

Invoice Date	Project	Vendor	Invoice Number	P.O. Number	Invoice Amount
10/23/2023	Head Start Parking Lot	Rene Guerra & Son Hauling	4	864927	\$91,552.28
09/30/2023	FM1925 1,500 W of FM2220 to 10th	L&G Engineering	11329546	854100	\$1,800.00

- 2. AI-93038 Requesting approval to exercise the final one (1) year contract extension for "Boys & Girls Clubs of Edinburg RGV & County of Hidalgo, Pct. 4 San Carlos Endowment Center User Agreement" under the same terms and conditions (C-18-266-11-06).

E. Executive Office:

- 1. AI-93046 Requesting approval to exercise the final one (1) year extension, for "Financial Advisory Services" with Estrada-Hinojosa & Co., Inc. under the same rates, terms, and conditions (C-19-056-12-10).

F. Co. Wide:

- 1. AI-92969 Requesting authority to exercise the first (1st) of two (2), one (1) year extension for "Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies" with Galls LLC under the same rates, terms and conditions.
- 2. AI-92973 A. Requesting approval of Amendment to Schedule 23 Fleet Lease Agreement with D&M Commercial Leasing (C-23-0227A-07-11), to formally correct delivery date to Schedule 23, approved by CC 07/11/2023 (AI-91484), with authority for County Judge or County Executive Officer to sign all required documentation.
B. Requesting approval of Amendment to Schedule 25 through 43 Fleet Lease Agreement with D&M Commercial Leasing (C-23-0227B-07-11), to formally correct delivery dates to Schedule 25 through 43, approved by CC 08/22/2023 (AI-92089), with authority for County Judge or County Executive Officer to sign all required documentation.
- 3. AI-92984 Requesting approval to exercise the final extension for "Pest Control Services Termite Services Only" with Mid-Valley Pest Control, L.P. under the same rates, terms, and conditions (C-21-099C-11-02).

APPROVED

G. District Attorney:

- 1. AI-92965 Requesting authority to exercise a one (1) year extension with Elite Transport and Clean-Up Service for the service of "Dead Body Pick-up and Transport Services," under the same rates, terms, and conditions as provided on contract (C-18-149-11-06 & Amendment).

H. Facilities Management:

- 1. AI-93032 Requesting approval to submit an Annual Membership Application with Electric Reliability Council of Texas Inc. (ERCOT) for Hidalgo County 2024 membership in the amount of \$100.00 with authority for the HC Facilities Management Director to sign the required documents.

AI-92965

Purchasing Department
District Attorney

CC CONSENT AGENDA SPECIAL MTG

Meeting Date: 10/31/2023

Submitted For: Ignacio Amezcua, PURCHASING DEPT. **Submitted By:** Amanda Martinez

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise a one (1) year extension with Elite Transport and Clean-Up for the service of "Dead Body Pick-up and Transport Services," under the same rates, terms, and conditions as provided on contract (C-18-149-11-06 & Amendment).

BACKGROUND

Project No. 18-149-EXT04

Fiscal Impact

CALENDAR YEAR: 2023

ACCT. #: 3-1100-421-00-080-003-0-340

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 10/19/2023.

Attachments

1295 & Acknowledged
Department Renewal Notice
Vendor Renewal Notice

Form Review

Inbox

Reviewed By

Date

Amanda Martinez

10/19/2023 09:46 AM

Form Started By: Amanda Martinez

Started On: 10/19/2023 09:46 AM



NOTICE

TO: Toribio "Terry" Palacios, District Attorney
FROM: Amanda Martinez, Contract Specialist II
DATE: September 29, 2023
RE: Project No. 18-149-EXT04
Extension of Contract C-18-149-11-06

Contract C-18-149-11-06 between Hidalgo County and Elite Transport and Clean-Up Services for Dead Body Pickup and Transportation Services will expire on December 12, 2023. We have the option to renew this contract for one (1) year.

For your review and consideration, the current contract is enclosed. Please advise what action the District Attorney's Office would like the Purchasing Department to take by making a selection below:

- Renew the contract with the same rates, terms, and conditions
- Allow the contract to expire, as those services are no longer needed
- Look for new vendors (allow contract to expire, terminate early, and/or rebid)

Please sign and return this notice as acknowledgement of receipt by **October 16, 2023**. Following your response, our office will send you a tentative schedule for this project. If no action is taken by the deadline stated, we will proceed with renewing this contract to ensure there's no lapse in services.

ROSALINDA CANTU

Name

Rosalinda Cantu

Signature

10/05/2023

Date

Please include the account number(s) for the above reference project:

Account No.: 3-1100-421-00-080-003-0-340

Should you have any questions or need additional information, I may be reached at extension 4865.

07



NOTICE

October 05, 2023
Elite Transport and Clean-up Services
3116 Kingsborough Ave.
McAllen, TX 78504

Email Delivery to: elite.transport13@hotmail.com
Term: 12/13/2023-12/12/2024

Re: Extension for Contract #: C-18-149-11-06
"Dead Body Pickup & Transport Services"

Dear Ms. Sandra C. Hernandez,

This letter is to notify you that Hidalgo County has chosen the option to exercise the year extension under the same rates, terms, and conditions for the above referenced project. To proceed, please return the following to Hidalgo County Purchasing Department via email to amanda.martinez1@co.hidalgo.tx.us no later than **1:00 PM on October 10, 2023**:

1. Certificate of Interest Parties – Form 1295 [Link to File Form \(state.tx.us\)](http://state.tx.us)
 - a. On box 3, please reference – **Contract Number**
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the next available Commissioners' Court meeting for approval. Failure to submit all items requested in a timely manner, may result in delay of award.

		10/17/23
Authorized Representative Name	Signature	Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Amanda Martinez, Contract Specialist II, at (956) 318-2626, extension 4865.

Sincerely,



Ignacio Amezcua, MBA, CTCM, CTCD
Hidalgo County Purchasing Director

1. **AI-87638**

APPROVED

Requesting acceptance and approval of one (1) year extension for the service of "Dead Body Pick-up and Transport Services," under the same rates, terms, and conditions as provided on contract (C-18-149-11-06 & Amendment) between Hidalgo County and Elite Transport and Clean-Up Services; commencing 12/13/2022-12/12/2023.

B. Juvenile Probation:

1. **AI-87568** A. Requesting authority to advertise and re-advertise, if applicable and approval the procurement packet as attached hereto for Hidalgo County Juvenile Justice Center for "Pool of Licensed Professional Counseling Services" under the RFP 22-0556-10-26.

B. Authority for Hidalgo County Juvenile Probation Board to conduct the grading, scoring and awarding of the RFP 22-0556-10-26

C. Pct. #1:

1. **AI-87743** Requesting approval to waive the Procurement Policy for this one time; to process claim (invoice#000001) for Juana Perez Gonzalez - Yoga Instructor for the month of July 2022.

2. **AI-87730** Requesting approval of Payment Application No. 26 in the amount of \$87,483.74 for the Pct 1 Mile 6 West (Mile 9 North-Mile 11) project as submitted by contractor, Texas Cordia Construction, LLC as reviewed by the project engineer, SAMES Engineering.

D. Pct. #2:

1. **AI-87721 Pct. 2 Dicker Rd. Project:**
Approval of payment application No. 33 in the amount of \$27,526.23 for Pct 2 Dicker Road Project submitted by the contractor, 2GS, LLC, dba Earthworks Enterprise (Contract C-19-017-11-05) and reviewed by the project engineer, Saul R. Munoz, P.E.

E. Pct. #4:

1. **AI-87722** Requesting approval of the following invoices for processing and payment:

Invoice Date	Invoice Number	Project / Vendor	P.O. Number	Invoice Amount
08/26/2022	R031508	Hidalgo County Pueblo De Palmas Park / Raba Kistner	839118	\$1,126.95
09/27/2022	1	Pueblo De Palmas Park / G&G Contractors	847386	\$236,461.58
09/21/2022	0921-02-387	Pct.4 Doolittle Bridge / TXDOT	802112	\$22,950.00

F. Facilities Management:



2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

E-22-0541-10-04

September 12, 2022

Elite Transport & Clean Up Service
3116 Kingsborough Ave.
McAllen, Texas 78504

Delivered via email: elite.transport13@hotmail.com
Term: 12/13/2022-12/12/2023

**Re: Project No. 22-0541-MGN
Extension 2 of 3 for Contract #: C-18-149-11-06
"Dead Body Pickup and Transport Services"**

Dear Ms. Sandra Claudia Hernandez,

This letter is to notify you that Hidalgo County has chosen the option to exercise the 2nd of 3 one (1) year extension under the same rates, terms, and conditions for the above referenced project.

