

**EXHIBIT “A”**  
**Specifications/Requirements**  
**Hidalgo County**  
**“Dead Body Pickup and Transport Services”**  
**RFB No.: 2018-149-00-00-SGS**

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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 pickup and transportation of decedent **human bodies and/or remains** from various locations within the County and in certain circumstances outside 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/ REQUIREMENTS:**

- 1) Transportation vehicle(s) used must be fully enclosed (i.e., hearse or van suitable for the transport of decedent human bodies **and/or remains**) 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. Background checks 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. **Report to be provided to Hidalgo County upon request, will be** 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 **human bodies and/or remains** from place of death to the Hidalgo County morgue facility. This includes **decedent human bodies and/or remains** for autopsy, toxicology only, inquest only and Holds only cases. All are to be transported directly to the morgue facility with all applicable paperwork including, but not limited to the following:
  - a) Any decedent **human bodies and/or remains** to be transported to morgue facility requires all paperwork **and/or acceptable documentation** to be signed by the Justice of the Peace “JP” and investigating Agency.
  - b) Any cancellation case requires all paperwork **and/or acceptable documentation** to be signed by the Justice of the Peace “JP” **and/or the** 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 **human bodies and/or remains** applicable for consideration of payment of services, pursuant to all paperwork **and/or acceptable documentation** required in place.
- 4) From **5:00 PM to 8:00 AM M-F**, on weekends and government holidays, the transport service will log the decedent human **bodies and/or remains** into the morgue facility, place the decedent **human bodies and/or remains** in 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 decedent **human bodies and/or remains** to the morgue facility.

- 5) Vendor must furnish all equipment and materials required for transporting decedent human **bodies and/or** remains, (i.e., body bags, plastic rip lock seal for bag, gurney, flat white sheets, decedent waterproof identification tags or bracelet and any other materials required in transporting of decedent **human bodies and/or remains** by the vendor.
- 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 forty five (45) minutes or less, of telephone notification and arriving at the scene, not to exceed sixty (60) minutes, under regular traffic and weather conditions. Decedent **human bodies and/or remains, including decedent's belongings such as clothing and/or any and all personal effects**, are to be directly transported to the morgue facility.
- 7) Vendor must have trained **and qualified** personnel **in order to** perform under this contract.
- 8) **Vendor must** have and maintain two (2) vehicles, available for service at all times.
- 9) **Vendor must comply with the Occupational Safety and Health Administration** (OSHA) regulations regarding potential exposure to blood and body fluids.
- 10) Waste generated by the contracting service will not be left at the scene, but collected by the service and removed to an appropriate disposal site. Waste items must not be transported so as to be in contact with the corpse.
- 11) No unauthorized passengers shall ride in **service** vehicles on assignment for Hidalgo County.
- 12) All personnel are strictly prohibited from carrying any type of firearms or weapons, either on their person or in any transport **service** vehicle.
- 13) The vendor shall provide **at least two (2) contact phone numbers to the** appropriate County officials. Any change in telephone numbers, Vendor will immediately notify **the following departments; District Attorney's Office, Purchasing Department, All Law Enforcement Agencies, Hospitals, County Morgue Facility and Contracted Forensic Pathologist.**
- 14) 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.
- 15) 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 Health Information Technology for Economic and Clinical**

Health Act, the Genic Information Non-Discrimination Act, and Texas House Bill 300, (Medical Records Act).

- 16) Vendor must also provide the list of vehicles to be used in the transportation of bodies. Proof of ownership must be provided **upon request**.
- 17) Vehicles must be cleaned, properly equipped, maintained and supplied at all times with the following, but not limited to,
  - At least two body bags, **new light and** heavy weight, envelope opening type,
  - At least one box of disposable gloves,
  - A minimum of two, clean sheets, white cloth.
  - Disposable, protective clothing for attendants, **as needed**.

Hidalgo County will not be responsible for lost or misplaced **items, as listed in this section**.

- 18) The awarded vendor will be required to be prepared if a "**Mass Casualty**" incident occurs. Vendor must immediately contact Hidalgo County **Forensic Morgue and contracted Pathologist**. **Upon a mass casualty incident. Vendor shall be required to obtain appropriate personnel and vehicles to respond to mass casualty events and/or occurrences.**
- 19) Hidalgo County **may not pay, or payment may be delayed** for any services found to be unacceptable and/or if paperwork **and/or acceptable documents** for transport of decedent **human bodies and/or remains** is not signed off by the Justice of the Peace "JP" **and/or the** Investigating Agency.
- 20) **If the County has declared "A State of Disaster"**, the Contractor may be called upon to pick up decedent **human bodies and/or remains** from locations outside Hidalgo County. Contractor shall not apply any special fees or charges for pickups from other locations. **In addition to applicable transport fees, if the County has declared "A State of Disaster"**, the Contractor **will be** reimbursed **mileage fees**. Mileage reimbursement rates will be based on the current IRS mileage rates.
- 21) Mileage rates may be obtained from the IRS website: <http://www.irs.gov/>.

### **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 **and** conditions.
- 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) Any contract awarded to a successful bidder will be in effect until: a) the contract expires. b) delivery acceptance of products and/or performance of services ordered, or c) terminated by the County with thirty (30) days written notice prior to the cancellation.

- 5) Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein and maintained throughout the contract term.
- 6) **Hidalgo County reserves the right to seek the purchases/**services from state awarded vendors, whenever it is in its best interest to do so.
- 7) Hidalgo County reserves the right to **a**ward the bid to One or Multiple bidders if the County determines it is in its best interest to do so.
- 8) **Vendor shall have a minimum of** at least two years' **experience.**
- 9) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid **received from the responsible bidder submitting the lowest and best bid to the County.**

**ADDITIONAL INFORMATION:**

- 1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and/or sealed 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: Sandy Suarez, 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 [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than **Monday, Month 00, 2018 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via email and/or via facsimile, no later than **5:00 p.m., Wednesday, Month 00, 2018.**