

**From:** [Roy Cazares](#)  
**To:** "[Sandra Montalvo](#)"  
**Subject:** RE: REQUEST FOR SPECIFICATIONS FOR TRANSPORT SERVICES  
**Date:** Tuesday, July 03, 2012 10:48:51 AM

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2-1100-421-00-080-003-0-344

*Roy Cazares*  
*Human Resources Coordinator*  
**Hidalgo County District Attorney's Office**  
**100 N. Closner, Room 303**  
**Edinburg, TX 78539**  
**(956) 318-2300 Ext. 758**  
**Fax (956) 318-2078**

*[roy.cazares@da.co.hidalgo.tx.us](mailto:roy.cazares@da.co.hidalgo.tx.us)*

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**From:** Sandra Montalvo [mailto:[sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us)]  
**Sent:** Tuesday, July 03, 2012 10:22 AM  
**To:** [roy.cazares@da.co.hidalgo.tx.us](mailto:roy.cazares@da.co.hidalgo.tx.us); [roxana.segovia@da.co.hidalgo.tx.us](mailto:roxana.segovia@da.co.hidalgo.tx.us)  
**Subject:** FW: REQUEST FOR SPECIFICATIONS FOR TRANSPORT SERVICES  
**Importance:** High

What account number do you utilize for the project?

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**From:** Evangelina Garcia [mailto:[evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)]  
**Sent:** Monday, July 02, 2012 9:50 AM  
**To:** 'Sandra Montalvo'  
**Cc:** [roy.cazares@da.co.hidalgo.tx.us](mailto:roy.cazares@da.co.hidalgo.tx.us); 'Olga Montero'; 'Martha Salazar'  
**Subject:** FW: REQUEST FOR SPECIFICATIONS FOR TRANSPORT SERVICES

**Good Morning Sandra:**

**As per Roy's request, please forward the draft specifications to Olga for Dr. Farley's review.**

**Thanks**

*Vangie Y. Garcia, Contract's Manager*  
*2802 S. Business Hwy. 281*  
*New Administration Building*  
*Edinburg, Texas 78539*  
*(956) 292-7000-Extension 4856*  
*email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)*

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**From:** Roy Cazares [mailto:[roy.cazares@da.co.hidalgo.tx.us](mailto:roy.cazares@da.co.hidalgo.tx.us)]  
**Sent:** Monday, July 02, 2012 9:02 AM  
**To:** 'Evangelina Garcia'  
**Subject:** FW: REQUEST FOR SPECIFICATIONS FOR TRANSPORT SERVICES

Vangie,

Please forward specs to Olga.

*Roy Cazares*  
*Human Resources Coordinator*  
**Hidalgo County District Attorney's Office**  
**100 N. Closner, Room 303**  
**Edinburg, TX 78539**  
**(956) 318-2300 Ext. 758**  
**Fax (956) 318-2078**

*roy.cazares@da.co.hidalgo.tx.us*

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**From:** Olga Montero [mailto:omontero@rgv.rr.com]  
**Sent:** Friday, June 29, 2012 2:46 PM  
**To:** roy.cazares@da.co.hidalgo.tx.us  
**Cc:** roxana.segovia@da.co.hidalgo.tx.us  
**Subject:** REQUEST FOR SPECIFICATIONS FOR TRANSPORT SERVICES

Roy,

I understand that you and Vangie reviewed specs in regards to contract for "Transport Service for Dead Bodies".

Dr. Farley sometime back discussed with you some concerns in regards to this contract. She would like to go over the specifications. Can you send me the copy of the specifications? Vangie said to contact you in reference to this.