To proceed, please return the following to Hidalgo County Purchasing Department via email to maria.gaytan@co.hidalgo.tx.us no later than 3PM on Wednesday, September 14, 2022:

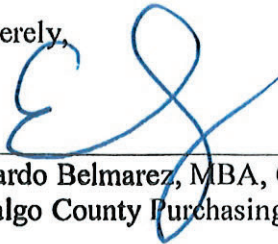
1. Certificate of Interest Parties – Form 1295 [Link to File Form \(state.tx.us\)](http://state.tx.us)
 - a. On box 3, please reference – 22-541-MGN
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the agenda for Commissioners' Court approval on Tuesday, September 20, 2022. Failure to submit all items requested in a timely manner, may result in delay of award.

Sandra C. Hernandez Sandra C. Hernandez 9/21/22
Authorized Representative Name Signature Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Maria Gaytan, Contract Specialist I, at (956) 318-2626, extension 4879.

Sincerely,



Eduardo Belmarez, MBA, CPM
Hidalgo County Purchasing Director



2812 S. Bus. Hwy 281
 Edinburg, Texas 78539
 Phone: (956) 318-2626
 Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

E-22-0541-10-04

MEMORANDUM

TO: Ricardo Rodriguez Jr., Assistant District Attorney

FROM: Maria Gaytan, Contract Specialist I

DATE: September 23, 2022

RE: Project No. 22-0541-MGN Extension 2 of 3
 Contract C-18-149-11-06 "Dead Body Pickup and Transport Services"

Contract C-18-149-11-06 between Hidalgo County and Elite Transport & Cleanup Services for Dead Body Pickup and Transport Services will expire on December 12, 2022. We have the option to renew this contract for one (1) year extension at the same rates, terms and conditions.

For your review and consideration, the current contract is enclosed. Please advise what action Office of the District Attorney would like the Purchasing Department to take by making a selection below:

- Renew the contract with the same rates, terms, and conditions
- Allow the contract to expire, as those services are no longer needed
- Look for new vendors (allow contract to expire, terminate early, and/or rebid)

Please sign and return this notice as acknowledgment of receipt by **September 23, 2022**. Following your response, our office will send you a tentative schedule for this project. If no action is taken by the deadline stated, we will proceed with renewing this contract to ensure there's no lapse in services.

Rosalinda Cantu Rosalinda Cantu 09/29/2022
 Name Signature Date

Please include the account number(s) for the above reference project:

Account No.: 2-1100-421-00-080-003-0-340

Should you have any questions or need additional information, I may be reached at extension 4879.

mgn

CC: Victor Garza, Assistant District Attorney, Josephine Ramirez, District Attorney
 Olga Garza, Division Manager, Contracts Management
 Dina Trevino, Assistant Purchasing Director
 Eduardo Belmarez, MBA, CPM, Purchasing Director

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:
 2022-935148

Date Filed:
 09/17/2022

Date Acknowledged:

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

Elite Transport & Clean-up Service
 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.

Hidalgo County

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.

22-541-MGN
 Human Remains Transport

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hernandez, Sandra Claudia	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Sandra Claudia Hernandez, and my date of birth is 6/13/72.
 My address is 3116 Kingsborough Ave. McAllen, TX 78504.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 19th day of Sept, 20 22.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

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 Transport & Clean-up Service
 McAllen, TX United States

Certificate Number:
 2022-935148

Date Filed:
 09/17/2022

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

Date Acknowledged:
 09/22/2022

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.
 22-541-MGN
 Human Remains Transport

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hernandez, Sandra Claudia	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2021

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).

PRODUCER PAUL PEREZ INSURANCE 1540 Dove Ave McAllen, TX 78504-3439		CONTACT NAME: PHONE (A/C. No. Ext): (956)687-9600		FAX (A/C. No): (956)687-9092	
		E-MAIL ADDRESS: pperez@twfg.com			
INSURER(S) AFFORDING COVERAGE				NAIC #	
		INSURER A: Burlington Insurance Company			
INSURED		INSURER B: National Liability & Fire Insurance			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		411B522042	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 500,000
							GENERAL AGGREGATE \$ 500,000
							PRODUCTS - COMP/OP AGG \$ 500,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		73APR401507	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$ 300,000
							BODILY INJURY (Per accident) \$ 500,000
							PROPERTY DAMAGE (Per accident) \$ 500,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 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)

Transporting bodies and/or remains

2007 Cadillac/Escalade ESV
 1GYFK66837R249171
 2008 Cadillac/Escalade ESV
 1GYFK66838R252685

CERTIFICATE HOLDER COUNTY OF HIDALGO 100 N. Clossner 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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FOURTH AMENDMENT TO CONTRACT BETWEEN THE COUNTY OF
HIDALGO, TEXAS
AND ELITE TRANSPORTATION AND CLEAN-UP SERVICES
C-18-149-11-06**

WHEREAS, COUNTY and Elite Transport and Clean-Up Services entered into a Service Agreement on November 06, 2018, for Dead Body Pickup and Transport Services, and;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

WHEREAS, due to ongoing COVID 19 Pandemic situation, the Parties now desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and Elite Transport and Clean-Up Services, effective as of the 14 day of April 2022, hereby agree to the following amendment to the Contract:

1. Exhibit "B." of the Contract is hereby modified, amended, and or replaced as attached herein.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. COUNTY and ELITE TRANSPORT AND CLEAN-UP SERVICE ratify and confirm the terms and provisions of the CONTRACT as amended herein.

BID PAGE
Hidalgo County
"Dead Body Pickup and Transport Services"
 RFB No. 2018-149-09-05-SGS

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. Services and fees subject to all required paperwork and/or acceptable documentation signed by the Justice of the Peace "JP" and/or the Investigating Agency.

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

Pickup & Transporting Fee Per Decedent to the Hidalgo County Morgue Facility	Price
Pickup/Transporting fee for decedent human bodies and/or remains from locations <u>within</u> Hidalgo County	\$ <u>175.00</u>
Pickup/Transporting fee for decedent human bodies and/or remains from locations <u>outside</u> Hidalgo County	\$ <u>200.00</u>
Cancellation fees - <u>within</u> or <u>outside</u> Hidalgo County	\$ <u>75.00</u> Inside County
	\$ <u>100.00</u> Outside County
Fee for extra travel - (i.e. forgotten decedents personal effects and/or required documents etc.)	\$ <u>75.00</u>

LIST VEHICLES TO BE USED FOR TRANSPORT:

VEHICLES	YEAR	MAKE	MODEL	VINNO.#
1.	2008	CADILLAC	ESC	1GYXK66832R252685
2.	2007	CADILLAC	ESC	1GYFK66837R249171
3.				
4.				
5.				
6.				

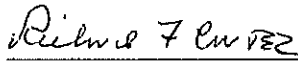
EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON April 19, 2022.
Agenda Item No. 85490

MS
Executive Office: ms


VENDOR: ELITE TRANSPORT AND CLEAN-UP SERVICE
COUNTY: COUNTY OF HIDALGO

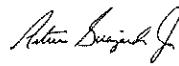

Sandra Claudia Hernandez, Owner

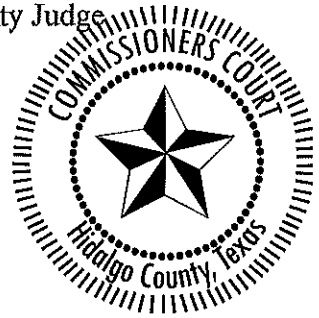

HON. Richard F. Cortez, County Judge

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

ATTEST:


HON. Victor M. Garza, Assistant District Attorney


Arturo Guajardo, Jr., County Clerk














Amendment #4 Body Pickup

Final Audit Report


2022-04-25

Created:	2022-04-21
By:	Tanya De Lira (tanya.delira@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8J589tSN5KkKsOOxPGnuHEs1kPm9rAVk


"Amendment #4 Body Pickup" History

-  Document created by Tanya De Lira (tanya.delira@co.hidalgo.tx.us)
2022-04-21 - 9:09:41 PM GMT
-  Document emailed to MONICA SALINAS (monica.salinas@co.hidalgo.tx.us) for approval
2022-04-21 - 9:13:04 PM GMT
-  Email viewed by MONICA SALINAS (monica.salinas@co.hidalgo.tx.us)
2022-04-21 - 10:04:53 PM GMT
-  Document approved by MONICA SALINAS (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2022-04-21 - 10:05:36 PM GMT - Time Source: server
-  Document emailed to Victor M. Garza (victor.garza@da.co.hidalgo.tx.us) for signature
2022-04-21 - 10:05:38 PM GMT
-  Email viewed by Victor M. Garza (victor.garza@da.co.hidalgo.tx.us)
2022-04-21 - 10:05:45 PM GMT
-  Document e-signed by Victor M. Garza (victor.garza@da.co.hidalgo.tx.us)
Signature Date: 2022-04-21 - 10:09:51 PM GMT - Time Source: server
-  Document emailed to Richard F Cortez (countyjudge@co.hidalgo.tx.us) for signature
2022-04-21 - 10:09:53 PM GMT
-  Email viewed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)
2022-04-21 - 10:12:47 PM GMT
-  Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)
Signature Date: 2022-04-22 - 7:55:21 PM GMT - Time Source: server
-  Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval
2022-04-22 - 7:55:23 PM GMT




 Email viewed by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)


2022-04-22 - 7:59:02 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2022-04-25 - 3:58:43 PM GMT - Time Source: server

 Document emailed to Arturo Guajardo Jr (arturo.guajardo@co.hidalgo.tx.us) for signature


2022-04-25 - 3:58:46 PM GMT

 Email viewed by Arturo Guajardo Jr (arturo.guajardo@co.hidalgo.tx.us)

2022-04-25 - 4:14:15 PM GMT

 Document e-signed by Arturo Guajardo Jr (arturo.guajardo@co.hidalgo.tx.us)


Signature Date: 2022-04-25 - 4:15:09 PM GMT - Time Source: server

 Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval


2022-04-25 - 4:15:11 PM GMT

 Email viewed by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

2022-04-25 - 4:53:12 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2022-04-25 - 4:53:35 PM GMT - Time Source: server

 Agreement completed.

