



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

February 24, 2010

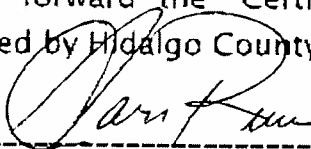
Mr. Aaron Rivera  
RGV Transport Services, LLC  
1901 Pecan  
McAllen, Texas 78501

Re: E-09-072-01-20  
Dead Body Pick-up and Transport Services-Hidalgo County

Dear Mr. Rivera

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term as provided in the specifications of the RFB. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of March 02, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Thursday, February 25, 2010 via facsimile to (956) 956-318-2629 or email to: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us), so as to meet the agenda request form deadlines.

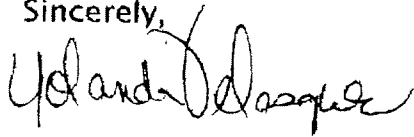
Please forward the "Certificate Of Insurances" under RGV Transport Services as required by Hidalgo County (see Exhibit C).

By: 

Date: 2/25/2010

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

A handwritten signature in black ink, appearing to read "Yolanda Velasquez". The signature is fluid and cursive, with the first name being more prominent.

Yolanda Velasquez, Buyer  
Hidalgo County Purchasing Department

cc:

department  
auditors





Company also agrees to respond to any call within thirty (30) minutes of telephone notification.

3. This Contract shall be for a period beginning March 26, 2007 and ending March 26, 2009 (the "Termination Date") unless in this Contract is earlier terminated pursuant to the provisions herein, as may from time to time be amended.

4. All vehicles operated by the Company shall contain all equipment required by the Act and the Specifications, and all person in the employ of Company who provide services, shall have all permits and/or certificates required by the Act, shall comply with all rules and regulations prescribed by the Texas Department of State Health Services or any other agency or authority having jurisdiction with regard to the operation and/or provision of this service, and with the terms of the Specifications.

5. 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.

6. 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 in the Specifications, and shall furnish to County certificates of such insurance coverage.

7. 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 this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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



12. 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.

13. 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.

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.

14. Company warrants and represents that it will, at all times during the term of this Contract, abide by the standards and requirements set forth in the Specifications.

15. Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:

1. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.
2. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County,

or any person associated therewith, as an inducement for the award of a subcontract or order.

16. Company shall not 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 or the Company 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).

17. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Suppl 1995).

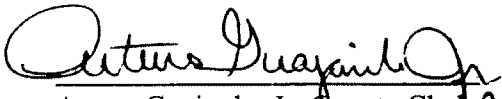
18. The term "Specifications" as used herein shall mean the specifications dated July 26, 2006 a copy of same is attached hereto as Exhibit "A" and incorporated herein for all purposes.

19. County and Company agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

COUNTY OF HIDALGO

  
Arturo Guajardo, Jr. County Clerk *AGM*

By:   
Juan D. Salinas, III, County Judge

COMPANY:

RGV Transport Services, LLC.

By: 

Approved on Commissioners' Court November 11, 2006

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: 

**EXHIBIT "A"**  
**SPECIFICATIONS**

**Exhibit "A"**  
**SPECIFICATIONS**  
**"Dead Body Pickup and Transport Services-Hidalgo County"**  
**RFB No. 2006-193-07-26-otm**

**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 facility contracted 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 bidder's insurance.
- B. Contractor must furnish all equipment required for transporting dead human bodies, i.e., body bag, gurney, cot, stretcher. Body bag will be on an "as needed basis" only.
- C. 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.
- D. The contractor shall provide his/her own telephone and pager service and numbers to the appropriate County officials.
- E. 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 bid award.
- F. 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, 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).
- G. 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).
- H. Term of this Contract is for a period of two (2) years with the County's option to extend for an additional one (1) period under the same rates, terms of condition.
- I. Hidalgo County reserves the right to extend this bid for an additional sixty (60) day Grace Period due to unforeseen delays in the procurement process and in order to avoid any lapse in service.
- J. Hidalgo County has the right to terminate this contract upon giving sixty (60) days written /notice of cancellation.
- K. Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein.