Thank you

***Olga Montero,***  
***Office Manager & Investigator***  
Valley Forensics, PLLC  
3100-B S. Business Hwy 281  
Edinburg, Tx 78539  
Office Ph:(956)292-7014  
Toll Free Fax: 1-866-682-0360

***"My soul proclaims the greatness of the Lord, my spirit rejoices in God my Savior. The Mighty One has done great things for me, and Holy is his name." -Luke 1:46, 49***

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**EXHIBIT "A"**  
**Specifications/Requirements**  
**Hidalgo County**  
**"Dead Body Pickup and Transport Services"**  
**RFB No. 2012-130-00-00-SMA**

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**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 Morgue 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 bidder's insurance.
- b) **A listing of all drivers will be required to be submitted upon award of contract. Drivers will also be required to read and write the English language.** 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. **If a driver is found to have a criminal history, an evaluation and determination will be made as to whether or not the County will allow the individual to participate.**
- c) Transportation of decedent from place of death to the Hidalgo County morgue facility. This includes bodies for autopsy, toxicology only, inquest only and holds only cases. All are to be transported directly to the morgue facility with all paper work.
- d) From 6:00 PM to 8:00 AM M-F, on weekends and government holidays, the transport service will log the decedent into the facility, place the decedent in cooler and fax the investigative information sheet, other paperwork and the Justice of the Peace order for autopsy to the contracted forensic pathology service. An investigative information sheet will be filled out by the investigating officer at the scene and transported with the body to the morgue facility.
- e) **Vendor must furnish all equipment and materials required for transporting dead human bodies, i.e., body bag, plastic rip lock seal for bag, gurney, flat white sheet, body identification tag or bracelet and any other materials required in transporting of a body by the vendor. Body bag will be provided by Hidalgo County and used on each body transported to the County morgue facility. Vendor must provide a listing of available funeral homes in the area to any family member (if available) of decedent.**
- f) The successful vendor will be on call twenty-four (24) hours daily, seven (7) days a week, three hundred sixty-five (365) days a year, and will be available to respond within thirty (30) minutes of telephone notification. Decedents are to be directly transported to the morgue facility.
- g) The vendor shall provide telephone and pager service and numbers to the appropriate County officials. Any change in telephone numbers, Vendor should immediately notify **the following departments; District Attorney's Office, Purchasing Department, All Law Enforcement Agencies, Hospitals, County Morgue Facility and Contract Forensic Pathologist.**
- h) Vendor 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.

- i) 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 Vendor 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).
- j) Vendor 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).
- k) The awarded vendor will be required to be prepared if a "Mass Casualty" incident occurs. Vendor must immediately contact Hidalgo County Emergency Management at 956-289-6549, upon a mass casualty incident. Vendor is required to have appropriate personnel and vehicles to respond to mass casualty events and/or occurrences.

#### **TERMS AND CONDITIONS:**

- 1) 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.
- 2) 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.
- 3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 4) Hidalgo County has the right to terminate this contract upon giving sixty (60) days written notice of cancellation.
- 5) Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein.

#### **ADDITIONAL INFORMATION:**

- 1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes ) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
- 2) 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, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.
- 3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) no later than Wednesday, 5:00 p.m., month, date, 2012. Responses to said inquiries will be sent to all applicants via facsimile **and or email** no later than **5:00 p.m., Friday, month date , 2012.**

**Bid No: 2012-130-00-00-SMA**

**Buyer: Sandra Montalvo**

**Tel. No: (956) 318-2626 Ext. 4865**

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

*“Dead Body Pickup and Transport Services”*

**BID OPENING DATE: 2012 @ 9:30 a.m.**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical Address: 2802 S. Business Hwy. 281 -New Administration Building

Mailing/Postal Address: 2812 S. Business Hwy. 281

Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for *“Hidalgo County-Dead Body Pickup and Transport Services”* in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidder's name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: *Bid-2012-130-00-00-SMA-Hidalgo County-Dead Body Pickup and Transport Services”* and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, *on or before 9:30 A.M., Wednesday, \_\_\_\_\_, 2012.*

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO *RFB No.2012-130-00-00-SMA-“Hidalgo County-Dead Body Pickup and Transport Services”***

Hidalgo 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 Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of

equipment, bidders are required to include illustrations, specifications, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

**16. BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number and Contract Number (if any)
  - d) Notation- "Hidalgo County-Dead Body Pickup and Transport Services"  
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Elizabeth Cano, Accounts Payable Supervisor  
 Hidalgo County Auditor's Office  
 2808 S. Business Hwy 281  
 Edinburg, Tx 78539  
 (956) 318-2511

