTION 8. If any natural person shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 9. Regardless of the number of years this bond shall