



2802 S. Bus Hwy 281  
Edinburg, Texas 78539  
Phone (956) 318-2626  
Fax (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

September 29, 2017

Ms. Catalina Lopez dba Elite Transport  
7608 N 21<sup>st</sup> Street  
McAllen, Texas 78504

via email: [cattyr819@yahoo.com](mailto:cattyr819@yahoo.com)  
& [elite.transport10@yahoo.com](mailto:elite.transport10@yahoo.com)  
new term: 12-13-17 to 12-12-18

**Re: HB Form 1295 Required/Renewal/Extension Notice**

**Extension# E-17-265-Dead Body Pickup and Transport Services (Expiring Contract# C-15-281-10-27)**

Dear Ms Lopez,

Be advised, that in order to proceed with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with **Catalina Lopez dba Elite Transport** for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County when the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-17-265**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via email to: [yvette.salinas@co.hidalgo.tx.us](mailto:yvette.salinas@co.hidalgo.tx.us) **by no later than Thursday, October 05, 2017**. Hidalgo County cannot proceed with a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [yvette.salinas@co.hidalgo.tx.us](mailto:yvette.salinas@co.hidalgo.tx.us) by no later than date reflected above.

By:

Ms. Catalina Lopez

Date:

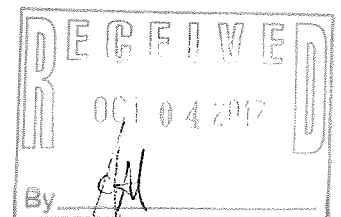
10-04-17

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

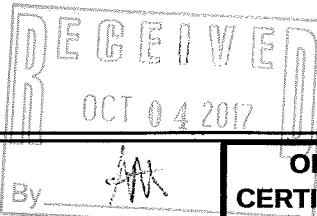
Sincerely,

*Yvette Salinas*

Yvette Salinas, Contract Manager  
Hidalgo County Purchasing



**CERTIFICATE OF INTERESTED PARTIES**



**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Elite Transportation  
 McAllen, TX United States

**Certificate Number:**  
 2017-268458

**Date Filed:**  
 10/04/2017

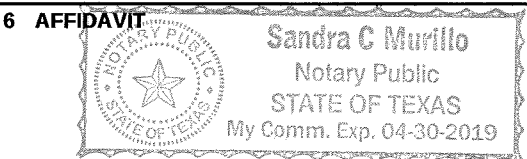
**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 County of Hidalgo

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 E-17-265  
 Human remains transportation to Hidalgo County morgue

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*[Handwritten Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Catalina Gonzalez Lopez, this the 4<sup>TH</sup> day of October, 2017, to certify which, witness my hand and seal of office.

Gonzalez  
 Signature of officer administering oath

Sandra C. Murillo  
 Printed name of officer administering oath

Banking Center Mgr.  
 Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Elite Transportation  
 McAllen, TX United States

**Certificate Number:**  
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**Date Filed:**  
 10/04/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 County of Hidalgo

**Date Acknowledged:**  
 10/04/2017

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 E-17-265  
 Human remains transportation to Hidalgo County morgue

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

CAMERON INVESTMENT  
 121 W PECAN BLVD  
 MCALLEN, TX 78501  
 1-956-682-2841

**Policy number: 03981324-0**

Underwritten by:  
 PROGRESSIVE COUNTY MUTUAL INS CO  
 November 15, 2016  
 Page 1 of 2

## Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured HIDALGO CO PURCHASI 2812 E BUS HWY EDINBURG, TX 785390000	CATALANIA LOPEZ JUAN LOPEZ ELITE TRANSPORTATION 7608 N 21ST ST MCALLEN, TX 78501	CAMERON INVESTMENT 121 W PECAN BLVD MCALLEN, TX 78501

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Nov 14, 2016	Policy Expiration Date: Nov 14, 2017
Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$500,000 COMBINED SINGLE LIMIT
UNINSURED/UNDERINSURED MOTORIST	\$500,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST PROPERTY DAMAGE	\$500,000 COMBINED SINGLE LIMIT W/\$250 DED

### Description of Location/Vehicles/Special Items

Scheduled autos only	
2000 CHEVROLET SUBURBAN C1500/ 3GNFK16T5YG101433	
PERSONAL INJURY PROTECTION	\$5,000
COMPREHENSIVE	\$250 DED
COLLISION	\$250 DED
ROADSIDE ASSISTANCE	SELECTED
2000 FORD EXCURSION 1FMNU40S2YEA13779	
PERSONAL INJURY PROTECTION	\$5,000
COMPREHENSIVE	\$250 DED
COLLISION	\$250 DED
ROADSIDE ASSISTANCE	SELECTED


**Policy number: 03981324-0**

Page 2 of 2

**Certificate number**

32016NET324

**Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.**

A handwritten signature in black ink, appearing to be "K. P. M." with a stylized flourish at the end.

Form 5241 (10/02)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2016

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC		<b>956-682-2841</b>	<b>CONTACT NAME:</b> Jannet Castaneda <b>PHONE (A/C, No, Ext):</b> 956-682-2841 <b>FAX (A/C, No):</b> 956-630-4015 <b>E-MAIL ADDRESS:</b> jcastaneda@swkins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A :</b> Texas Mutual Insurance Co.		<b>22945</b>
<b>INSURED</b> Elite Transportation Catalina Lopez dba 7608 N 21st St McAllen, TX 78504		<b>INSURER B :</b>		
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			<b>SBP0001244681</b>	<b>11/20/2016</b>	<b>11/20/2017</b>	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

<b>HIDCOED</b>  <b>Hidalgo County</b> <b>Purchasing Department</b> <b>2812 So. Bus Hwy 281</b> <b>Edinburg, TX 78539</b>	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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2016

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

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

<b>PRODUCER</b> SHEPARD, WALTON, KING INS GRP; CAMERON INVEST CO 121 W PECAN BLVD  McALLEN TX 78501-955		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : HALLMARK SPECIALTY INSURANCE COMPANY</b>	
		<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	
<b>INSURED</b> CATALINA LOPEZ DBA ELITE TRANSPORTATION 7608 N 21ST  McAllen TX 78504		<b>NAIC #</b> 26808	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

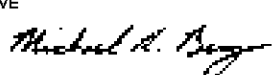
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			G42406986-04	11/14/2016	11/14/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG	\$ Not Applicable	
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB							\$	
	DED						EACH OCCURRENCE	\$	
	RETENTION \$						AGGREGATE	\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE COMMERCIAL GENERAL LIABILITY POLICY INCLUDES HS 33 95 05 12 TEXAS ADDITIONAL INSURED-SCHEDULED PERSON OR ORGANIZATION IN FAVOR OF THE CERTIFICATE HOLDER

**CERTIFICATE HOLDER****CANCELLATION**

HIDALGO COUNTY PURCHASING DEPARTMENT 2812 SO BUS HWY 281 Edinburg TX 78539	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name of Person or Organization:

HIDALGO COUNTY  
PURCHASING DEPARTMENT  
2812 SO BUS HWY 281  
EDINBURG, TX 78539

**A. Section II – Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at any location.

However, if you have entered into a construction contract subject to Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code with the additional insured shown in the Schedule, the insurance afforded to such person(s) or organization(s) only applies to the extent permitted by Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of “your work” or “your product” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**ALL PREMIUMS FOR THIS ENDORSEMENT ARE FULLY EARNED.**

Zimbra

yvette.salinas@co.hidalgo.tx.us

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**Fw: Fwd: 16/17 Renewal Certificates of Insurance for Elite Transportation**

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**From :** Catty Rivera <cattyr819@yahoo.com>

Fri, Sep 29, 2017 02:06 PM

**Subject :** Fw: Fwd: 16/17 Renewal Certificates of Insurance for Elite Transportation

3 attachments

**To :** Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>**Reply To :** Catty Rivera <cattyr819@yahoo.com>

This is the info that has been requested before. Let me know if you received it.

Thank You,  
Catty Lopez  
Elite Transportation Services

If you can shape it in your mind, you will find it in your life...