**17. SCHEDULE OF EVENTS**

|                                   |             |
|-----------------------------------|-------------|
| Bid Opening, 9:30 AM              | _____, 2012 |
| Award of Contract                 | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

**18. ~~Bid Or Performance Bond And Debarment Certification; Payment Under Contract:~~**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

**19. ETHICAL STANDARDS:**

- 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 the County, or for any elected official, department head or employee or former elected official, department head or employee of the 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 advice, 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 therefore pending before any department or agency of the County.
- 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**20. DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

- 21.** If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. 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 by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

- 28.** Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 29.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
- 30.** The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**DRAFT**

Bid  
for  
**HIDALGO COUNTY**  
*“Dead Body Pickup and Transport Services”*

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical address: 2802 S. Business Hwy. 281-New Administration Building  
Mailing address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**From:** [Evangelina Garcia](mailto:Evangelina.Garcia@co.hidalgo.tx.us)  
**To:** ["Sandra Montalvo"](mailto:Sandra.Montalvo@co.hidalgo.tx.us)  
**Subject:** FW: Draft Specifications/Contract  
**Date:** Thursday, July 19, 2012 5:26:29 PM  
**Attachments:** [04. Exh. A-Specificaitons-revised by Roy 06-28-12.doc](#)  
[DRAFT CONTRACT-Dead Body Pickup and Transport Services.pdf](#)  
[Contract \(32.1 KB\).msg](#)

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**Sandra:**

**Attached is the draft contract reviewed, revised and approved as to form by legal pursuant to the clarifications Ms. Josie is asking on the term and on the bags. Roy has clarified the bags to be provided by the vendor and the term to remain the same which is for the two year term with one year renewal. You may proceed with your agenda.**

**Please let me know if you need anything else.**

**Thank you**

***Vangie Y. Garcia, Contract's Manager***  
***2802 S. Business Hwy. 281***  
***New Administration Building***  
***Edinburg, Texas 78539***  
***(956) 292-7000-Extension 4856***  
***email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)***

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**From:** Evangelina Garcia [mailto:[evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)]  
**Sent:** Thursday, July 19, 2012 5:03 PM  
**To:** 'roy.cazares@da.co.hidalgo.tx.us'  
**Subject:** RE: Draft Specifications/Contract

Ok, thank you.

***Vangie Y. Garcia, Contract's Manager***  
***2802 S. Business Hwy. 281***  
***New Administration Building***  
***Edinburg, Texas 78539***  
***(956) 292-7000-Extension 4856***  
***email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)***

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**From:** Roy Cazares [mailto:[roy.cazares@da.co.hidalgo.tx.us](mailto:roy.cazares@da.co.hidalgo.tx.us)]  
**Sent:** Thursday, July 19, 2012 4:56 PM  
**To:** 'Evangelina Garcia'  
**Subject:** RE: Draft Specifications/Contract

The same as it is currently.

*Roy Cazares*

*Human Resources Coordinator*  
**Hidalgo County District Attorney's Office**  
**100 N. Closner, Room 303**  
**Edinburg, TX 78539**  
**(956) 318-2300 Ext. 758**  
**Fax (956) 318-2078**

*[roy.cazares@da.co.hidalgo.tx.us](mailto:roy.cazares@da.co.hidalgo.tx.us)*

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**From:** Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]  
**Sent:** Thursday, July 19, 2012 4:49 PM  
**To:** [roy.cazares@da.co.hidalgo.tx.us](mailto:roy.cazares@da.co.hidalgo.tx.us)  
**Subject:** RE: Draft Specifications/Contract

What about the term? Do you want the term for one year with one year renewal or two year term with one year renewal.

Right now the current term is for one year with one year renewal.

Vangie Y. Garcia, Contract's Manager  
2802 S. Business Hwy. 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 292-7000-Extension 4856  
email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)

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**From:** Roy Cazares [<mailto:roy.cazares@da.co.hidalgo.tx.us>]  
**Sent:** Thursday, July 19, 2012 4:20 PM  
**To:** 'Evangelina Garcia'  
**Subject:** RE: Draft Specifications/Contract

Vendor will provide bags.