**EXHIBIT "B"**  
**FEE SCHEDULE**

# BID PAGE

## "Dead Body Pickup and Transport Services-Hidalgo County"

RFB No. 2006-193-07-26-otm

**Bid:** Bidder agrees that bid submitted herein is for the initial two (2) year term and for an additional one (1) year extension, if Hidalgo County approves to exercise that option under the same rates/fees, terms and conditions.

A. Cost for transporting one (1) body from locations within Hidalgo County to the contracted autopsy facility including body bag. \$ 175.<sup>00</sup> per body.

B. Cost for transporting one (1) body from locations within Hidalgo County to the contracted autopsy facility without a body bag. \$ 125.<sup>00</sup> per body.

C. Vehicles to be used for transport: List by Year, Make, Model and VIN

1. 1997 Chevrolet Van VIN#: 1GCDM19W2VB162243
2. 2000 Chevrolet Van VIN#: 1GCFCG25M441128941
3. \_\_\_\_\_
4. \_\_\_\_\_

PGV Transport Services, LLC  
Company Name

*Aaron Rivera*  
Authorized Signature

Aaron Rivera  
Print or Type Name

Manager  
Title

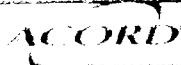
1901 Pecan  
Address

McAllen, TX. 78501  
City State Zip

(956) 739-7979 (956) 994-9449  
A/C Phone Fax

7-25-06  
Date

**EXHIBIT "C"**  
**INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

9/30/2009

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

- A
- B
- C
- D
- E

**Insured:**  
 Advanced Risk Solutions  
 1000 Lakeland Suite 400  
 Houston, TX 77057

**Insured:**  
 Employee's Resource Management, Inc.  
 1001 Riviera Funeral Home  
 1001 Houston  
 Houston, TX 77001

**COVERAGES:**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN. THIS CERTIFICATE IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. ALL POLICY LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASSIFICATION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/YYYY	POLICY EXPIRATION DATE MM/YYYY	LIMITS	
GENERAL LIABILITY	General Liability	Not Applicable			PER OCCURRENCE	\$XXXXXXXX
	Product				FIRE DAMAGE (Any one claim)	\$XXXXXXXX
	Completed Operations				THEFT (Any one claim)	\$XXXXXXXX
	Contractors				PERSONAL & ADJ. INJURY	\$XXXXXXXX
	Professional Services				GENERAL AGGREGATE	\$XXXXXXXX
AUTOMOBILE LIABILITY	Automobile Liability	Not Applicable			PER OCCURRENCE	\$XXXXXXXX
	Auto				PER YEAR	\$XXXXXXXX
	Auto				PER YEAR	\$XXXXXXXX
	Auto				PER YEAR	\$XXXXXXXX
	Auto				PER YEAR	\$XXXXXXXX
GARAGE LIABILITY	Garage Liability	Not Applicable			PER OCCURRENCE	\$XXXXXXXX
	Auto				PER YEAR	\$XXXXXXXX
	Auto				PER YEAR	\$XXXXXXXX
ACCESS LIABILITY	Access Liability	Not Applicable			PER OCCURRENCE	\$XXXXXXXX
	Auto				AGGREGATE	\$XXXXXXXX
	Auto					\$XXXXXXXX
	Auto					\$XXXXXXXX
WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	Workers' Compensation & Employers' Liability	Not Applicable			STATUTORY LIMIT	FLUOR
	Auto				PER EACH ACCIDENT	\$ 1,000,000
	Auto				PER DISEASE - PER EMPLOYEE	\$ 1,000,000
	Auto				PER DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**  
 THIS CERTIFICATE CONFERS NO ADDITIONAL INSURED RIGHTS UPON THE CERTIFICATE HOLDER.  
 Insureds are employees of Riviera Funeral Home, 1001 Houston, Houston, TX 77001  
 contract employees of Riviera Funeral Home.