On Tuesday, November 15, 2016 6:19 PM, Catty <cattyr819@yahoo.com> wrote:

**Catty Lopez**  
Elite Transportation

Begin forwarded message:

**From:** Christy Sanchez <[csanchez@swkins.com](mailto:csanchez@swkins.com)>  
**Date:** November 15, 2016 at 10:41:09 AM CST  
**To:** "'[evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)'" <[evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)>  
**Cc:** 'Catty' <[cattyr819@yahoo.com](mailto:cattyr819@yahoo.com)>  
**Subject:** **16/17 Renewal Certificates of Insurance for Elite Transportation**

Good morning Ms. Garcia,

My name is Christy D. Sanchez, and I work within the Customer Care Department here at Shepard Walton King Insurance Group. Attached please find the 16/17 Renewal Certificates of Insurance for Elite Transportation.


Should you require additional information or assistance, please do not hesitate to contact our office. Thank you.

Sincerely,


**Christy D. Sanchez**  
Customer Care Department

**Shepard Walton King Insurance Group** 121 Pecan Blvd McAllen, TX 78501  
office: (956) 682-2841 | fax: (956) 630-4015 | direct: (956) 630-4070 | email: [csanchez@swkins.com](mailto:csanchez@swkins.com)

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 **IR110000.pdf**  
71 KB

 **ELITE.pdf**  
49 KB

 **ELITE-499991.pdf**  
19 KB

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**SPECIAL MEETING - October 4, 2016**

**BE IT REMEMBERED, that on this 4th day of October A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**



**AGENDA**  
**CC REGULAR**  
**HIDALGO COUNTY**  
**COMMISSIONERS COURT MEETING**  
**October 4, 2016**  
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**1. Roll Call**

All members of the court were in attendance.

**2. Pledge of Allegiance**

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

**3. Prayer**

Mr. Domingo Villarreal led the courtroom in Prayer.

**4. Approval of Consent Agenda**

The court approved the consent agenda with the exception of Items.2.R., 10.A.1., and 10.E. to be pulled for discussion.

**5. County Judge's Office:**

**A. AI-56595 Proclamation Declaring October 2016 as Manufacturing Month in Hidalgo County.**

Commissioners Court declared the month of October as Manufacturing Month in Hidalgo County.

Present to receive the proclamation, Mike Willis, Executive Director of the South Texas Manufactures Association, Cindy Garza, Pharr Economic Development Corporation, PSJA Superintendent Dr. Michael King, Executive Director Gus Garcia with the Edinburg EDC, Keith Patridge with the McAllen EDC and EDC Board Member Mario Lizcano.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

**Vote: 5 - 0 - Unanimously**

1. **AI-56258** Acceptance and approval to enter into Business Associate Agreement between Hidalgo County Health and Human Services-WIC Program and South Texas College in connection with Affiliation and Program Agreement for Clinical Experience.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**G. District Attorney**

1. **AI-56367** Approval of Second Amendment to contract #C-15-281-10-27 with Elite Transportation of "Amended Exhibits "B1-Bid Page" to the contract for the provision of the Dead Body Pickup and Transport Services.

Commissioner Cantu joined the meeting.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

**H. Co. Wide**

1. **AI-56518** Requesting authority to purchase Accessories, Equipment and supplies for our 2016 Vehicle Replacement Program Vehicles thru the following requisitions to include but not limited to availability and market price fluctuation. .

Department	Requisition #	Vendor	Amount
Fire Marshal's	305924	Fleet Safety	\$3,756.53
Emergency Management	306439	Fleet Safety	\$4,226.46
Constable Pct. 1	306031	Fleet Safety	\$47,977.78
Constable Pct. 2	305746	Fleet Safety	\$36,543.03
Constable Pct. 3		Fleet Safety	\$15,995.84
	304698	Enforcement	\$4,820.00
	305547	Video	\$9,640.00
	304691	Enforcement	\$3,102.84
	Pending	Video	\$1,551.42
	Pending	Kustom Signals	\$9,758.17
	Pending	Kustom Signals	
		Fleet Safety	

STATE OF TEXAS  
COUNTY OF HIDALGO

§  
§  
§

FILED  
AT 4:00 O'CLOCK P.M.  
OCT 11 2016  
FURD GUAJANDO, J., COUNTY CLERK  
HIDALGO COUNTY, TEXAS

**SECOND AMENDMENT TO CONTRACT**  
**#C-15-281-10-27**

This **SECOND AMENDMENT** to the **CONTRACT** is made this **4<sup>th</sup> day of October 2016** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **CATALINA LOPEZ, DBA, ELITE TRANSPORTATION** (the "CONSULTANT").

**WHEREAS**, County and Company entered into a Contract on October 27, 2015 (the "CONTRACT") in which the Company agreed to provide the dead body pickup and transport services as described in the Contract; and

**WHEREAS**, the County and Company now desire to amend the Contract as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following second amendment to the Contract:

1. Exhibit "A" - SPECIFICATIONS: 4) is hereby modified as follows:

"From 6:00 PM to 8:00 AM M-F, on weekends and government holidays, the transport service will log the decedent in the morgue facility, place the decedent in a cooler and thereafter deliver the investigative sheet, other paperwork and the Justice of the Peace Order for Autopsy to the County contracted forensic pathologist. An investigative information sheet will be filled out by the investigating officer at the scene and transported with the body to the morgue facility."

2. Exhibit "B1"-Bid Page - "Cost for transporting within Hidalgo County to the Hidalgo County Morgue Facility", is modified as attached hereto;
3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Company ratifies and confirms the terms and provisions of the Contract as amended herein.

**WINESSS THE HANDS OF THE PARTIES** and effective as of the day and year first written above.


**COUNTY OF HIDALGO**

*Ramon Garcia*  
Ramon Garcia, Hidalgo County Judge

**COMPANY: Elite Transportation**

Catalina Lopez, Owner

ATTEST:

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



**APPROVED AS TO FORM:**

Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

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

Victor M. Garza, Assistant District Attorney

**AMENDED EXHIBIT "B1"**

**BID PAGE**

**Hidalgo County**

***"Dead Body Pickup and Transport Services"***

**RFB No. 2015-281-10-07-SMA**

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. Additional services and fees subject to all required paperwork signed by Justice of the Peace "JP" and Investigating Agency.

<b>DESCRIPTION</b>	<b>PRICE</b>
Cost for transporting body from location within Hidalgo County to the Hidalgo County Morgue Facility	<b>\$125.00 per decedent</b>

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2016-112624

Date Filed:  
 09/15/2016

Date Acknowledged:  
 09/16/2016

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Elite Transportation  
 McAllen, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

County of Hidalgo

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

C-15-281-10-27-Amendment No. 2  
 Transportation of human remains to local Morgue

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-112624

Date Filed:  
09/15/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Elite Transportation  
McAllen, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

County of Hidalgo

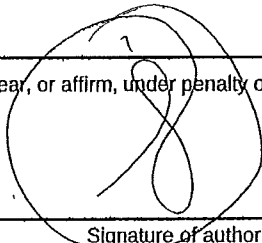
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

C-15-281-10-27-Amendment No. 2  
Transportation of human remains to local Morgue

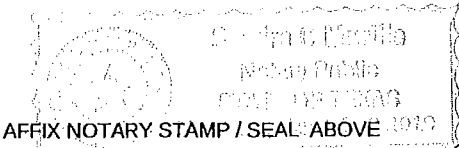
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity



Sworn to and subscribed before me, by the said Catalina Lopez, this the 15<sup>TH</sup> day of September 20 16, to certify which, witness my hand and seal of office.

Sandra C. Murillo Sandra C. Murillo Banking Mgr.  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

*Darlene*

*OK* 2. AI-56627 Pursuant to Article 14 of the "professional engineering services" agreement #C-16-248-07-06 & WA1 with TERRACON CONSULTANTS, INC, is requesting approval to engage the services of SUB-CONTRACTORS (PULIDO'S DIAMOND CORING).