2022-04-25 - 4:53:35 PM GMT





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

December 6th, 2021

Elite Transport and Clean- Up Services
elite.transport13@hotmail.com
3116 Kingsborough Ave.
McAllen, Texas 78504

Delivered via email:

Term: December 13, 2021 – December 12, 2022 **Attn:** Ms. Sandra Hernandez

**Re: Project No. 21-0937-JLC– Dead Body Pick Up and Transport Services
Extension 2 of 3 for Contract C-18-149-11-16**

Dear Ms. Sandra Hernandez,

This letter is to notify you that Hidalgo County has chosen the option to exercise the second **One (1) Year Extension** under the same rates, terms, and conditions with Elite Transport and Clean- Up Services for the above referenced project.

To proceed, please return the following to Hidalgo County Purchasing Department via email to jireh.lcabello@co.hidalgo.tx.us no later than **4 PM Tuesday December 7th, 2021**:

1. Form 1295 – filed with the Texas Ethics Commission and the Unsworn Declaration filled out
 - a. On box 3, please reference **21-0937**
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the agenda for Commissioners' Court approval on December 14, 2021. Failure to submit all items requested in a timely manner, may result in delay of award.

Sandra Claudia Torres Hernandez
Authorized Representative Name *Sandra C Torres Hernandez* Signature *12/8/21* Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Purchasing Department (956) 318-2626, extension 4868.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Director
P.P. Jireh Lira
Contract Specialist I

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 Transport & Clean Up Service
McAllen, TX United States

Certificate Number:
2021-830949

Date Filed:
12/08/2021

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

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.
21-0937
Human Remains Transport

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Torres, Sandra Claudia	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Sandra Claudia Torres Hernandez and my date of birth is 6/13/72
My address is 3116 Kingsborough Ave. McAllen Tx 78504
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 8th day of Dec., 2021
(month) (year)

Sandra C Torres Hernandez
Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2021

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).

PRODUCER PAUL PEREZ INSURANCE 1540 Dove Ave McAllen, TX 78504-3439	CONTACT NAME: PHONE (A/C. No. Ext): (956)687-9600		FAX (A/C. No): (956)687-9092
	E-MAIL ADDRESS: pperez@twfg.com		
INSURED SANDRA CLAUDIA HERNANDEZ dba Elite Transport & Cleanup Service 3116 Kingsborough Ave McAllen, Tx 78504	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Burlington Insurance Company		
	INSURER B : National Liability & Fire Insurance		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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"/> COMMERCIAL GENERAL LIABILITY	Y		411B522042	11/1/2021	11/1/2022	EACH OCCURRENCE	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 500,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 500,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 500,000
OTHER:								\$
B	AUTOMOBILE LIABILITY	Y		73APR401507	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$ 300,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$ 500,000
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$ 500,000
								\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE	\$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> 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)

Transporting bodies and/or remains

2007 Cadillac/Escalade ESV
 1GYFK66837R249171
 2008 Cadillac/Escalade ESV
 1GYFK66838R252685

CERTIFICATE HOLDER**CANCELLATION**

COUNTY OF HIDALGO
 100 N. Clossner
 Edinburg, Tx 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	11/17/2021	Department:	000 - Hidalgo County
Contract No.:	C-18-149-11-06	Effective Date:	11-16/2021
Description of Project:	Amendment to C-18-149-11-06		
Awarded Vendor:	Elite Transport and Clean-Up Service		
CC Approval on	11/16/2021	AI-	83269

Routing of documents:

- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: Victor Garza
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: Jireh Lira Cabello ext. 4868

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:


- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

**AMENDMENT TO CONTRACT BETWEEN THE COUNTY OF HIDALGO, TEXAS
AND ELITE TRANSPORTATION AND CLEAN-UP SERVICES
#C-18-149-11-06**

AT	11:47	FILED	O'CLOCK	A.	M.
NOV 22 2021					
GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS					
BY					DEPUTY

WHEREAS, COUNTY and Elite Transport and Clean-Up Services entered into a Service Agreement on November 06, 2018, for Dead Body Pickup and Transport Services, and;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

WHEREAS, due to ongoing COVID 19 Pandemic situation, the Parties now desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and Elite Transport and Clean-Up Services, effective as of the _____ day of _____ 2021, hereby agree to the following amendment to the Contract:

1. Section "3." of the Contract is hereby modified, amended, and or replaced as follows:

"... Hidalgo County at its sole discretion may elect the option to extend the contract for three (3) additional one (1) year extensions 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 modified by mutual written agreement of the parties, or unless this Contract is terminated pursuant to the provisions herein, whichever occurs first."

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. COUNTY and ELITE TRANSPORT AND CLEAN-UP SERVICE ratify and confirm the terms and provisions of the CONTRACT as amended herein.

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

COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez
HON. Richard F. Cortez, Hidalgo County Judge



By: [Signature]
HON. Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED BY
COMMISSIONERS COURT
ON: 11-16-21 MM

COMPANY: ELITE TRANSPORT AND CLEAN-UP SERVICE

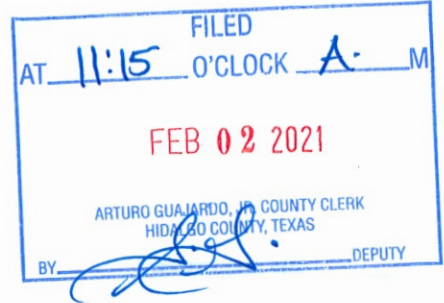
By: [Signature]
Sandra Claudia Hernandez, Owner

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: [Signature]
HON. Victor M. Garza, Assistant District Attorney

Approved By Commissioners Court On: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



**SECOND AMENDMENT TO
CONTRACT #C-18-149-11-06**

This **AMENDMENT** to the **CONTRACT** is made this 26th day of January of 2021 by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **ELITE TRANSPORT AND CLEAN-UP SERVICES** (the "COMPANY").

WHEREAS, County and Company entered into a Contract on November 06, 2018 (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 desire to amend the Contract as hereinafter provided.

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

1. Exhibit "A1"- Bid Page to now include fees for additional services, on an as needed basis and as attached hereto.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. COUNTY and ELITE TRANSPORT AND CLEAN-UP SERVICE ratify and confirm the terms and provisions of the Contract as amended herein.

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

HIDALGO COUNTY

By: Richard F. Cortez
Richard F. Cortez, County Judge



ATTEST:
By: Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

COMPANY: ELITE TRANSPORT AND CLEAN-UP SERVICE

By: Sandra C. Hernandez
Sandra C. Hernandez, 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: 1/26/21
APPROVED BY COMMISSIONERS' COURT

AMENDED EXHIBIT "A1"

BID PAGE

Hidalgo County

"Dead Body Pickup and Transport Services"

DESCRIPTION	PRICE
Transporting fee for decedent to and from (Roundtrip) Nueces County with final destination point at Hidalgo County Forensic Center Facility.	\$250.00 per decedent



2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date: 01/29/2021 Department: 000 - Hidalgo County
Contract No.: C-18-149-11-06 Effective Date: 01/26/2021
Description of Project: 2nd Amendment to C-18-149-11-06
Awarded Vendor: Elite Transport & Clean-up Services Project No. 2021-185
CC Approval on 01/26/2021 AI- 79254

Routing of documents:

- ✓ 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: Victor Garza
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: Yolanda Velasquez ext. 4881

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

January 26, 2021

1. AI-79245 A. Authority to advertise and publish a Request for Qualifications (RFQ-2021-184) for Forensic Pathologist for H.C. with approval of procurement packet [drafted and developed by HC/DA/Civil Section and Purchasing Dept.] with final approval as to legal form by HC/DA/Civil Section; (Audio Reference 2h:07m 03s)

On motion by COMMISSIONER PCT. 4, ELLIE TORRES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval on item 24.F.1.A.