**CERTIFICATE HOLDER:**  
 Advanced Risk Solutions  
 1000 Lakeland Suite 400  
 Houston, TX 77057

**CANCELLATION:**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 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:  
 Robert M. Gagne

# Commercial Certificate of Insurance



**FARMERS**

Agency  
 Name • Hector Ibarra  
 & • 1802 S Expy 281  
 • Edinburg, TX 78542  
 Address • 956-821-7219

Issue Date (MM/DD/YY) 08/07/2009

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 shown below.

St. 19 Dist. 42 Agent 34H

### Companies Providing Coverage:

Insured  
 Name • DBA: RGV TRANSPORT  
 & • 1901 PECAN  
 • MCALLEN, TX 78501  
 Address •

- Company A Truck Insurance Exchange  
Letter
- Company B Farmers Insurance Exchange  
Letter
- Company C Mid-Century Insurance Company  
Letter
- Company D Texas County Mutual  
Letter

### Coverages

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.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
	General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate \$ Personal & Advertising Injury Each Occurrence \$ Fire Damage (Any one fire) \$ Medical Expense (Any one person) \$
D	Automobile Liability All Owned Commercial Autos x Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	604756715	08/07/2009	08/07/2010	Combined Single Limit \$ 1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage \$ 1,000,000 Garage Aggregate \$
	Umbrella Liability				Limit \$
	Workers' Compensation and Employers' Liability				Statutory Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

Description of Operations/Vehicles/Restrictions/Special items:  
 Location(s)  
 Endorsement - (IF APPLICABLE, WILL BE DELIVERED WITH POLICY).

### Certificate Holder

Name •  
 & •  
 Address •

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 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

## TEXAS LIABILITY INSURANCE CARD

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



Policy Number: 604756715  
Effective Date: 08/07/2009  
Expiration Date: 08/07/2010  
VIN: 1GCDM19W2TB194008

Year: 1996 Make: CHEVROLET Model: ASTRO VAN

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: 956-821-7219

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: RCV TRANSPORT  
1901 PECAN  
MCALLEN, TX 78501



Policy Number: 604756715

Effective Date: 08/07/2009

Expiration Date: 08/07/2010

Year: 1993 Make: CHEVROLET Model: K1500 SUBURBAN

VIN: 1GNFK18K0P1306419

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: 956-821-7219

25-7700 1-08

A7700201

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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

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- 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.

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## TEXAS LIABILITY INSURANCE CARD

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



Policy Number: 604756715  
Effective Date: 08/07/2009  
Expiration Date: 08/07/2010  
VIN 3GNFK16R7XG183409

Year: 1999 Make: CHEVROLET Model: 1500 SUBURBAN

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: 956-821-7219

25-7700 1-08

4770201

### Texas Liability Insurance Card Keep This Card

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25-7700 1-08

### Tarjeta de Seguro de Responsabilidad de Texas Guarde esta tarjeta.

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## TEXAS LIABILITY INSURANCE CARD

Commercial Policy

DBA: RGW TRANSPORT  
1901 PECAN  
MCALLEN, TX 78501



Policy Number: 604756715

Effective Date: 08/07/2009

Expiration Date: 08/07/2010

Year: 1997 Make: CHEVROLET Model: ASTRO VAN

VIN: 1GCDM19W2VB162273

Texas County Mutual

1-800-225-0011

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Agent Name: Hector Ibarra

Phone No: 956-821-7219

25-7700 1-08

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25-7700 1-08

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## TEXAS LIABILITY INSURANCE CARD

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



Policy Number: 604756715  
Effective Date: 08/07/2009  
Expiration Date: 08/07/2010  
VIN: YV4CY982271334808

Year: 2007 Make: VOLVO Model: XC90 3.2 FWD

Texas County Mutual

1-800-225-0011

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Agent Name: Hector Ibarra  
Phone No: 956-821-7219

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- 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).