*OK* 3. AI-56648 A. Approval to award the lowest and best bid meeting to Rigney Construction & Development L.L.C. in connection with the M Road Building Phase I Renovations.

B. Requesting approval for Precinct No. 4 Commissioner or designee to execute change orders. *Pepe Caso*

*OK* 4. AI-56400 Requesting authority to advertise (including the authority to re-advertise the project in the event that no bids are received and/or are rejected and project is still required) and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto as developed by project engineer Halff & Associates for Recovery and Motor Pool Improvements at Hidalgo County Precinct No. 4.

E. Health & Human Services Dept.

*OK* AI-56706 Pursuant to current agreement with "Performance Logic, Inc." a [Cooperative Purchasing Program Agreement] between Hidalgo County and Harris County Hospital District d/b/a Harris Health System, requesting approval to "Terminate" this agreement with effective time and date 12:01a.m., September 30, 2016 for the provisions of the "Software System and other pertinent related items with the 1115 Medicaid Waiver Project" in connection to C-14-117-04-02.

F. WIC

*OK* AI-56258 Acceptance and approval to enter into Business Associate Agreement between Hidalgo County Health and Human Services-WIC Program and South Texas College in connection with Affiliation and Program Agreement for Clinical Experience.

G. District Attorney

**APPROVED**

*OK* AI-56367 Approval of Second Amendment to contract #C-15-281-10-27 with Elite Transportation of "Amended Exhibits "B1-Bid Page" to the contract for the provision of the Dead Body Pickup and Transport Services.

H. Co. Wide

*OK* AI-56518 Requesting authority to purchase Accessories, Equipment and supplies for our 2016 Vehicle Replacement Program Vehicles thru the following requisitions to include but not limited to availability and market price fluctuation. .

Department	Requisition #	Vendor	Amount
Fire Marshal's	305924	Fleet Safety	\$3,756.53
Emergency Management	306439	Fleet Safety	\$4,226.46
Constable Pct. 1	306031	Fleet Safety	\$47,977.78
Constable Pct. 2	305746	Fleet Safety	\$36,543.03
Constable Pct. 3			



**AGENDA  
HIDALGO COUNTY  
COMMISSIONERS COURT MEETING  
October 4, 2016  
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. ✓ Roll Call *all present* *Start 9:44*
- 2. ✓ Pledge of Allegiance
- 3. ✓ Prayer
- 4. ✓ Approval of Consent Agenda

5. County Judge's Office:

- OK* A. ✓ AI-56595 Proclamation Declaring October 2016 as Manufacturing Month in Hidalgo County. *Julia* *Mark Willis*
- B. ✓ AI-56592 Proclamation Declaring October 2016 as Breast Cancer Awareness Month - *Julia*  
*Adrian Leon, Dist. Cancer Foundation* *Mario Lizcano, DHR*

District Attorney's Office:

- OK* A. ✓ AI-56496 Proclamation declaring October 2016 as Domestic Violence Awareness month. *Ricardo Pdz, DA / Rosie Mtz, Crime Victim*
- OK* B. ✓ AI-56701 DA-Border Prosecution Unit Grant (BPU) (1281): *Kelly McCormick*
  - 1. ✓ Approval to accept the Region 3-Border Prosecution Unit Grant in the amount of \$375,000.00, effective 09/01/2016 through 08/31/2017.
  - 2. ✓ Approval of certification of revenues as certified by the County Auditor for the FY 2017 Region 3-Border Prosecution Unit grant funds in the amount of \$375,000.00.
  - 3. ✓ Approval to appropriate the FY 2017 Region 3- Border Prosecution Unit grant funds.
  - n/d* 4. Approval to revise the salary schedule in accordance with Commissioners Court approval.
- C. ✓ AI-56621 DA-Victim Coordinator and Liaison Grant (VCLG) (1281): *Rosie Carter*  
Approval and authorization for County Judge to sign the Inventory Report Form.
- D. ✓ AI-56630 DA - Grand Jury (1100):  
Appropriation of funds in the amount of \$300.00 to fund the purchase of reference materials for grand jury sessions.

**SPECIAL MEETING - April 26, 2016**

BE IT REMEMBERED, that on this 26 day of April A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

Evaluator 5			
Scores			
Ranking			

B. Requesting authority for the Purchasing Dept. [along w/Hon. David D. Peden if so directed or other party] to commence negotiations with the number one ranked firm of: \_\_\_\_\_ for a professional engineering contract in connection with the Off-Site Services for the Roadway and Drainage Improvements associated with the Business 281/SH 107 Intersection affecting the construction of the New Hidalgo County Courthouse Project

- 3. AI-53580 Approval of "First Amendment" to Service Contract #C-15-281-10-27 with Elite Transportation the inclusion of "Amended Exhibits "A1-Specifications/Requirements and B1-Bid Page" to the contract for the provision of the "Dead Body Pickup and Transport Services" whereas such revisions were imperative due to certain decedent circumstances as detailed in supporting documentation.

B. Pct. 1

- 1. AI-54317 A. Acceptance and approval of the proposed Professional Engineering Contract #C-16-164-04-26 with Aranda & Associates, Inc. for "Roadway Reconstruction Projects-Mile 11 from FM 1015 to Mile 1W and Mile 14 ½ from Mile 4 to Mile 6" for Hidalgo County Precinct One, as approved by CC for negotiations on 04/05/16; and

B. Acceptance and approval of the following Work Authorizations No. 1 and 2 amid proposed Contract #C-16-164-04-26 and as pursuant to action to the aforementioned line item with Aranda & Associates, Inc. for the provision of professional engineering services for the "Roadway Reconstruction Projects-Mile 11 from FM 1015 to Mile 1W and Mile 14½ from Mile 4 to Mile 6" and as funding is being determined.

**Work Authorization No. 1-Mile 11 from FM 1015 to Mile 1W:**

**\$161,155.00**

**Work Authorization No. 2-Mile 14½ from Mile 4 to Mile 6: \$149,300.00**

C. Pct. 2

- 1. AI-54316 Pursuant to an existing Sole Source Declaration [current and unrevoked by CC] approval and authority to execute an AEP Texas Central Company Contribution-Aid-of-Construction Agreement for Electrical Distribution Service as requested by Pct. #2 at the Field Operations Facility located at 4011 S. Veterans Blvd., San Juan, Tx so as to extend electric service behind the facility to power up an oil tank that will be delivered and installed in the next few weeks and subject to compliance with HBs 23 & 1295 if and when applicable.

**APPROVED**

AI-53580

Purchasing Department  
19. A. 3.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of "First Amendment" to Service Contract #C-15-281-10-27 with Elite Transportation the inclusion of "Amended Exhibits "A1-Specifications/Requirements and B1-Bid Page" to the contract for the provision of the "Dead Body Pickup and Transport Services" whereas such revisions were imperative due to certain decedent circumstances as detailed in supporting documentation.

BACKGROUND

Contract was awarded on 10/27/15 pursuant to RFB No: 2015-281-10-07-SMA.

NOTE: Due to confidential information on decedent(s), not able to attach concerns submitted by the engaged vendor on the details surrounding additional services and cost.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1100-421-00-080-003-0-340
FUNDS AVAILABLE Y/N?:	y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:  
Funds available through PO#736601

Attachments

1295 FORM

AMENDMENT INFORMATION

Form Review

Inbox	Reviewed By	Date
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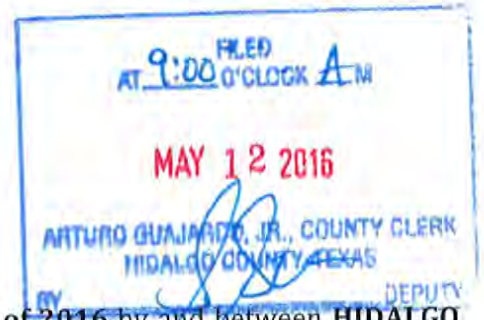
Purchasing Department	Marty Salazar	04/20/2016 03:49 PM
Budget & Management	Veronica Ortiz	04/20/2016 04:06 PM
Glinda Pacheco	Glinda Pacheco	04/21/2016 10:07 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM
Form Started By: Vangie Garcia		Started On: 03/01/2016 11:53 AM
Final Approval Date: 04/22/2016		

STATE OF TEXAS

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COUNTY OF HIDALGO

FIRST AMENDMENT TO CONTRACT  
#C-15-281-10-27



This AMENDMENT to the CONTRACT is made this 26<sup>th</sup> day of April of 2016 by and between HIDALGO COUNTY, TEXAS (the "COUNTY") and CATALINA LOPEZ, DBA, ELITE TRANSPORTATION (the "CONSULTANT").