*Roy Cazares*  
*Human Resources Coordinator*  
**Hidalgo County District Attorney's Office**  
**100 N. Closner, Room 303**  
**Edinburg, TX 78539**  
**(956) 318-2300 Ext. 758**  
**Fax (956) 318-2078**

*[roy.cazares@da.co.hidalgo.tx.us](mailto:roy.cazares@da.co.hidalgo.tx.us)*

---

**From:** Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]  
**Sent:** Thursday, July 19, 2012 4:08 PM  
**To:** [roy.cazares@da.co.hidalgo.tx.us](mailto:roy.cazares@da.co.hidalgo.tx.us)  
**Cc:** [josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us); 'Martha Salazar'; 'Sandra Montalvo'; [norma.silva@da.co.hidalgo.tx.us](mailto:norma.silva@da.co.hidalgo.tx.us); [michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us)

**Subject:** FW: Draft Specifications/Contract

**Roy:**

**Please clarify on the body bags and on the term.**

**Thanks**

Vangie Y. Garcia, Contract's Manager  
2802 S. Business Hwy. 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 292-7000-Extension 4856  
email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)

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**From:** Josephine L. Ramirez [<mailto:josephine.ramirez@da.co.hidalgo.tx.us>]  
**Sent:** Thursday, July 19, 2012 2:57 PM  
**To:** 'Josephine L. Ramirez'; 'Martha Salazar'; [roy.cazares@da.co.hidalgo.tx.us](mailto:roy.cazares@da.co.hidalgo.tx.us)  
**Cc:** 'Evangelina Garcia'; 'Sandra Montalvo'; [norma.silva@da.co.hidalgo.tx.us](mailto:norma.silva@da.co.hidalgo.tx.us);  
[michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us)  
**Subject:** RE: Draft Specifications/Contract

Sorry,  
Here are the attachments.

Josephine Ramirez Solis  
*Assistant Criminal District Attorney*  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

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**From:** Josephine L. Ramirez [<mailto:josephine.ramirez@da.co.hidalgo.tx.us>]  
**Sent:** Thursday, July 19, 2012 2:57 PM  
**To:** 'Martha Salazar'; 'roy.cazares@da.co.hidalgo.tx.us'  
**Cc:** 'Evangelina Garcia'; 'Sandra Montalvo'; 'norma.silva@da.co.hidalgo.tx.us';

'michael.garza@da.co.hidalgo.tx.us'  
**Subject:** RE: Draft Specifications/Contract

Marty/Vangie

I reviewed the attached draft contract and specifications for the dead body transport. I am attaching a revised draft contract and specifications; I made a few very minor changes. Please note that the contract says the term is one year and the specs say two years. Also, I have highlighted paragraph (e) of the specs because it requires the Vendor to provide all materials necessary (i.e. body bag) but then says County will provide the body bag. That just needs to be clarified.

Otherwise, I approve as to the form of the agreement.

Josephine Ramirez Solis  
*Assistant Criminal District Attorney*  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
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\*\*\*\*\*

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**From:** Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]  
**Sent:** Wednesday, July 18, 2012 4:56 PM  
**To:** [josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us); [roy.cazares@da.co.hidalgo.tx.us](mailto:roy.cazares@da.co.hidalgo.tx.us)  
**Cc:** 'Evangelina Garcia'; 'Sandra Montalvo'; [norma.silva@da.co.hidalgo.tx.us](mailto:norma.silva@da.co.hidalgo.tx.us)  
**Subject:** FW: Draft Specifications/Contract  
**Importance:** High

Ms. Josephine:  
Any progress on our request for review and comment as to form?  
Marty

---

**From:** Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]  
**Sent:** Wednesday, July 18, 2012 4:52 PM  
**To:** 'Martha Salazar'  
**Subject:** FW: Draft Specifications/Contract

**Importance:** High

Marty:

Have you received response from Ms. Josie on this. Following up since the buyer (Sandra) is needing to know so as to proceed ahead.