Vote: 5 - 0 - Unanimously

B. Appointment/Designation of an Evaluation Committee to review, score and grade the submitted Statements of Qualifications pursuant to the criteria set forth in the RFQ [Request for Qualifications Packet]. (Audio Reference 2h:07m 30s)

Dina Trevino, with the Purchasing Department, stated that the prior committee required one member from each of the following departments: Sheriff's Office, District Attorney's Office, and the County Judge's Office.

On motion by COMMISSIONER PCT. 4, ELLIE TORRES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval to continue with the same requirement as stated above on item 24.F.1.B.

Vote: 5 - 0 – Unanimously

Executive Officer, Valde Guerra, stated for the record that an individual from the Executive office and the Purchasing Department, will be available to entertain any questions about the committee.

2. AI-79254 Acceptance and approval of 2nd Amendment to C-18-149-11-06 for the service of "Dead Body Pick-up and Transport Services" between Hidalgo County and Elite Transport and Clean-Up Service for further clarification of the out of county transporting fee for decedents. (Audio Reference 2h:08m 02s)

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval on item 24.F.2.

Vote: 5 - 0 – Unanimously

3. AI-79230 A. Approval of order for exemption from competitive bidding requirements under Texas Local Government code, Chapter/262.024 (a) (4), a professional service; (Audio Reference 2h:08m 28s)

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on item 24.F.3.A.

Vote: 5 - 0 - Unanimously

B. Pursuant to Government Code Title 10, Chapter 2254.002 & .003 /Professional Services Procurement Act , on the basis of demonstrated competence, acceptance and approval of contract C-21-183-01-26-with Dr. Fulgencio P. Salinas, M.D./forensic pathologist for the provision of autopsies & related services as drafted and developed by the Purchasing Dept. subject to HC/DA/Civil Section final review as to legal form. (Audio Reference 2h:08m 46s)

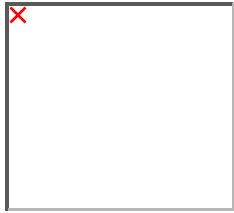
On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on item 24.F.3.B.

SPECIAL MEETING - December 8, 2020

BE IT REMEMBERED, that on this 8th day of December A.D., 2020, 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 RICHARD F. CORTEZ	HIDALGO COUNTY JUDGE
HONORABLE DAVID FUENTES	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE ELIIE TORRES	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 CONSENT
COMMISSIONERS' COURT
December 8, 2020
10:00A.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:

**NOTICE TO THE PUBLIC
CONSENT AGENDA**

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. (Audio Reference 13m:09s)

Valde Guerra requested that Consent Agenda items 10.A.1 & 2. and 11.B be pulled for further discussion.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval of the Consent Agenda, excluding items 10.A.1 & 2. and 11.B.

Vote: 4 - 0 -Unanimously

The court proceeded to Consent Agenda items 10.A.1 & 2. and 11.B for further discussion. (Audio Reference 13m:40s)

1. AI-78450 **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

11.

Purchasing Dept - Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. AI-78601 County Wide:
 Requesting authority to exercise 1st and final one (1) year extension under the same rates, terms, and conditions, with Elite Transport Clean-up service as provided in the current contract agreement C-18-149-11-06 Hidalgo County Dead Body Pickup and Transport Service subject to compliance with sam.gov.

B. AI-78610 Approval of Payment Application No. 1 in the amount of \$10,809.00 as submitted by the project engineer, SAMES, for Testing/Bio-Safety Laboratory Facility Project as certified by project construction manager, B2Z Engineering, through Contract# C-20-183-07-21. (Audio Reference 14m:10s)

Valde Guerra stated that there would be no action taken on item 11.B. this week.

The Court proceeded to Regular Agenda item 5 - Open Forum. (Audio Reference 14m:20s)

C. AI-78540 Authority to advertise and approve procurement packet as attached hereto for Hidalgo County, Project No: 2020-546 "Licensed Professional Counseling Services for Sex Offender Treatment" including re-advertising, if necessary.

D. AI-78595 Approval of Application for Payment No. 5 in the amount of \$370,938.62 for the Pct 1 M6W (M9-M11) Project submitted by contractor, Texas Cordia Construction, LLC.

E. AI-78593 Pct. #1:
 Acceptance and approval of payment app. #9 in the amount of \$58,044.51 submitted by Sam Engineering and Surveying for the Pct. #1 Mile 6 West Road (Mile 9 to Mile 11) project.



2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
Fax: (956) 292-7612
www.co.hidalgo.tx.us/purchasing

November 24, 2020

Hidalgo County via email: elite.transport13@hotmail.com
Elite Transport Clean-up Services.
Attn: Sandra Claudia Hernandez
3116 Kingsborough Ave.
McAllen, Texas 78504

Re: Original Contract No. C-18-149-11-06/ New Extension No. E-20-375
Hidalgo County – “Dead Body Pickup and Transport Service”

Dear Sandra Hernandez:

Be advised, that County has chosen the option to exercise the **EXTENSION** under the same rates, terms and conditions with your company for the referenced project. However in order to proceed with the approval of the extension, the County is required, as of January 1, 2016, to comply with 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 before the County may enter into a contract with the business entity.

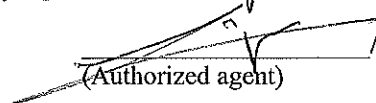
In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the No.: **E-2020-375**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed an “*unsworn declaration*” and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to Commissioners Court, the signed an “*unsworn declaration*” Form 1295 must be received in our office completed by no later than Monday November 30, 2020 at 9:00am. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed an “*unsworn declaration*” 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: Jaime.rivas@co.hidalgo.tx.us by no later than date reflected above.

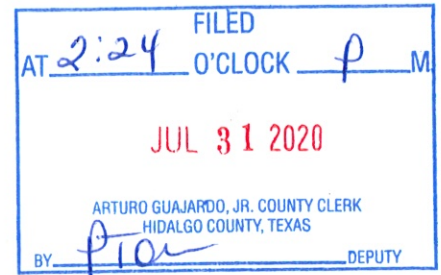
By: Juan Lopez

/ (Signature)
(Authorized agent)

Date: 12-04-2020

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,
Jaime Rivas
Jaime Rivas
Hidalgo County Purchasing Department

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



**AMENDMENT TO
CONTRACT #C-18-149-11-06**

This **AMENDMENT** to the **CONTRACT** is made this **28TH** day of **JULY, 2020** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **ELITE TRANSPORT AND CLEAN-UP SERVICES** ("Company").

WHEREAS, COUNTY and Elite Transport and Clean-Up Services entered into a Service Agreement on November 06, 2018, for Dead Body Pickup and Transport Services, and;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

WHEREAS, due to ongoing COVID 19 Pandemic situation and overflow of fatalities, the Parties now desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and Elite Transport and Clean-Up Services hereby agree to the following amendment to the Contract:

"As consideration for the services of fatalities related to COVID-19 to be rendered by the Company, as identified in Exhibit "A", attached hereto, County agrees to provide Company PPE supplies (including but not limited to., body bags, masks, gloves, face shields and shoe covers) as needed as long as COVID19 is ongoing with vendor providing supporting documentation from hospitals of proof of death by relations to COVID-19 and pay the fees as outlined in Exhibit "B-1" Fee Schedule, which is attached to and made a part of this contract.

1. Exhibit B shall be modified to reflect the changes.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. COUNTY and ELITE TRANSPORT AND CLEAN-UP SERVICE ratify and confirm the terms and provisions of the CONTRACT as amended herein.

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

HIDALGO COUNTY

By: Richard F Cortez
Hon. Richard F. Cortez, County Judge

ATTEST:

By: Arturo Guajardo, Jr.
Hon. Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 7/28/20

COMPANIMENT TRANSPORT AND CLEAN-UP SERVICE

By: Sandra Claudia Hernandez
Sandra C. Hernandez, Owner

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

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

Approved By Commissioners Court On: 7/28/20

EXHIBIT-“B-1”
BID PAGE
Hidalgo County
“Dead Body Pickup and Transport Services”

VENDOR: **Elite Transport and Pick-up Service**

Pickup & Transporting Fee Per COVID-19 Decedent	PRICE
Pickup/Transporting fee for COVID-19 decedent human bodies and/or remains from locations <u>within</u> Hidalgo County	\$ <u>225.00</u>

AGENDA ITEM BRIEFING

Commissioners Court – July 28, 2020

AI Number: 76612

Project Number: 2020-442

Information: Amendment to Agreement for service of Dead Body Pickup and Transport Services.