WHEREAS, County and Company entered into a Contract on October 27, 2015 (the "CONTRACT") in which the Company agreed to provide the dead body pickup and transport services as described in the Contract; and

WHEREAS, the County due to certain circumstances requires further clarification of the services to be provided by the Company and hereby requires the amendment of the Contract; and

WHEREAS, the parties have agreed to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions of this First Amendment to Service Contract, both parties hereby agree to the following amendment to the Contract.

1. Exhibit "A1"-Specifications/Requirements to be substituted with the Contract as attached hereto;
2. Exhibit "B1"-Bid Page to now include fees for additional services, on an as needed basis and as attached hereto.
3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Company ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

Ramon Garcia  
Ramon Garcia, County Judge



ATTEST:

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr. County Clerk

COMPANY: Elite Transportation

Catalina Lopez  
Catalina Lopez, Owner

APPROVED AS TO FORM:

Office of Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: Victor M. Garza  
Victor M. Garza, Assistant District Attorney

APPROVED BY  
COMMISSIONERS' COURT  
ON: 4/26/16

**AMENDED EXHIBIT "A1"**  
**Specifications/Requirements**  
**Hidalgo County**  
***"Dead Body Pickup and Transport Services"***  
**RFB No. 2015-281-10-07-SMA**

---

**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 **and in certain circumstances outside of 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:**

- 1) 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.
- 2) 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 **at cost to awarded vendor with report to be provided to Hidalgo County upon request**. 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.
- 3) 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 **including but not limited to the following:**
  - a. **Any decedent to be transported to morgue facility requires all paper work to be signed by the Justice of the Peace "JP" and Investigating Agency;**
  - b. **Any cancellation case requires all paper work to be signed by the Justice of the Peace "JP" and Investigation Agency for consideration of payment of services;**
  - c. **Extra travel to different locations, or outside of the County on an as needed basis, for pickup of decedent applicable for consideration of payment of services pursuant to all paper work required in place.**
- 4) 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.

- 5) 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. Vendor must provide a listing of available funeral homes in the area to any family member (if available) of decedent.
- 6) 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.
- 7) 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.**
- 8) 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.
- 9) 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).
- 10) 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).
- 11) 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.**
- 12) Hidalgo County will not pay for any services found to be unacceptable and or if paperwork for transport of decedent is not signed off by Justice of the Peace "JP" and Investigating Agency.

### **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 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 e-mail to [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than **Wednesday, September 23, 2015 5:00 p.m.**, Responses to said inquiries will be sent to all applicants via facsimile **and or email** no later than **5:00 p.m., Friday, September 25, 2015.**

**AMENDED EXHIBIT "B1"**  
**BID PAGE**  
**Hidalgo County**  
***"Dead Body Pickup and Transport Services"***  
**RFB No. 2015-281-10-07-SMA**

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. **Additional services and fees subject to all required paperwork signed by Justice of the Peace "JP" and Investigating Agency.**

DESCRIPTION	PRICE
Transporting fee for decedent from location outside Hidalgo County to the Hidalgo County Morgue Facility.	\$150.00 per decedent
Cancellation fee for pickup of decedent within Hidalgo County to the Hidalgo County Morgue Facility.	\$75.00 per decedent
Pickup fee per decedent for extra travel to different locations.	\$75.00 per decedent per location

**Zimbra****evangelina.garcia@co.hidalgo.tx.us****Re: Draft Amendment-Elite Transportation-C-15-281-10-27**

**From :** Victor Garza <victor.garza@da.co.hidalgo.tx.us> **Mon, Apr 04, 2016 04:50 PM**  
**Subject :** Re: Draft Amendment-Elite Transportation-C-15-281-10-27 **3 attachments**  
**To :** Evangelina Garcia  
 <evangelina.garcia@co.hidalgo.tx.us>, Martha Salazar  
 <martha.salazar@co.hidalgo.tx.us>, Josephine Ramirez  
 <josephine.ramirez@da.co.hidalgo.tx.us>

Ms. Vangie,

attached please find revised amendment, and exhibits ( no changes recommended for exhibit B). Please let me know if you have any additional questions.

respectfully,

**Victor M. Garza**

*Assistant District Attorney*

Civil Division

**Office of the Criminal District Attorney**

Hidalgo County, Texas

100 N. Closner RM 303

Edinburg, Texas 78539

(956) 292-7609 EXT. 8185

(956) 318-2079 FAX

[victor.garza@da.co.hidalgo.tx.us](mailto:victor.garza@da.co.hidalgo.tx.us)

\*\*\*\*\*

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On Tue, Mar 1, 2016 at 1:41 PM, Evangelina Garcia <[evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)> wrote:

Honorable Victor M. Garza;

My apologies; please disregard the prior draft amendment document as I had to do a correction (please see attachment). I had a date there that was incorrect.....sorry.

Respectfully;



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Elite Transportation  
 McAllen, TX United States

**Certificate Number:**  
 2016-13066

**Date Filed:**  
 02/12/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

County of Hidalgo

**Date Acknowledged:**  
 02/17/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

2015-281-10-07-SMA  
 Transportation of human remains to local morgue

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath



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 **December 13, 2015** and ending on **December 12, 2017**. 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 and the County shall have the sole option to extend the Contract on a month to month basis under the same fees, rates, terms and conditions, 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**



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

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

17. **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).

18. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the stated or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**COUNTY OF HIDALGO**

**ATTEST:**


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

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

APPROVED BY  
COMMISSIONERS' COURT  
ON: 10/27/15

**COMPANY:**


**Catalina Lopez, dba, Elite Transportation**

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

Printed Name: Catalina Lopez

Title: owner

APPROVED AS TO FORM:  
Hidalgo County Criminal District Attorney

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

APPROVED BY COMMISSIONES COURT: **OCTOBER 27, 2015**

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

RFB-DEAD BODY PICKUP AND TRANSPORT SERVICES



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

September 21, 2015

\_\_\_\_\_  
Bidder's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

Re: **HIDALGO COUNTY**  
Request for Bids-"**Dead Body Pickup and Transport Services**"  
Bid No: **2015-281-10-07-SMA**

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/sma  
Enclosures



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

REQUEST FOR BIDS (RFB)

**HIDALGO COUNTY**  
*"Dead Body Pickup and Transport Services"*  
Bid No: 2015-281-10-07-SMA

**TABLE OF CONTENTS**

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7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Service Contract	9

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us), and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

September 21, 2015

Date

Bid No:2015-281-10-07--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: October 07, 2015 @ 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-2015-281-10-07-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, October 07, 2015.**

**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.2015-281-10-07-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	<u>October 07, 2015</u>
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

**18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION: PAYMENT UNDER CONTRACT (if applicable):**

- 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 and submit a Certificate of Account Status indicating bidder is in “Good Standing” with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of “Good Standing”, you may access the following website: [www.window.state.tx.us/taxinfo/coastintr.html](http://www.window.state.tx.us/taxinfo/coastintr.html) . If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
  - 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.

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: \_\_\_\_\_

**EXHIBIT "A"**  
**Specifications/Requirements**  
**Hidalgo County**  
***"Dead Body Pickup and Transport Services"***  
**RFB No. 2015-281-10-07-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:**

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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. Vendor must provide a listing of available funeral homes in the area to any family member (if available) of decedent.
- 6) 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.