Thanks

Vangie Y. Garcia, Contract's Manager  
2802 S. Business Hwy. 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 292-7000-Extension 4856  
email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)

---

**From:** Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]  
**Sent:** Wednesday, July 11, 2012 5:08 PM  
**To:** [josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us); [roy.cazares@da.co.hidalgo.tx.us](mailto:roy.cazares@da.co.hidalgo.tx.us)  
**Cc:** 'Evangelina Garcia'; 'Sandra Montalvo'; [norma.silva@da.co.hidalgo.tx.us](mailto:norma.silva@da.co.hidalgo.tx.us)  
**Subject:** FW: Draft Specifications/Contract  
**Importance:** High

Ms. Josephine:

Could you please review and comment as to form the draft contract document attached above. We have also attached Exhibit "A"-Specifications to assist you, if necessary.

Thanks,  
Marty

---

**From:** Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]  
**Sent:** Wednesday, July 11, 2012 11:28 AM  
**To:** 'Martha Salazar'  
**Subject:** Draft Specifications/Contract

**Good Morning Marty:**

**Attached for legal's review as to form of draft contract are the draft specifications/contract. Need legal's input so as to allow the buyer to proceed ahead with procurement process.**

**I believe you were going to send this to Josie since this project is overseen by the District Attorney's Office including the funding.**

**Thank you**

***Vangie Y. Garcia, Contract's Manager  
2802 S. Business Hwy. 281  
New Administration Building  
Edinburg, Texas 78539***

*(956) 292-7000-Extension 4856*  
*email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)*

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT**  
**C-**

THIS CONTRACT is made and entered into this \_\_\_\_\_ Day of, \_\_\_\_\_ 2012 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_ ("Company").

WHEREAS, Company responded to advertised notices for bids for **“Dead Body Pickup and Transport Services”**, as more particularly described in Exhibit “A” (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" ("Vendor's Bid") respectively, and incorporated herein for all purposes (as the "RFB Packet"); 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 to locations at **Hidalgo County**. 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 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. This Contract shall be for a period of two years effective \_\_\_\_\_, **2012** and ending on \_\_\_\_\_, **2014**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, 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. **INDEMNIFICATION: 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  
1615 South Closner, Suite J  
Edinburg, Texas 78539**

If to Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. 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 with sixty (60) day's written notice prior to cancellation.

15. The contract may be terminated without cause upon sixty (60) days written notice by County.

16. 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.

17. 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.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds 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 reasonable 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Hidalgo County Criminal District Attorney

By: \_\_\_\_\_  
Josephine Ramirez Solis  
Assistant District Attorney

APPROVED BY COMMISSIONES COURT: \_\_\_\_\_

DRAFT

**EXHIBIT "A"**  
**REQUEST FOR BIDS (RFB)**  
**PROCUREMENT PACKET**

**DRAFT**

**EXHIBIT "B"**  
**VENDOR'S BID**

**DRAFT**

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

**DRAFT**

(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

\*\*\*\*\*

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\*\*\*\*\*

---

**From:** Josephine L. Ramirez [<mailto:josephine.ramirez@da.co.hidalgo.tx.us>]  
**Sent:** Thursday, July 19, 2012 2:57 PM  
**To:** 'Martha Salazar'; 'roy.cazares@da.co.hidalgo.tx.us'  
**Cc:** 'Evangelina Garcia'; 'Sandra Montalvo'; 'norma.silva@da.co.hidalgo.tx.us'; 'michael.garza@da.co.hidalgo.tx.us'  
**Subject:** RE: Draft Specifications/Contract

Marty/Vangie

I reviewed the attached draft contract and specifications for the dead body transport. I am attaching a revised draft contract and specifications; I made a few very minor changes. Please note that the contract says the term is one year and the specs say two years. Also, I have highlighted paragraph (e) of the specs because it requires the Vendor to provide all materials necessary (i.e. body bag) but then says County will provide the body bag. That just needs to be clarified.

Otherwise, I approve as to the form of the agreement.

Josephine Ramirez Solis  
*Assistant Criminal District Attorney*  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
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