Description of AI: Requesting approval of the amendment to contract C-18-149-11-06.

Funding Source: CARES Act Relief Fund

Acct. # 0-1287-441-42-115-096-0-350

Requested by: Ricardo Saldaña, EM Coordinator

Department: Emergency Management

Prepared by: Yolanda Velasquez, Contract Specialist II

Department: Purchasing Department

BACKGROUND

On March 17, 2020, pursuant to the authority under Texas Government code Section 418.108, Hidalgo County Judge Richard Cortez issued a Declaration of Local Disaster for Public Health Emergency due to the imminent threat arising from the Coronavirus (COVID-19). On March 22, 2020, in accordance with Texas Government Code Section 418.408(b), the Commissioners' Court of Hidalgo County issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency that affirmed the activation of the Hidalgo County Emergency Management Plan and extends the Declaration of Local Disaster.

Hidalgo County in response to the COVID-19 pandemic is experiencing an unprecedented increase in COVID-19 related deaths thus prompting the need to expand the current services for Dead Body Pickup and Transport Services.

The 2010 Census has indicated that Hidalgo County has a low to moderate income level of 54.76% and the Texas Department of State Health Services estimates Hidalgo County's population to be 1,005,539. With this large impoverished population, but limited lab testing capacity, the detection, mitigation, and response to COVID-19 has been largely impacted. Current public health directive emphasizing the importance of preventing and mitigating the spread of COVID-19; however, given our current trend, we are projected to continue to average 35 COVID related deaths per day.

COMPLIANCE

In compliance with the national preparedness goal under the Presidential Policy Directive (PPD-8), the Homeland Security Presidential Directives 5 (HSPD-5) and the Centers for Disease Control

and Prevention, Public Health Emergency Preparedness and Response Capability 12 and pursuant to the Order of Continuance of Declaration of Local Disaster for Public Health Emergency that affirmed the activation of the Hidalgo County Emergency Management Plan and extends the Declaration of Local Disaster, requests the Court's approval for the necessary property lease agreement to address the ongoing COVID-19 pandemic public health emergency.

ADMINISTRATION

Approval of this item is consistent with Hidalgo County's response to COVID-19 and fatality management while continuing to provide necessary services to Hidalgo County residents in safe, clean, hygienic environment.

AGENDA ITEM CAPTION

A. Discussion, consideration, and action to approve a necessary CARES Act Relief Fund expenditure to cover cost not accounted for in the current budget and cannot be lawfully funded by a line item, allotment or allocation, for the unforeseen increase in fatalities creating the necessity to expand dead body pickup and transport, in order to assist with County functions related to the medical and public health measures addressing the ongoing COVID-19 public health emergency; the Court having reviewed the Agenda Item Briefing, herein finds that such expenditure is necessary for the intended use.;

B. Acceptance and approval of a short-term "Amendment" [subject to legal counsel legal review/approval as to legal form] to agreement #C-18-149-11-06 for the services of: "Dead Body Pickup and Transport Services" between Hidalgo County and Elite Transport and Clean-Up Service prompted directly by the COVID-19 pandemic creating a need for Emergency Fatality Management measures in order to maintain county public health operations.

RECOMMENDATIONS

Approval of the item will allow Hidalgo County to continue to respond to the current public health emergency of COVID-19. As previously stated, we are projected to continue to average 35 COVID related deaths per day, thus it is deemed a reasonable and necessary expenditure related to the County's COVID-19 Public Health Response. Expenditures will be charged to the Coronavirus Aid, Relief, and Economic Security (CARES) Act and/or other assistance available to address the COVID-19 public health emergency.

Attachments:

- Amendment
- Legal Approval
- Agenda Item Briefing

**AI-76612
CC REGULAR AGENDA REGULAR MTG**

**Purchasing Department 18. A. 1.
Hidalgo County**

Meeting Date: 07/28/2020

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

CAPTION

A. "Discussion, consideration, and action to approve a necessary CARES Act Relief Fund expenditure to cover cost not accounted for in the current budget and cannot be lawfully funded by line item, allotment or allocation, for the unforeseen increase in fatalities creating the necessity to expand dead body pickup and transport in order to assist with County functions related to the medical and public health measures addressing the ongoing COVID-19 public health emergency: the Court having reviewed the Agenda Item Briefing herein finds that such expenditure is reasonable and necessary for the intended use";

B. Acceptance and approval of a short term "Amendment" [subject to legal counsel legal review/approval as to legal form] to agreement #C-18-149-11-06 for the services of: "Dead Body Pickup and Transport Services" between Hidalgo County and Elite Transport and Clean-Up Service prompted directly by the COVID-19 Pandemic creating a need for Emergency Fatality Management measures in order to maintain county public health operations.

BACKGROUND

Fiscal Impact

CALENDAR YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

CARES Act Relief Funds

Attachments

briefing

LEGAL

AMENDMENT

1295 request

Form Review

Inbox

Reviewed By

Date

Purchasing - Internal

Marty Salazar

07/24/2020 06:12 PM

Final Approval

Monica Salinas

07/24/2020 10:00 PM

Form Started By: Yolanda Velasquez

Started On: 07/24/2020 04:00 PM

Final Approval Date: 07/24/2020



2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>07/30/2020</u>	Department:	<u>Select Department Hidalgo</u>
Contract No.:	<u>C-18-149-11-06</u>	Effective Date:	_____
Description of Project:	<u>(Project No 2020-442) Dead Body Pickup & Transport Services</u>		
Awarded Vendor:	<u>Elite Transport and Clean-Up Services</u>		
CC Approval on	<u>07/28/2020</u>	AI-	<u>76612</u>

Routing of documents:

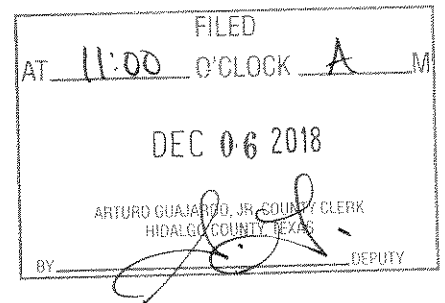
- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: Victor M. Garza
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: Yolanda Velasquez ext. 4881

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §



**SERVICE CONTRACT
C-18-149-11-06**

THIS CONTRACT is made and entered into this eleventh **6th Day** of **November, 2018** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), **Elite Transport and Clean - Up Service** ("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 contract to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use

proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of two years effective **December 13, 2018** and ending on **December 12, 2020**. Hidalgo County at its sole discretion may 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, County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. County agrees to pay Company for Services based on the prices set out in Exhibit "B". Company shall render invoices for Services, and the invoices shall be paid by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. 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.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. 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.

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

12. 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.

13. 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., 2nd Floor
Edinburg, Texas 78539

If to Company: Elite Transport & Clean-Up Services
3116 Kingsborough Ave.
McAllen, TX. 78504

14. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. 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 thirty (30) day's written notice prior to cancellation.

16. The Contract may be terminated without cause upon thirty (30) days written notice by County.

17. This Contract 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 Contract.

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

19. **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 Contract, County may terminate this Contract upon thirty (30) days written

notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County.

20. **Immunities:** Nothing in this Contract 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.

21. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/contract.

22. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

WITNESS our hands in duplicate originals this _____ day of _____, 2018.

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

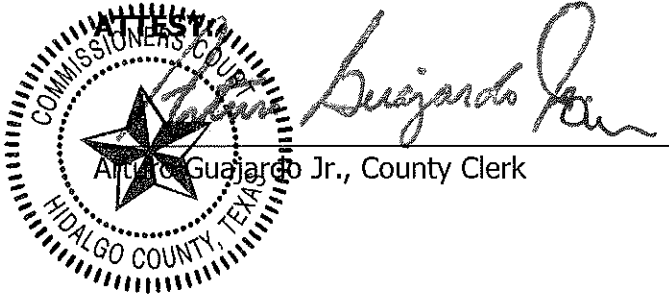
APPROVED BY
COMMISSIONERS' COURT
ON: 11/6/18 *RS*

COMPANY: Elite Transport & Clean-Up Service

By: [Signature]

Printed Name: Juan Lopez

Title: Co-Owner



APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By: [Signature]
Victor M. Garza
Assistant District Attorney

APPROVED BY COMMISSIONES COURT: 11/6/18

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



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

August 20, 2018

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Bids -"Dead Body Pickup and Transport Services"
RFB No: 2018-149-09-05-SGS

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bid (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4860.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs
Enclosures



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

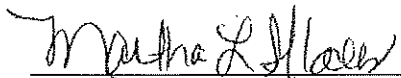
**REQUEST FOR BIDS
 HIDALGO COUNTY
 "DEAD BODY PICKUP AND TRANSPORT SERVICES"
 (all funding sources, programs & entities)
 RFB NO: 2018-149-09-05-SGS**

TABLE OF CONTENTS

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1.	Request For Sealed Bids Letter	1
2.	Table of Contents	1
3.	Request for Bids, Legal Notice	9
4.	Exhibit A, Specifications	4
5.	Exhibit B, Bid Page	2
6.	Exhibit C, Insurance Requirements	4
7.	Exhibit D, (CIQ) Conflict of Interest Questionnaire	2
8.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
9.	Exhibit F, Certification Regarding Debarment	1
10.	Exhibit G, Title VI Appendices "A" through "E"	6
11.	RFB Submittal Checklist	1
12.	Draft Agreement	9

The above mentioned items shall be found in this Request for Bids - (RFB) - packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact The Purchasing Dept. by calling (956) 318-2626, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.