- 7) 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.**
- 8) 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.
- 9) 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).
- 10) 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).
- 11) 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 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 e-mail to [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than **Wednesday, September 23, 2015 5:00 p.m.**, Responses to said inquiries will be sent to all applicants via facsimile **and or email** no later than **5:00 p.m., Friday, September 25, 2015.**

**EXHIBIT-"B"**

BID PAGE

*Hidalgo County*

***"Dead Body Pickup and Transport Services"***

RFB No: 2015-281-10-07-SMA

NIGP COMMODITY CODE: 962-70 Removal and Pickup of Dead Bodies

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.

DESCRIPTION	PRICE
Cost for transporting body from location within Hidalgo County to the Hidalgo County Morgue Facility	\$ _____ per body

**LIST VEHICLES TO BE USED FOR TRANSPORT:**

(include notarized title or notarized copy is acceptable)

VEHICLES	YEAR	MAKE	MODEL	VIN NO. #

**EXHIBIT-"B"**

BID PAGE

*Hidalgo County*

*"Dead Body Pickup and Transport Services"*

RFB №: 2015-281-10-07-SMA

NIGP COMMODITY CODE: 962-70 Removal and Pickup of Dead Bodies

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**BIDDER'S INFORMATION:**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE & FAX NO'S: \_\_\_\_\_

CELLULAR NO: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE \_\_\_\_\_

# EXHIBIT "C"

## Insurance Requirements

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

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

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

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

Revised 10/01/08

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER		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.	
INSURED		<b>INSURERS AFFORDING COVERAGE</b>	
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/>				
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY EA ACC AGG \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
	<b>OTHER</b>				E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners Court; currently carry the following:  
Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **NOTICE TO BIDDER:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_
2. Bonds: \_\_\_\_\_
3. Certificates: \_\_\_\_\_
4. Permits: \_\_\_\_\_
5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



**(THIS PAGE MUST BE SUBMITTED WITH BID)**  
**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

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What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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**(THIS PAGE MUST BE SUBMITTED WITH BID)**



In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual Taxpayer Identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup>  The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT  
C-15-281-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_ Day of \_\_\_\_, 2015 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.

RFB-DEAD BODY PICKUP AND TRANSPORT SERVICES

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 \_\_\_\_\_, **2015** and ending on \_\_\_\_\_, **2017**. 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 and the County shall have the sole option to extend the Contract on a month to month basis under the same fees, rates, terms and conditions, 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  
100 E. Cano St., 2<sup>nd</sup> Floor  
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  
RFB-DEAD BODY PICKUP AND TRANSPORT SERVICES

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).

19. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the stated or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**COUNTY OF HIDALGO**

**ATTEST:**

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

\_\_\_\_\_  
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  
INCLUDING BOND**

**DRAFT**

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

RFB-DEAD BODY PICKUP AND TRANSPORT SERVICES

**EXHIBIT-"B"**

BID PAGE

*Hidalgo County*

**"Dead Body Pickup and Transport Services"**

RFB No: 2015-281-10-07-SMA

NIGP COMMODITY CODE: 962-70 Removal and Pickup of Dead Bodies

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.

DESCRIPTION	PRICE
Cost for transporting body from location within Hidalgo County to the Hidalgo County Morgue Facility	\$ <u>75.00</u> per body

**LIST VEHICLES TO BE USED FOR TRANSPORT:**

(include notarized title or notarized copy is acceptable)

VEHICLES	YEAR	MAKE	MODEL	VIN NO. #
	2000	Chery Truck	Suburban	3GNFK116T5Y6101433
	2002	Chery	Venture	16NDX03E120204202

OPENED  
9:38am 10-7-15

Witnessed

*WJC*

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**  
**INCLUDING BOND**

RFB-DEAD BODY PICKUP AND TRANSPORT SERVICES

# CERTIFICATE OF LIABILITY INSURANCE

12/10/2014

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

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

<b>PRODUCER</b> SHEPARD, WALTON, KING INS GRP; 121 W PECAN BLVD  McALLEN TX 78501-955	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : HALLMARK SPECIALTY INSURANCE COMPANY</td> <td>26808</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : HALLMARK SPECIALTY INSURANCE COMPANY	26808	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : HALLMARK SPECIALTY INSURANCE COMPANY	26808														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  CATALINA LOPEZ ELITE TRANSPORTATION 7608 N 21ST  McAllen TX 78504															

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC	Y		TXG324336-02	11/14/2014	11/14/2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Not Applicable
	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB  <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ON THE COMMERCIAL GENERAL LIABILITY POLICY ADDITIONAL INSURED APPLIES PER FORM HS 33 95 05 12, SEE ATTACHED FORM

<b>CERTIFICATE HOLDER</b>  HIDLAGO COUNTY PURCHASING DEPARTMENT 2812 S BUS HWY 281 Edinburg TX 78539	<b>CANCELLATION</b>  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  
---	--

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

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

PRODUCER <b>SHEPARD, WALTON, KING INS. GRP</b> 121 W PECAN BLVD. MCALLEN, TX 78501	CONTACT NAME: <b>Specialty Insurance Managers, Inc.</b>	
	PHONE (A/C. No. Ext): <b>5122638999</b>	FAC (A/C. No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED <b>CATALINA LOPEZ DBA: ELITE TRANSPORTATION</b> 7608 N 21ST ST MCALLEN, TX 78504	INSURER A: <b>NATIONAL LIABILITY &amp; FIRE INSURANCE</b> . <b>20052</b>	
	INSURER B: <b>COMPANY</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: **104,015** REVISION NUMBER:

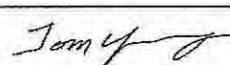
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>							\$
A	AUTOMOBILE AUTHORITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	73APS052699	11/14/2014 12:01 AM	11/14/2015 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
							BODILY INJURY (Per Person)	\$ N/A
							BODILY INJURY (Per accident)	\$ N/A
							PROPERTY DAMAGE (Per accident)	\$ N/A
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS	OTHER
							E. L. EACH ACCIDENT	\$
							E. L. DISEASE - EA EMPLOYEE	\$
							E. L. DISEASE - POLICY LIMIT	\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as Additional Insured on this policy.  
Certificate Holder is named as Waiver of Subrogation on this policy.

Year, Make, Model, VIN	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
2000 CHEVROLET SUBURBAN 3GNFK16T5YG101433	N/A		N/A	N/A	N/A	N/A
2002 CHEVROLET VENTURE 1GNDX03E12D204202	N/A		N/A	N/A	N/A	N/A

CERTIFICATE HOLDER <b>HIDALGO CO., PURCHASING DEPARTMENT</b> 2812 S. BUSINESS HWY 281 EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name of Person or Organization:

HIDALGO COUNTY  
PURCHASING DEPARTMENT  
2812 S BUS HWY 281  
EDINBURG, TX 78539

- A. Section II – Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at any location.

However, if you have entered into a construction contract subject to Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code with the additional insured shown in the Schedule, the insurance afforded to such person(s) or organization(s) only applies to the extent permitted by Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" or "your product" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**ALL PREMIUMS FOR THIS ENDORSEMENT ARE FULLY EARNED.**

**APPROVED**

**AI-51816**

**Purchasing Department 23. A. 4.**

**CC - REGULAR**

**Meeting Date: 10/27/2015**

**Submitted For: Marty Salazar, PURCHASING DEPT.**

**Submitted By: Sandra Montalvo, PURCHASING DEPT.**

**Department: PURCHASING DEPT.**

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**Information**

**CAPTION**

Presentation of sole responsible vendor, Catalina Lopez, dba, Elite Transportation, Inc., submitting the lowest and best bid [detailed in tabulation sheet contained herein & meeting specification and/or requirements] for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County-"Dead Body Pickup and Transport Services" through project No.: 2015-281-10-07-SMA.

**BACKGROUND**

1. Four (4) packets sent to Vendors
2. A Sole bid was received meeting all Specificatons/Requirements
3. Contract will commence December 13, 2015
4. Contract document was reviewed and approved by Legal Counsel as to form.

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**Fiscal Impact**

**FISCAL YEAR: 2015**

**ACCT. #: 1100-421-00-080-003-0-340**

**FUNDS AVAILABLE Y/N?: Y**

**MATCHING FUNDS Y/N?: N**

**BUDGETARY IMPACT:**

Funds available as of 10/23/15.

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**Attachments**

participation, tabulation, contract document

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	10/21/2015 01:54 PM
Budget & Management	Veronica Ortiz	10/21/2015 02:44 PM
Glinda Pacheco	Glinda Pacheco	10/23/2015 08:57 AM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Sandra Montalvo		Started On: 10/14/2015 01:22 PM
Final Approval Date: 10/23/2015		

CC REG AGENDA 10/27/15

McCarty, Seibel & Williams

Stacy - Roy D,  
DBM - Sergio  
Anthony Guette

Evaluator 2	86	94
Evaluator 3	81	91
Average Score	85	94
CC Rank	2	1

b. Recommendation to accept "Premium Summary", award the top ranked proposal received from McCarty, Seibel & Williams for Hidalgo County's Property & Casualty Insurance Policies (Including 3rd Party Administration Services), SOLELY for "Commercial Property/ Boiler Machinery-Terrorism, Included" with authority to purchase said policies and services from: McCarty, Seibel & Williams

c. Review and recommendation and action by HCCC to accept the sole response received from Montalvo Insurance [with five options for HC to consider and award] as "qualified" to proceed to the next phase of the procurement process for other policies "Hidalgo County's Property & Casualty Insurance Policies (Including 3rd Party Administration Services) for said policies and services from the following companies, including, but not limited to the following: Munch-Princeton, Ace American Ins., Merkle Evanston Ins., Lloyd's London, Ace American, Ins, AIG/Illinois, National Union Fire Ins., Third Party Administration.

+ 300K decrease in premiums

Exec. Officer to sign

d. Approval to proceed to complete applications [as required by vendor] including authority for Judge, Court Member of Commissioners' Court or Executive Officer to sign any applicable documentation for said policies and services from Montalvo Ins. 5 companies

e. Acceptance and approval of schedule of premiums/fees (as approved by CC) and attached hereto as 2016-2017 Coverage Summary for Property and Casualty Insurance Policies awarded in the total amount of \$2,384,240.00 effective January 01, 2016 through January 01, 2017 with authority to purchase. option 2

3. AI-51594 a. Reject the sole proposal received [incomplete] for: "Section .... and COBRA Administration Services [Only]" and, if approved;

b. Requesting authority to exercise Hidalgo County's to renew with UnitedHealth Care a one (1) year extension under the same rates, terms and conditions [as provided under the original RFP award in 2013] for "Section ... and COBRA Administration Services" with renewal/extension effective January 1, 2016 through December 31, 2017.

4. AI-51816 Presentation of sole responsible vendor, Catalina Lopez, dba, Elite Transportation, Inc., submitting the lowest and best bid [detailed in tabulation sheet contained herein & meeting specification and/or requirements] for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County-"Dead Body Pickup and Transport Services" through project No.: 2015-281-10-07-SMA.

5. AI-51827 Acceptance and approval of the Notice to Proceed document, pursuant to the current broker services contract between Hidalgo County and CBRE, Inc. property on Loeb-(old jail)

na

6. AI-51942 A. Requesting exemption from competitive bidding requirements, under TxLGC, Chapter 262, Section .024 (a)(4), a professional service including approval of an Order [i.e. record/minutes of CC proceedings];  
 B. Authority to engage and approval of a short-term professional consulting services agreement [subject to legal review] with Jaime Solis to review, assess/analyze and report on each [of 7 products] company awarded for HC's Section 125, Cafeteria Plan company benefits offered and/or applicable Master Agreements along with legal counsel's review and approval as to form for each.  
 C. Determination by HCCC on the expiration date of this short-term engagement with specifics as to deliverables if applicable.

B. Pct. 1

1. AI-51906 Acceptance and approval of the following Work Authorizations as submitted by LeFevre Engineering & Management Consulting, Inc. - Contract # C-15-309-09-15 for the provision of "Construction Materials Engineering and Testing Services" for:  
 a) Work Authorization No. 1 - Mile 5 1/2 West Road and Norene Drive Improvements Project in the amount of \$13,044.75 thru assigned & submitted Requisition #286459.



NOV 23 2015

222 Las Colinas Blvd W, 2100n  
Irving, TX 75039  
Phone: (972) 241-7737  
Fax: (309) 683-1630

Shepard Walton King Ins Group  
121 W. Pecan  
McAllen, TX 78501

November 18, 2015

RE: Bond Renewal: LFM0014917  
Principal: Catalina Lopez DBA Elite Transportation

Obligee:  
Description:

Dear Principal:

This letter will confirm our receipt of your premium payment and notification of your bond renewal. Your bond premium is paid through November 30, 2016.

For questions please contact:  
Shepard Walton King Ins Group  
121 W. Pecan  
McAllen, TX 78501

(956) 682-2841

Thank you for placing your bond business with us.

Sincerely,

RLI Surety Accounting

**Zimbra****evangelina.garcia@co.hidalgo.tx.us**

---

**Bond for Elite Transportation**

---

**From :** Christy Sanchez <csanchez@swkins.com> Tue, Feb 02, 2016 01:04 PM  
**Subject :** Bond for Elite Transportation  1 attachment  
**To :** 'evangelina.garcia@co.hidalgo.tx.us'  
<evangelina.garcia@co.hidalgo.tx.us>  
**Cc :** 'Catty' <cattyr819@yahoo.com>

Good afternoon,

My name is Christy D. Sanchez, and I work within the Customer Care Department here at Shepard Walton King Insurance Group. Attached please find the Bond for Elite Transportation.

Should you require additional information or assistance, please do not hesitate to contact our office. Thank you.

Sincerely,

*Christy D. Sanchez*

Customer Care Department

**Shepard Walton King Insurance Group** 121 Pecan Blvd McAllen, TX 78501  
office: (956) 682-2841| fax: (956) 630-4015| direct: (956) 630-4070| email:  
[csanchez@swkins.com](mailto:csanchez@swkins.com)

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 **13515031.pdf**  
17 KB

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RLI INSURANCE COMPANY | CONTRACTORS BONDING AND INSURANCE COMPANY  
222 W. Las Colinas Blvd. | Suite 2100N | Irving, TX 75039 | P: 800-483-9754 | F: 309-683-1630  
suretytx@rlicorp.com | www.rlisurety.com

February 1, 2016

Vangie Y. Garcia, Contract Manager  
Hidalgo County Purchasing Department  
2812 S. Business Hwy. 281  
Edinburg, Texas 78539

Re: Bond #LFM0014917  
CATALINA LOPEZ DBA ELITE TRANSPORTATION

To Whom It May Concern:

The above bond was issued effective November 30, 2012. This bond is continuous in nature and remains in effect until we send cancellation notice. This bond is currently in full force and effect for the term of November 30, 2015 to November 30, 2016 and we have received payment for this term.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clifford G. Miller', written in a cursive style.

Clifford G. Miller  
Manager, Underwriting, Miscellaneous

cc: Catalina Lopez  
Shepard Walton King Ins Group



RLI Insurance Company  
 P.O. Box 3967 Peoria IL 61612-3967  
 Phone: (309)692-1000 Fax: (309)683-1610

**DISHONESTY BOND**  
**(FOR ANY TYPE OF BUSINESS)**

Bond No. - LFM0014917

Item 1. Name of Insured: Catalina Lopez DBA Elite Transportation

(the "Insured")

Principal Address: 7608 N. 21st  
 Mcallen, TX 78504

Item 2. Bond Period: The term of this bond begins with the 30th day of November, 2012, at 12:00 o'clock night, standard time, at the address of the insured given above, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this Bond in its entirety.

Item 3. Limit of liability: \$ 10,000.00

**I. INSURING AGREEMENT**

In consideration of the agreed premium, RLI Insurance Company, an Illinois corporation (the "Company"), hereby agrees to indemnify the Insured, against any loss of money or other property which the Insured shall sustain or for which the Insured shall incur liability to any customer or subscriber of the Insured through any fraudulent or dishonest act or acts committed by any **Employee** or **Employees** of the Insured acting alone or in collusion with others, an amount, not exceeding, in the aggregate, the amount stated in Item 3.