 Martha L. Salazar, CPPB
 Hidalgo County Purchasing Agent

August 20, 2018
 Date

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

“DEAD BODY PICKUP AND TRANSPORT SERVICE”

BID OPENING DATE

SEPTEMBER 05, 2018

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - 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 SERVICE (all funding sources, programs & entities)"** 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 bidders name and return address clearly typed and or/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 No.: 2018-149-09-05-SGS "Hidalgo County (all funding, programs & entities) "DEAD BODY PICKUP AND TRANSPORT SERVICE"** and at County's Purchasing Department with a physical address; 2802 S. Business Hwy 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, on or before 9:30 A.M, Wednesday, Month 00, 2018. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB 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 WITH REFERENCE TO **"HIDALGO COUNTY (all funding, programs & entities) -"DEAD BODY PICKUP AND TRANSPORT SERVICE" - RFB No.: 2018-149-09-05-SGS.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1. Legal Notice (See page 9);
 2. Bid Page- (See Exhibit "B");
 3. Insurance pages with Acknowledgment Forms (See Exhibit "C");
 4. Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");
 5. Vendor Bidder Application & W-9 forms (See Exhibit "E");
 6. Certification Regarding Debarment (See Exhibit "F"); and
 7. SAMS.gov Registration Acknowledgement (See Number 17 below).
- 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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.
 - 4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item 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. 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.
- 6) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
- 7) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
- 8) 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.
- 9) County reserves the right to accept or reject any or all Bids.
- 10) Costs are to be net F.O.B., County Prepaid.
- 11) 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.
- 12) 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.
- 13) 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.

14) 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

15) 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 (if any)
 - d) Notation-“Hidalgo County (all funding sources, programs & entities)-RFB No.: 2018-149-09-05-SGS -“**DEAD BODY PICKUP AND TRANSPORT SERVICES**” Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - e) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.
 - Contact person for Billing and Payment questions:

Hidalgo County Auditor’s Office
 2808 S. Business Hwy 281
 Edinburg, TX 78539
 (956) 318-2511

16) SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	<u>SEPTEMBER 05, 2018</u>
Award of Contract	_____, 2018
Commence Work or Deliver Products	_____, 2018

17) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.
- Appendix II to CFR 200-Contract Provisions: Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.
- 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.

18) TITLE VI NOTICE/ NONDISCRIMINATION

- a) "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- b) The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances-Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as Exhibit "G".
- c) Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

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.

NOTICE:

All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo county purchasing department.

20) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, 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.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closser, Edinburg, Texas 78539 - Hidalgo County Courthouse.

Completion and submission of form CIQ is the sole responsibility of the prospective respondent. Questions regarding compliance should be directed to your legal counsel.

22) CERTIFICATE OF INTERESTED PARTIES (FORM HB 1295)

- As of January 1, 2016, to comply with Texas Government Code Section §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, we have updated and revised our RFB packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2018-149), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, filled out, signed and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to sandy.suarez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit a completed Form 1295 may result in the delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

The awarded vendor will have thirty (30) days from the date the Hidalgo County Commissioner's court approves this agreement, to submit the signed Form 1295. Hidalgo County cannot enter into a contract until Form 1295 is submitted.

23) Effective September 1, 2017, the Texas Government Code was amended to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel, which provides that a state agency and a political subdivision may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Gov't Code Sections 2270.001(1) & 808.001(1) as amended, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By accepting this contract and/or purchase order, the Company/Vendor verifies that it does not Boycott Israel, and agrees that during the term of this contract/agreement will not Boycott Israel as that term is defined in the Texas Government Code.

24) 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 the County.

- 25) Bids, and all goods and services provided hereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
- 26) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
- 27) 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.
- 28) 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.
- 29) 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.
- 30) 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.
- 31) 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.

32) 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.

33) 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.

REQUEST FOR BID LEGAL NOTICE
For
HIDALGO COUNTY
(all funding sources, programs & entities)
“DEAD BODY PICKUP AND TRANSPORT SERVICE”
RFB No.: 2018-149-09-05-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal 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,

Firm: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Dead Body Pickup and Transport Services"
RFB No.: 2018-149-09-05-SGS

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 award 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 by no later than **Monday, August 27 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, August 29, 2018.**

EXHIBIT-"B"

BID PAGE

Hidalgo County

"Dead Body Pickup and Transport Services"

RFB №: 2018-149-09-05-SGS

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. Services and fees subject to all required paperwork and/or acceptable documentation signed by the Justice of the Peace "JP" and/or the Investigating Agency.

Pickup & Transporting Fee Per Decedent to the Hidalgo County Morgue Facility	PRICE
Pickup/Transporting fee for decedent human bodies and/or remains from locations <u>within</u> Hidalgo County	\$ _____
Pickup/Transporting fee for decedent human bodies and/or remains from locations <u>outside</u> Hidalgo County	\$ _____
Cancellation fees - <u>within</u> or <u>outside</u> Hidalgo County	\$ _____ Inside County
	\$ _____ Outside County
Fee for extra travel - (i.e. forgotten decedents personal effects and/or required documents etc.)	\$ _____

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

LIST VEHICLES TO BE USED FOR TRANSPORT:

VEHICLES	YEAR	MAKE	MODEL	VIN NO. #
1.				
2.				
3.				
4.				
5.				
6.				

EXHIBIT-"B"

BID PAGE

Hidalgo County

"Dead Body Pickup and Transport Services"

RFB No: 2018-149-09-05-SGS

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
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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 naming County as an **additional insured** shall 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 03/11/11

ACORD		CERTIFICATE OF INSURANCE	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.	
		INSURERS AFFORDING COVERAGE	
INSURED		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	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MED (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROF				PERSONAL AND ADJ INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				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				
C	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU. <input type="checkbox"/> OTHER POLICY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYER \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

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 BE 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 Requirements 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. Bond (if applicable) _____.
- 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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ Authorized Signature	_____ Date
_____ Company	
_____ Address	
_____ City, State, Zip	

THIS FORM MUST ACCOMPANY BID PACKET

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ()	
dba Name:		
Legal Name:		
Mailing Address :	Fax No. ()	
Physical Address:		
City, State, Zip	Tax I.D. No.	
Remit to Address :	City, State, Zip	
E-Mail Address:		
Representative(s) Name(s) & Title(s)		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify		
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. _____		
State of Incorporation: _____ Date: _____ Other: _____		
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify		
<u>Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:</u>		
<u>Small and/or Disadvantaged Business Information (check application criteria)</u>		
<u>Small Business:</u> _____ <u>Disadvantaged Business (At Least 51% Ownership)</u> _____		
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:		<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate Certification No.(s): _____ or are Certificate(s) attached?:		<input type="checkbox"/> Yes <input type="checkbox"/> No
What type of product(s) is/are solicited by your company?:		
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.:		

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)

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:

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:

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																					
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note, if you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. 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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.
Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession
- 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

² 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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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 regulated 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA office or get this form online at 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 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 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 6 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 6 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 ⁴
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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ 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.
² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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 2.

*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, 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 1-800-908-4480 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.fta.gov/idtheft or 1-877-IDTHEFT (1-877-488-4338).

Visit 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 3408, 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.

EXHIBIT "G"
TITLE VI
APPENDICES

Revised title to include "Title VI"
09/05/17 as requested by Hidalgo County District Attorney's Office-Civil Section

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal, or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



HIDALGO COUNTY
(all funding sources, programs & entities)
REQUEST FOR BIDS
“DEAD BODY PICKUP AND TRANSPORT SERVICES”
RFB No.: 2018-149-09-05-SGS

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this Bid response:

- _____ Page 9 of Legal Notice
- _____ Exhibit “B” Bid Page
- _____ Exhibit “C” Insurance and Project Acknowledgement forms
- _____ Exhibit “D” CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)
- _____ Exhibit “E” Vendor Bidder Applications and IRS form W-9
- _____ Exhibit “F” Certification Regarding Debarment
- _____ Required SAMS.gov Registration Acknowledgement www.sam.gov (provide DUNS No./ or copy of dashboard)
- _____ 1 Original, 3 Copies of Bids, as per Legal Notice, page 1, second paragraph.

EXHIBIT "B"

VENDOR'S BID

EXHIBIT-"B"
BID PAGE
Hidalgo County
"Dead Body Pickup and Transport Services"
RFB No: 2018-149-09-05-SGS

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. Services and fees subject to all required paperwork and/or acceptable documentation signed by the Justice of the Peace "JP" and/or the Investigating Agency.

Pickup & Transporting Fee Per Decedent to the Hidalgo County Morgue Facility	PRICE
Pickup/Transporting fee for decedent human bodies and/or remains from locations <u>within</u> Hidalgo County	\$ <u>100⁰⁰</u>
Pickup/Transporting fee for decedent human bodies and/or remains from locations <u>outside</u> Hidalgo County	\$ <u>150⁰⁰</u>
Cancellation fees - <u>within</u> or <u>outside</u> Hidalgo County	\$ <u>75⁰⁰</u> Inside County
	\$ <u>75⁰⁰</u> Outside County
Fee for extra travel - (i.e. forgotten decedents personal effects and/or required documents etc.)	\$ <u>50⁰⁰</u>

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

LIST VEHICLES TO BE USED FOR TRANSPORT:

VEHICLES	YEAR	MAKE	MODEL	VIN NO. #
1.	2003	Hummer	H2	5GRGN23U83H110017
2.	<i>2nd vehicle pending</i>			
3.				
4.				
5.				
6.				

EXHIBIT-"B"
BID PAGE
Hidalgo County
"Dead Body Pickup and Transport Services"
RFB №: 2018-149-09-05-SGS

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: Elite Transport + Clean-up Service
ADDRESS: 3116 Kingsbrough Avenue
CITY/STATE/ZIP CODE: McAllen, Texas 78504
PHONE & FAX NO'S: _____
CELLULAR NO: (956) 331-4117
E-MAIL ADDRESS: elite.transport13@hotmail.com
AUTHORIZED SIGNATURE: Sandra C. Hernandez
PRINTED NAME: Sandra Claudia Hernandez
TITLE: Owner

EXHIBIT "C"
INSURANCE REQUIREMENTS
INCLUDING BOND



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2018

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).

PRODUCER PAUL PEREZ INSURANCE 1540 Dove Ave McAllen, TX 78504-3439	CONTACT NAME: PHONE (A/C, No, Ext): (956)687-8940	FAX (A/C, No): (956)687-9092	
	E-MAIL ADDRESS: pperezlns@gmail.com		
INSURED SANDRA CLAUDIA HERNANDEZ dba Elite Transport & Cleanup Service 3116 Kingsborough Ave McAllen, Tx 78504	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Burlington Insurance Company		
	INSURER B : National Liability & Fire Insurance		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		411B521751	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		73APR370077	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 300,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED 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	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 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)

Transporting bodies and/or remains

2003 Hummer/HummerH2
 5GRGN23U83H110017
 2007 GMC
 03100043116145840

CERTIFICATE HOLDER COUNTY OF HIDALGO 100 N. Closser 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
---	--

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Affidavit of Sole Proprietor

Date: 10/5/18

Affiant: Sandra C. Hernandez

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Sandra C. Hernandez states She is a sole proprietor doing business as Elite Transport + CleanUp with Hidalgo County. Affiant will provide services for Hidalgo County under the Hidalgo County Purchase Order which will be approved upon receipt by the Hidalgo County Purchasing Department.

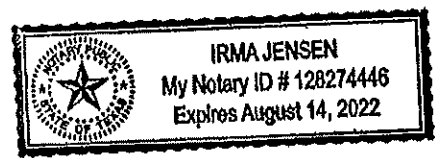
Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Further Affiant sayeth not. Sandra C. Hernandez

Printed Name of Affiant: Sandra C. Hernandez

SWORN AND SUBSCRIBED TO under oath before me on Oct. 5, 2018

Irma Jensen
Notary Public, State of Texas



Zimbra

sandy.suarez@co.hidalgo.tx.us

Re: Elite Transport Bond - Original Bid Bond

From : Paul Perez Insurance Agency
<staff.pperezins@gmail.com>

Wed, Nov 28, 2018 10:57 AM

Subject : Re: Elite Transport Bond - Original Bid Bond

To : sandy suarez
<sandy.suarez@co.hidalgo.tx.us>

Good morning Mrs. Suarez,

In talking with CNA Surety, company who underwrites the bonds, they email us the original copies now and we distribute to the customer. This is their new handling procedure.

If you have any further questions please don't hesitate to contact us.

Thank you,
Chris

On Tue, Nov 27, 2018 at 3:53 PM sandy suarez <sandy.suarez@co.hidalgo.tx.us> wrote:

Good Afternoon Mr. Perez,

In regards to the attached Bid Bond for Elite Transport and Clean-Up Service, I would like to request an Original copy please.
Your prompt response is greatly appreciated.

Thank you,
Sandy Suarez, Contract Specialist I
Hidalgo County Purchasing Department

From: "Paul Perez Insurance Agency" <staff.pperezins@gmail.com>

To: "sandy suarez" <sandy.suarez@co.hidalgo.tx.us>

Sent: Tuesday, November 27, 2018 12:09:06 PM

Subject: Re: Elite Transport Bond

Good morning Mrs. Suarez,

Here is the complete bond for Elite Transport and Cleanup. If you have any questions please let me know.

Thank you,
Chris



Western Surety Company

DISHONESTY BOND RIDER

It is hereby mutually agreed and understood by and between the Insured and WESTERN SURETY COMPANY that the following sections of policy forms 1432, 1650 and 1651 are hereby amended as follows:

SECTION 9 is amended to read as follows:

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 or 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 any remainder shall be applied to the reimbursement of the Company.

SECTION 5 is amended by **adding** the following paragraph:

The amount to be paid under the terms of this bond will be the amount of restitution required by the court in the criminal proceedings subject to the amount of the bond. No additional payments will be made under the terms of this bond unless the Insured presents evidence beyond a reasonable doubt that the employee was guilty of a crime causing a loss greater than that for which the court has required restitution. The Insured shall have the burden of proof. The degree of proof that is required is found in Vernon's Texas Statutes Annotated, Code of Criminal Procedure, Article 38.03.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditons of the bond, except as herein above set forth.

Signed this 27th day of November, 2018.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



Western Surety Company

CUSTOMER/SUBSCRIBER ADDITIONAL INSURED RIDER

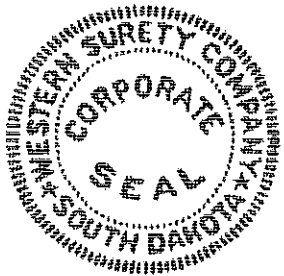
In the event that the Insured's Customer or Subscriber shall sustain a **direct** loss by reason of the fraudulent or dishonest act or acts (as defined in the section entitled Fraudulent or Dishonest Act) committed by the Insured; or any partner of the Insured, if a partnership; or any member of the Insured, if a limited liability company; then and only then, the Insured shall be considered an Employee and the Customer or Subscriber an additional Insured, subject to all terms and conditions thereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond except as hereinabove set forth.

This Rider becomes effective on the 1st day of December, 2018, at 12:00 o'clock night, standard time.

Attached to and forming part of bond No. 72099797, issued by WESTERN SURETY COMPANY OF SIOUX FALLS, SOUTH DAKOTA, to Sandra C. Hernandez dba Elite Transport & Cleanup Service.

Signed this 27th day of November, 2018.



WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com

TO THE INSURED:

Enclosed is the FIDELITY or DISHONESTY BOND you requested. You have now taken the first step toward protecting yourself from potential losses due to embezzlement by employees.

To more completely protect yourself, you should make sure your business has the following four internal controls:

1. An ANNUAL AUDIT, preferably by someone outside the business.
2. Someone other than the bookkeeper RECONCILE THE BANK STATEMENT every month.
3. Require TWO SIGNATURES ON EVERY CHECK.
4. Require every employee to TAKE A VACATION every year.

With these controls and a bond, the likelihood of an embezzlement loss to your business is substantially reduced.

Sincerely,

Paul T. Bruflat
Senior Vice President

Enclosure

NOTICE TO INSUREDS ON DISHONESTY BONDS (FOR ANY TYPE OF BUSINESS).

To protect you and your employees against unjustified allegations of dishonesty, the employee must be convicted before coverage will apply.

IMPORTANT NOTICE

- 1 To obtain information or make a complaint:
- 2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.
- 3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

- 4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

- 5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

- 6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Western Surety Company

DISHONESTY BOND (FOR ANY TYPE OF BUSINESS)

Bond No. 72099797

In consideration of the agreed premium, Western Surety Company, a South Dakota corporation (the "Surety"), hereby agrees to indemnify Sandra C. Hernandez dba Elite Transport & Cleanup Service
3119 Kingsborough Ave., McAllen, TX 78504

(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, the amount of indemnity on each of such Employees being _____

Ten Thousand and 00/100 DOLLARS (\$10,000.00).

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

TERM OF BOND:

SECTION 1. The term of this bond begins with the 1st day of December, 2018, standard time, at the address of the Insured above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

EXCLUSION:

SECTION 2. 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 policy 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 policy. 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 policy.

DISCOVERY PERIOD:

SECTION 3. 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 prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 10, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:

SECTION 4. 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.

FRAUDULENT OR DISHONEST ACT:

SECTION 5. 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.

MERGER OR CONSOLIDATION:

SECTION 6. 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 Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 7. 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 Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 8. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 5 and which occur partly under this bond and partly under other bonds or policies issued by the Surety 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 Surety 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.

SALVAGE:

SECTION 9. 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 or indemnity taken by or for the benefit of the Surety, 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 Surety.

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 10. 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 Surety of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 11. 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 Surety or by the Surety upon the Insured, or sent by mail. Such date, if served by the Surety, shall be not less than ten days after such service, or if sent by the Surety by mail, not less than fifteen days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice. The Surety shall refund to the Insured the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Insured.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 12. 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 said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond.

LOSS—NOTICE—PROOF—LEGAL PROCEEDINGS:

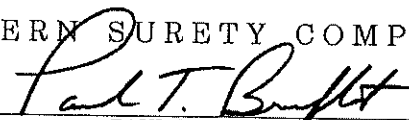
SECTION 13. At the earliest practical moment, and at all events not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Insured, or by any partner or officer thereof not in collusion with such Employee, the Insured shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety 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.

PART-TIME OR TEMPORARY EMPLOYEES:

SECTION 14. 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.

SIGNED, SEALED AND DATED November 27th, 2018.

WESTERN SURETY COMPANY


PAUL T. BRUFLAT, VICE PRESIDENT



Western Surety Company

DISHONESTY BOND RIDER

It is hereby mutually agreed and understood by and between the Insured and WESTERN SURETY COMPANY that the following sections of policy forms 1432, 1650 and 1651 are hereby amended as follows:

SECTION 9 is amended to read as follows:

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 or 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 any remainder shall be applied to the reimbursement of the Company.

SECTION 5 is amended by adding the following paragraph:

The amount to be paid under the terms of this bond will be the amount of restitution required by the court in the criminal proceedings subject to the amount of the bond. No additional payments will be made under the terms of this bond unless the Insured presents evidence beyond a reasonable doubt that the employee was guilty of a crime causing a loss greater than that for which the court has required restitution. The Insured shall have the burden of proof. The degree of proof that is required is found in Vernon's Texas Statutes Annotated, Code of Criminal Procedure, Article 38.03.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond, except as herein above set forth.

Signed this 27th day of November, 2018.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



Western Surety Company

CUSTOMER/SUBSCRIBER ADDITIONAL INSURED RIDER

In the event that the Insured's Customer or Subscriber shall sustain a direct loss by reason of the fraudulent or dishonest act or acts (as defined in the section entitled Fraudulent or Dishonest Act) committed by the Insured; or any partner of the Insured, if a partnership; or any member of the Insured, if a limited liability company; then and only then, the Insured shall be considered an Employee and the Customer or Subscriber an additional Insured, subject to all terms and conditions thereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond except as hereinabove set forth.

This Rider becomes effective on the 1st day of December, 2018, at 12:00 o'clock night, standard time.

Attached to and forming part of bond No. 72099797, issued by WESTERN SURETY COMPANY OF SIOUX FALLS, SOUTH DAKOTA, to Sandra C. Hernandez dba Elite Transport & Cleanup Service.

Signed this 27th day of November, 2018.



WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-8053
Fax 1-805-335-0357
www.cnasurety.com

TO THE INSURED:

Enclosed is the FIDELITY or DISHONESTY BOND you requested. You have now taken the first step toward protecting yourself from potential losses due to embezzlement by employees.

To more completely protect yourself, you should make sure your business has the following four internal controls:

1. An ANNUAL AUDIT, preferably by someone outside the business.
2. Someone other than the bookkeeper RECONCILE THE BANK STATEMENT every month.
3. Require TWO SIGNATURES ON EVERY CHECK.
4. Require every employee to TAKE A VACATION every year.

With these controls and a bond, the likelihood of an embezzlement loss to your business is substantially reduced.

Sincerely,

Paul T. Bruflat
Senior Vice President

Enclosure

NOTICE TO INSUREDS ON DISHONESTY BONDS (FOR ANY TYPE OF BUSINESS).

To protect you and your employees against unjustified allegations of dishonesty, the employee must be convicted before coverage will apply.

Figure: 28 TAC §1.601(a)(3)

IMPORTANT NOTICE

- 1 To obtain information or make a complaint;
- 2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.
- 3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

- 4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

- 5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

- 6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al número de teléfono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para información o para someter una queja al:

1-800-331-6053

Usted también puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

Western Surety Company

DISHONESTY BOND (FOR ANY TYPE OF BUSINESS)

Bond No. 72099797

In consideration of the agreed premium, Western Surety Company, a South Dakota corporation (the "Surety"), hereby agrees to indemnify Sandra C. Hernandez dba Elite Transport & Cleanup Service
3119 Kingsborough Ave., McAllen, TX 78504

(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, the amount of indemnity on each of such Employees being _____

Ten Thousand and 00/100 DOLLARS (\$10,000.00).

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

TERM OF BOND:

SECTION 1. The term of this bond begins with the 1st day of December, 2018, standard time, at the address of the Insured above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

EXCLUSION:

SECTION 2. 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 policy 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 policy. 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 policy.

DISCOVERY PERIOD:

SECTION 3. 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 prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 10, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:

SECTION 4. 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.

FRAUDULENT OR DISHONEST ACT:

SECTION 5. 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.

MERGER OR CONSOLIDATION:

SECTION 6. 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 Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 7. 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 Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 8. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 5 and which occur partly under this bond and partly under other bonds or policies issued by the Surety 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 Surety 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.

SALVAGE:

SECTION 9. 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 or indemnity taken by or for the benefit of the Surety, 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 Surety.

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 10. 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 Surety of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 11. 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 Surety or by the Surety upon the Insured, or sent by mail. Such date, if served by the Surety, shall be not less than ten days after such service, or if sent by the Surety by mail, not less than fifteen days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice. The Surety shall refund to the Insured the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Insured.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 12. 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 said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond.

LOSS—NOTICE—PROOF—LEGAL PROCEEDINGS:

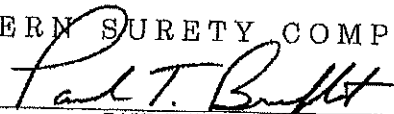
SECTION 13. At the earliest practical moment, and at all events not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Insured, or by any partner or officer thereof not in collusion with such Employee, the Insured shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety 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.

PART-TIME OR TEMPORARY EMPLOYEES:

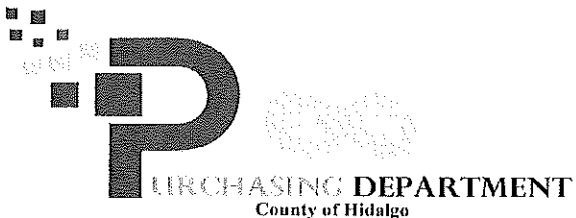
SECTION 14. The named Insured shall not at any time while this bond is in force direct any temporary or part-time Employee(s) to any subscriber's premises unless such Employee(s) is accompanied by a foreman who is in the regular employ of the Insured.

SIGNED, SEALED AND DATED November 27th, 2018.

WESTERN SURETY COMPANY



PAUL T. BRUPLAT, VICE PRESIDENT



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

HIDALGO COUNTY PURCHASING DEPARTMENT

LETTER OF TRANSMITTAL

TO: District Attorney's Office

DATE: November 30, 2018

ATTN: Mr. Victor Garza

FROM: Sandy Suarez, Contract Specialist I

REG: C-18-149-11-06 – Execution Process - “Dead Body Pickup & Transport Service” Hidalgo County

COPIES	DESCRIPTION
1 Original	C-18- 149-11-06 – Elite Transport & Clean-Up Service

THESE ARE TRANSMITTED FOR THE REASONS, AS CHECKED BELOW:

- AS REQUESTED
- FOR SIGNATURES AND RECOMMENDATION
- FOR SIGNATURES
- OTHER - Execution process of Original Contract

LETTER OF TRANSMITTAL

PROJECT NAME: Hidalgo County-- “Dead Body Pick up & Transport Services”

- AS REQUESTED
- FOR SIGNATURES AND RECOMMENDATION
- FOR SIGNATURES
- OTHER: Please return to: Sandy Suarez, Contract Specialist I, Purchasing Department