**II. DEFINITIONS**

**Employee.** The word **Employee** or **Employees**, as used in this Bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Insured, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business during the term of this Bond, and whom the Insured compensates by salary, or wages and has the right to govern and direct 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 to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

**III. GENERAL EXCLUSIONS**

- A. Acts Committed by You or Your Partners:** This Bond will not pay for loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
- B. Indirect Loss:** This Bond will not pay for loss that is an indirect result of any act covered by this Bond including, but not limited to, loss resulting from:
  - (1) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, covered property.

- (2) Payment of damages of any type for which you are legally liable; but, we will pay compensatory damages arising directly from a loss covered under this Bond.
- (3) Payments of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Bond.

C. **Legal Expenses:** This Bond will not pay for expenses related to any legal action.

#### IV. EXCLUSIONS

This Bond does not apply to loss, or to that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation. In addition, the Bond does not apply to the defense of any legal proceedings brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceedings whether or not such proceedings results or would result in a loss to the Insured covered by this Bond. In addition, the Company shall not be liable for any costs, fees and other expenses incurred by the Insured in establishing the existence or the amount of loss covered under this Bond.

#### V. CONDITIONS

- A. **Consolidation-Merger.** If any natural persons shall be taken into the regular service of the Insured through merger or consolidation with some other concern, the Insured shall give the Company 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.
- B. **Discovery Period.** Loss is covered under this Bond only (a) if sustained through any act or acts committed by any **Employee** of Insured while this Bond is in force as to such Employee, and (b) if discovered no later than one (1) year from the expiration or sooner cancellation of this Bond in its entirety as provided in **Section VI, Cancellation**, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.
- C. **Fraudulent or Dishonest Act.** A **Fraudulent or Dishonest Act of an Employee of the insured shall mean an act which is punishable under the criminal code in the jurisdiction within which act occurred, for which said Employee is tried and convicted by a court of proper jurisdiction.**
- D. **Limit of Liability Under This Bond and Prior Insurance.** With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in **CONDITION C** and which occur partly under this Bond and partly under other bonds or policies issued by the Company to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Company under this Bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this Bond on such loss or losses or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.
- E. **Non-Accumulation of Liability.** Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Company under this Bond shall not be cumulative in amounts from year to year or from period to period.

- F. Salvage.** If the Insured shall sustain any loss or losses covered by this Bond which exceed the amount of coverage provided by this Bond, the Insured shall be entitled to all recoveries, except from suretyship, insurance, reinsurance security and indemnity taken by or for the benefit of the Company, by whomsoever made, on account of such loss or losses under this Bond until fully reimbursed, less the actual cost of effecting the same; and less the amount of the deductible carried on the **Employee** causing such loss or losses; and any remainder shall be applied to the reimbursement of the Company.
- G. Prior Fraud, Dishonesty or Cancellation.** No **Employee**, to the best of the knowledge of the Insured, or of any partner or officer thereof not in collusion with such **Employee**, has committed any Fraudulent or Dishonest Act in the service of the Insured or otherwise. If prior to the issuance of this Bond, any fidelity insurance in favor of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's employees shall have been cancelled as to any of such employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such employees, or (b) the giving of written notice of cancellation by the Insurer issuing such fidelity insurance, whether the Company or not, and if such employees shall not have been reinstated under the coverage of such fidelity insurance or superseding fidelity insurance, the Company shall not be liable under this Bond on account of such Employees unless the Company shall agree in writing to include such Employees within the coverage of this Bond.
- H. Loss, Notice, Proof, Legal Proceedings.** At the earliest practical moment, and at all events not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any **Employee** by the Insured, or by any partner or officer thereof not in collusion with such **Employee**, the Insured shall give the Company written notice thereof and within four months after such discovery shall file with the Company affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Company render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this Bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this Bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- I. Part-Time or Temporary Employees.** The named Insured shall not at any time while this Bond is in force direct any temporary or part time Employee(s) to any subscriber's premises unless such Employee(s) is accompanied by a foreman who is in the regular employ of the Insured.
- J. Valuation - Settlement.** Subject to the applicable Limit of Liability provision we will pay for:
- (1) Loss of "money" but only up to and including its face value.
  - (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
    - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities;"
    - (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
      - (i) Value of the "securities" at the close of business on the day the loss was discovered; or
      - (ii) Limit of liability.

(3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

- (a) Actual cash value of the property on the day the loss was discovered;
- (b) Cost of repairing the property or "premises;" or
- (c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

## VI. CANCELLATION

This Bond shall be deemed cancelled as to any **Employee**: (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such **Employee**, of any fraudulent or dishonest act on the part of such **Employee**; or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Insured or sent by mail. Such date, if the notice be served, shall be not less than ten days after such service, or, if sent by mail, not less than fifteen days after the date of mailing. The mailing by the Company of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice.

This Bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Insured upon the Company or by the Company upon the Insured, or sent by mail. Such date, if served by the Company, shall be not less than ten days after such service, or if sent by the Company by mail, not less than fifteen days after the date of mailing. The mailing by the Company of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice. The Company shall refund to the Insured the unearned premium computed pro rata if this Bond is cancelled at the instance of the Company, or at short rates if cancelled or reduced at the instance of the Insured.

Dated this 29th day of November, 2012.



Countersigned

RLI Insurance Company

By Karla Lofton  
Authorized Individual

By Roy C. Die  
Vice President



P.O. Box 3967  
Peoria, IL 61612-3967  
Phone: (309)692-1000 Fax: (309)683-1610

## TEXAS COMPLAINT NOTICE

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company's** toll free telephone number for information or to make a complaint at (800)645-2402.

You may also write to **RLI Insurance Company** at:

9025 N. Lindbergh Drive  
Peoria, IL 61615  
FAX # (309)683-1610

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact **RLI Insurance Company** first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.



**CC CONSENT AGENDA 02/23/16**

System Re-Engineering for the Tax Department OPEX Mail Processing Machine through Sole Sourced vendor RT Lawrence Corporation in the amount of \$12,000.00 which includes company's travel expenses; Requisition#292838; Request execution of attached Proposal Terms & Conditions upon approval.

- C. **AI-53293** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, purchase order terms/conditions & draft requirement agreement etc) as attached hereto for: Hidalgo County Pct 2- "Purchase of One (1) used 2002 Maximizer Asphalt Distributor" RFB: 2015-057-03-23-MEG with acquisition/evidence through a properly processed Purchase Order including the re-advertising of project in the event no Bid responses are received and/or are rejected and project is still required.

*no form needed (PO)*

- D. **AI-53299** Approve Payment Application No. 9 in the amount \$105,432.50 from IOC Company, LLC, awarded contractor for Precinct No. 3's, "Mile 2 North Roadway Project" as certified for payment by project engineer, L&G Engineer, C-14-153-02-17.

**E. AI-53346 Information Technology Department:**

1. Requesting authority to process requisition #290766 to the Department of Information Resources in the amount of \$253,491.04 for telephone [regular and/or long distance] services including related features/services through the County's membership/participation with DIR-TEXAN-NG-CTSA-005;

2. Pursuant to the existing Sole Source Declaration [CC 07-17-13], requesting authority to process Requisition #292324 to Time Warner Cable in the amount of \$68,160.00 for [regular and/or long distance] services for locations identified in supporting documentation and subject to compliance with HB1295 when and if applicable.

*Vendor given form 1295*

- F. **AI-53390** Pursuant to page 2. #10 of the specifications to Contract #C-15-281-10-27 with Elite Transportation for the provision of "Dead Body Pickup and Transport Services", vendor requesting that County approve removing the "2000 Chevy Venture [as identified on "Exhibit "B"-Bid Page of the contract] and replace with a "2000 Ford Excursion" [as reflected on the copy of the Texas Certificate Title as this vehicle serves as backup].

- G. **AI-53392** Pursuant to Texas Local Government Code, 263.151 (1) approval to declare as "Salvage Property"-[see BACKGROUND] including authority to remove the detailed items listed in Exhibit A [attached as supporting documentation] from the Hidalgo County Community Supervision and Corrections Department's, aka, Adult Probation Department's inventory list, with assistance from the Hidalgo County Precinct 4 to dispose of said items at a landfill.

- H. **AI-53446** Requesting approval of payment Application No. 6 in the amount of \$51,071.24 for the Sioux Road Improvements project for Pct. 2 submitted by contractor, Texas Cordia Construction, LLC through Contract C-15-209-07-21 and as reviewed by project engineer, Raul Sesin, P.E.

**I. AI-53448 AUXILIARY COURT:**

**APPROVED**

AI-53390

Purchasing Department

11. F.

CC CONSENT

Meeting

02/23/2016

Date:

Submitted

Marty Salazar, PURCHASING DEPT.

For:

Submitted

Vangie Garcia, PURCHASING DEPT.

By:

Department: PURCHASING DEPT.

---

Information

CAPTION

Pursuant to page 2. -#10 of the specifications to Contract #C-15-281-10-27 with Elite Transportation for the provision of "Dead Body Pickup and Transport Services", vendor requesting that County approve removing the "2000 Chevy Venture [as identified on "Exhibit "B"-Bid Page of the contract] and replace with a "2000 Ford Excursion" [as reflected on the copy of the Texas Certificate Title as this vehicle serves as backup].

BACKGROUND

The 2000 Chevy Venture was not working properly as vendor states in attached correspondence.

NOTE: The 2000 Ford Excursion is insured and disclosed on the certificate of insurance accord as attached hereto.

---

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact on this agenda as its purpose is to identify the removal and replacement of vehicle.

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Attachments

ADDITIONAL INFORMATION

1295 INFORMATION

ELITE TRANSPORTATION CONTRACT

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Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/19/2016 01:47 PM
Budget & Management	Veronica Ortiz	02/19/2016 01:52 PM
Glinda Pacheco	Glinda Pacheco	02/19/2016 02:02 PM
Final Approval	Monica Badillo	02/19/2016 05:08 PM
Form Started By: Vangie Garcia		Started On: 02/11/2016 03:18 PM
Final Approval Date: 02/19/2016		

**Zimbra****evangelina.garcia@co.hidalgo.tx.us**

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**Re: List of Vehicles To Be Used For Transport for services amid Contract  
#C-15-281-10-27**

---

**From :** Catty Rivera <elite.transport10@yahoo.com> **Thu, Feb 04, 2016 10:29 PM****Subject :** Re: List of Vehicles To Be Used For Transport  
for services amid Contract #C-15-281-10-27**To :** Evangelina Garcia  
<evangelina.garcia@co.hidalgo.tx.us>

Vangie,

I apologize, it was an honest mistake. I was in the process of buying another vehicle when I sent the bid packet, that I didn't notice. I didn't get to use the Chevy Venture due to not working properly.

I have been using the 2000 Chevy Suburban as my main vehicle and have the 2000 Ford Excursion as my backup vehicle. Both listed vehicles are on the accord and are insured as required by the county.

Do I need to give you an updated Exhibit-B page-vehicle information form with the excursion information? Also, do you need the notarized excursion title?

Thank you,  
Catty Lopez

[Sent from Yahoo Mail for iPhone](#)

On Thursday, February 4, 2016, 1:17 PM, Evangelina Garcia  
<evangelina.garcia@co.hidalgo.tx.us> wrote:

Catalina;

Please review the attached documentation as this will require clarification/correction by you doing business as Elite Transportation. In the RFB Packet-Exhibit "B"-Bid Page-Vehicle information is required to be listed. Listed are the 2000 Chevy Truck Suburban and a 2000 Chevy Venture with copies of the titles to support information however on the insurance certificate of accord for auto lists the 2000 Chevy Truck Suburban and a 2000 Ford Excursion. The excursion is not listed on the original vehicles identified on Exhibit "B"-Bid Page, therefore, you need to submit an updated insurance accord that includes both vehicles as identified on the Exhibit "B"-Bid Page.

Please forward as soon as possible for compliance purposes.

Thank you;

Vangie Y. Garcia, Contract Manager  
Hidalgo County Purchasing Department  
2812 S. Business Hwy. 281  
Edinburg, Texas 78539  
Email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)  
Phone: 956-292-7000-Ext. 4856

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Upon sale of this vehicle, the purchaser must apply for a new title within 30 days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.

CATALINA LOPEZ  
7608 N 21ST STREET  
MCALLEN, TX 78504



*Laura Lianna Rodriguez*



# TEXAS CERTIFICATE OF TITLE



## CERTIFIED COPY

TEXAS DEPARTMENT OF MOTOR VEHICLES

9646142

VEHICLE IDENTIFICATION NUMBER <b>1FMNU40S2YEA13779</b>	YEAR MODEL <b>2000</b>	MAKE OF VEHICLE <b>FORD</b>	BODY STYLE <b>LL</b>
MODEL <b>EXC</b>	MFG. CAPACITY IN TONS <b>6700</b>	WEIGHT <b>6700</b>	LICENSE NUMBER <b>BMH8453</b>
TITLE/DOCUMENT NUMBER <b>10825742078112340</b>	CERTIFIED COPY DATE <b>10/14/2015</b>	ORIGINAL TITLE DATE <b>03/24/2015</b>	

PREVIOUS OWNER  
**JORGE RIVERA JR ROMA, TX**

OWNER  
**CATALINA LOPEZ  
7608 N 21ST STREET  
MCALLEN, TX 78504**

ODOMETER READING

**EXEMPT**

REMARK(S)  
**BONDED TITLE**

X \_\_\_\_\_  
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

**WARNING:**  
THIS IS A REPLACEMENT CERTIFICATE OF TITLE AND MAY BE SUBJECT TO THE RIGHTS OF A PERSON UNDER THE ORIGINAL CERTIFICATE. ANY PURCHASER OR LIENHOLDER MAY REQUIRE THE SELLER TO GUARANTEE AGAINST ANY LOSS CLAIMED UPON THE PRESENTATION OF THE ORIGINAL CERTIFICATE OF TITLE.

DATE OF LIEN \_\_\_\_\_ 1ST LIENHOLDER

1ST LIEN RELEASED \_\_\_\_\_ DATE

BY \_\_\_\_\_  
AUTHORIZED AGENT

DATE OF LIEN \_\_\_\_\_ 2ND LIENHOLDER

2ND LIEN RELEASED \_\_\_\_\_ DATE

BY \_\_\_\_\_  
AUTHORIZED AGENT

DATE OF LIEN \_\_\_\_\_ 3RD LIENHOLDER

3RD LIEN RELEASED \_\_\_\_\_ DATE

BY \_\_\_\_\_  
AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

**RIGHTS OF SURVIVORSHIP AGREEMENT**  
WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

**EXHIBIT "A"**  
**Specifications/Requirements**  
**Hidalgo County**  
*"Dead Body Pickup and Transport Services"*  
**RFB No. 2015-281-10-07-SMA**

**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:**

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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. Vendor must provide a listing of available funeral homes in the area to any family member (if available) of decedent.
- 6) 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.

- 7) 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.**
- 8) 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.
- 9) 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).
- 10) 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).
- 11) 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 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 e-mail to [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than **Wednesday, September 23, 2015 5:00 p.m.**, Responses to said inquiries will be sent to all applicants via facsimile **and or email** no later than **5:00 p.m., Friday, September 25, 2015.**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Elite Transportation  
 McAllen, TX United States

**Certificate Number:**  
 2016-13066

**Date Filed:**  
 02/12/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

County of Hidalgo

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

2015-281-10-07-SMA  
 Transportation of human remains to local morgue

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Notary Public, this the 12 day of February, 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
 Signature of officer administering oath

Laura Lianna Rodriguez  
 Printed name of officer administering oath

Personal Banker  
 Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 County of Hidalgo

**Date Acknowledged:**  
 02/17/2016

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 2015-281-10-07-SMA  
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**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath