



REQUEST FOR BID

BID NO. 22-107

Transportation of Deceased and Cremation Services

SEALED BIDS TO BE SUBMITTED BEFORE:

Tuesday, March 8, 2022, 2:00pm CST

TO THE:

BRAZOS COUNTY

PURCHASING DEPARTMENT

200 S. Texas Ave. Suite 352

Bryan, TX 77803

Phone: (979) 361-4290

Fax: (979) 361-4293

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the bid. Any such contact will be grounds for rejection of the Respondent's bid.

In compliance with this solicitation, the undersigned Respondent(s) having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material and/or services listed on the attached Bid Form and agrees to deliver said items at the locations and for the prices set forth on the Bid Form.

Company Name: Hillier Funeral Home

By (Print): Amanda Gittelman Title: Managing Partner

Physical Address: 2301 East 29th Street

Mailing Address: (same)

Telephone: (979) 822-1571 Fax: (979) 823-8050 E-Mail: amanda@hillierfuneralhome.com

Bids will be received at the Brazos County Administration Building, Purchasing Department, 200 South Texas Ave Suite 352, Bryan, Texas prior to 2:00 p.m., Tuesday, March 8, 2022 at which time bids will be publicly opened and read aloud.

A. SCOPE OF BID

1. Bids are solicited for the Transportation of Deceased to the Medical Examiner and Pauper Cremation Services for a two (2) year period beginning May 1, 2022 through April 30, 2024 in accordance with the following Conditions of Bidding.

B. CONDITIONS OF BIDDING

1. The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Office, unless otherwise specified elsewhere in this bid request. All Respondent(s) are required to be informed of these terms and conditions and will be held responsible for having done so:
2. Definitions: In order to simplify the language throughout this bid, the following definitions shall apply:
 - a. **BRAZOS COUNTY** – Same as County.
 - b. **COMMISSIONERS COURT** – The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all County business as conferred by the State Constitution and Laws.
 - c. **CONTRACT** – An agreement between the County and a Contractor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - d. **CONTRACTOR** – The successful Respondent(s) of this bid request.
 - e. **COUNTY** – The government of Brazos County, Texas and its authorized representative.
 - f. **SUB-CONTRACTOR** – Any contractor hired by the Contractor or supplier to furnish materials and services specified in the bid request.
 - g. **RESPONDENT** – Any supplier or vendor responding to the bid request.
3. Upon acceptance and approval by the Commissioners Court, this bid effects a working contract between Brazos County and the Contractor for the period designated.
4. Bids must be received by the Purchasing Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the Respondent(s) must have the bid actually delivered to and received by the Purchasing Department.
5. The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County.

6. Brazos County shall not be responsible for any verbal communication between any employee of the County and any Respondent(s). Only written specifications and written price quotations will be considered. Respondent(s) with questions regarding the bid should submit them in writing via the Brazos Valley e-Marketplace at <https://brazosbid.ionwave.net>.
7. Brazos County reserves the right to reject any bid that does not fully respond to each specified item.
8. Respondent(s) must include Tax Identification Number for the bid to be valid.
9. Should there be a change in ownership or management; the Contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the Contract with its present provisions and prices. This Contract is nontransferable and may not be reassigned by either party.
10. The County may cancel this Contract at any time for any reason, provided a thirty-day written notice is given.
11. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Extended price
 - c. Special needs and requirements of Brazos County
 - d. Results of testing samples (if required by Brazos County)
 - e. Delivery
 - f. References
 - g. Brazos County's experience with products bid
 - h. Respondent's past performance record with Brazos County
12. Although the cost of products to be provided is an essential part of the bid, Brazos County is not obligated to award a contract on the sole basis of cost but will award to Respondent considered to be the best value to Brazos County.
13. Acceptance of merchandise, work, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners Court when all terms and conditions of the Contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
14. Title and risk of loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

15. This Contract shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this Contract, when applicable.
16. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the Respondent(s) to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
17. Bids must specify the number of consecutive calendar days required to deliver the commodities under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding a contract. If delivery is not made within a reasonable time of the specified delivery in the bid, the entire order or contract may be canceled, and the Contractor barred from bidding in future solicitations.
18. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
19. **Bids must be submitted on this form and returned in a sealed envelope clearly marked with Respondent Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids not received prior to the expressed date and time listed in this bid will be rejected or returned unopened to the Respondent(s). Bids submitted to any other person or department other than the Brazos County Purchasing Department will not be accepted.**
20. It is the Respondent's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Bid Form renders bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire bid. By submitting a response to this solicitation, the Respondent(s) agrees to comply with HB 1295, Government Code 2252.908, if awarded a contract. Respondent(s) agrees to provide

Brazos County the “Certificate of Interested Parties”, Form 1295 as required, for renewals, amendments or extensions to the Contract.

Visit https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

21. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazos County Purchasing Agent, authorized to do so by the Commissioner’s Court. Addenda will be made available using the same distribution method used to post or make available the original solicitation. Bidders shall acknowledge receipt of all addenda or their proposal may be considered non-responsive.
22. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Brazos Valley e-Marketplace (<https://brazosbid.ionwave.net>) after bid award by Commissioner’s Court.
23. The bid specifies the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to comply with completion time will be considered reason enough to enforce liquidated damages and/or cancel the contract. If the job cannot be completed within the terms of the contract as determined by Brazos County, Brazos County will suffer further loss. Contractor and Contractor’s Surety shall be liable for and shall pay Owner stipulated and fixed sums, hereinafter agree to as liquidated damages, for each additional calendar day of delay past the thirty (30) days stated in the contract: Two Hundred Fifty Dollars (\$250.00). It is understood that said sum shall be considered liquidated damages and shall not be considered as a penalty against the Contractor.
24. Brazos County reserves the right to extend this Contract annually for a maximum of three (3) additional one (1) year periods with no changes in the terms or conditions of this Contract, if agreed upon by both parties.
25. The Contractor agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.
26. Three (3) references are to be provided by Respondent. Failure to submit references may result in disqualification of bid. Brazos County department references will not be accepted.
27. Contractor shall observe and comply with all federal, state and local laws, safety, and health regulations, ordinances, and all regulations which in any manner effect conduct of the work or services being performed.

28. Any subcontracting must be approved prior to commencement of the Contract by Brazos County.
29. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.
30. Any brand name, or manufacturer's reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages or quantity of the items listed in the bid. If notation of substitution is not made, it is assumed the Respondent(s) is bidding the item specified.
31. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.
32. In the event the Contractor is unable to furnish any item within a reasonable time after order is placed due to strikes, war or any reason beyond the Contractor's control, the County reserves the right to purchase these items from any source, without causing this Contract to be canceled.
33. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the Contractor in completion of the Contract. This term supersedes any contradicting terms throughout the Contract and/or any attachments.
34. The Contractor should submit itemized invoices with clearly marked remittance copies to the following address:

Brazos County
ATTN: Auditors
P.O. Box 914
Bryan, TX 77806

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed

address. Checks will be made payable to the Contractor only, and shall not include sub-contractors, assignees, or any other party.

35. As a governmental subdivision, Brazos County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such costs must not be included in bid prices. Tax Exemption Certificates can be obtained upon request from County.
36. Upon award of Contract for any commodity or materials purchased by Brazos County, the Contractor agrees to protect the County from any claim involving patent right infringement, copyright infringement, sales franchise disputes.
37. Unless otherwise specified, all items ordered from the Contractor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper container so as to facilitate storage and handling.
38. This bid shall be governed by the laws of the State of Texas and Potential Respondent(s) and the subsequent Contractor(s) are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.
39. Venue for any dispute, shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.
40. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.
41. Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions and renewals thereto.

42. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.
43. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.
44. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

C. INSURANCE REQUIREMENTS

1. The Contractor shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance and any required bonds must be issued and then approved by Brazos County Risk Management. The Certificate of Insurance must be approved by Risk Management before any deliveries can be made.
2. The Contractor shall furnish and keep in full force the following insurance during the term of this Contract:
3. Statutory Workmen's Compensation and \$1,000,000 Employer's Liability Insurance with waiver of subrogation.
4. General Liability with limits for bodily injury and for property damages of not less than \$1,000,000 aggregate, \$500,000 each occurrence with Brazos County named as an additional insured with waiver of subrogation in favor of Brazos County.
 - a. Commercial Automotive Liability with \$500,000 CSL for Bodily Injury and Property Damage Liability with Brazos County named as an additional insured with waiver of subrogation in favor of Brazos County.
 - b. Cargo Insurance to sufficiently cover materials transported.
5. All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Contractor receives notification of award.
6. The Contractor agrees to release and hold harmless Brazos County from any and all claims and liability due to the acts of the Contractor's employees and the operation of his equipment. The Contractor also agrees to hold harmless Brazos County from any and all

expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the Contractor's employees' activities. Further, the Contractor agrees to protect, indemnify and hold harmless Brazos County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Contractor against Brazos County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the Contractor or Brazos County.

D. REFERENCES

Respondent(s) shall provide a list of at least three (3) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Respondent(s) are not allowed to use Brazos County as a reference.

Company/Entity: Allison Funeral Home

Contact: Sarah Carter

Phone: (936) 336-6418

Email: Sarah.carter@allisonfuneralservice.com

Company/Entity: Memorial Oaks Chapel

Contact: Ryan Stephens

Phone: (979) 836-4564 cell: (979) 574-1305

Email: rstephens@legacyfuneralgroup.com

Company/Entity: Southwest Transplant Alliance

Contact: Natausha Johnson

Phone: (469) 458-9654

Email: njohnson@organ.org

E. SPECIFICATIONS

If it is in the best interest of the County, the County may award this bid to two (2) different Contractors, resulting in two (2) separate contracts (Contract for the Transportation of Deceased to Medical Examiner and Contract for Pauper Cremation Services)

SPECIFICATIONS FOR TRANSPORTATION OF DECEASED TO MEDICAL EXAMINER

Brazos County has a need for transportation of deceased bodies to the Medical Examiner's Office in either Bexar or Travis County or as directed by the Justice of the Peace. Below are the specifications required:

1. A Justice of the Peace or other authorized County representative will determine if a body requires an autopsy. If an autopsy is required, the Justice of the Peace will notify the Contractor for pick-up and transportation to a designated Medical Examiner's Office
2. Once notified, the Contractor shall be in route to the location of the deceased within 15 minutes of notification. Contractor shall arrive at the scene no later than 30-45 minutes after notification.
3. Contractor is required to provide a new individually packaged body bag each time they transport a body. The body bag shall arrive at the scene in a clean sealed plastic bag (unopened). Any Brazos County Official has the right to inspect each bag prior to it being used at pickup location. Brazos County has a right to refuse any bag that appears to be used, dirty or appears to have been opened prior to arrival at the location where body is to be picked up.

Body Bag shall be a minimum of 17 mil and capable of containing the body and all fluids without ripping or tearing.

4. Transportation will start from place of death or the body's location to one of the Medical Examiner's Offices authorized in this bid. Loaded one way only.
 - a. Bexar County Medical Examiner's Office in San Antonio, TX (approximately 167 miles loaded one way)
 - b. Travis County Medical Examiner's Office in Austin, TX (approximately 107 miles loaded one way)
 - c. Contractor shall give a cost per mile for instances when the Justice of the Peace requests the body to be sent to a Medical Examiner's office that is not listed or any other location within Brazos County. Mileage shall be billed using distance determined by Google Maps.
5. In the event that the body needing transport is located at another location (including funeral home or hospital) within Brazos County, the Contractor shall pick up the body and transport it to the designated Medical Examiner's Office.

6. In the event that a body weighs more than 300 lbs., the Contractor is required to have 2 people available for transportation and unloading of the body at the Medical Examiner's Office. Contractor shall provide an additional cost for the extra personnel needed for bodies that weigh over 300 lbs.
7. The Contractor shall strictly adhere to all laws, state and federal, pertaining to the handling of bodies, including but not limited to **THE TEXAS OCCUPATIONS CODE, THE TEXAS HEALTH & SAFETY CODE, THE TEXAS PENAL CODE and THE TEXAS CODE OF CRIMINAL PROCEDURE** for the duration of this contract. Failure to comply may result in cancellation of the contract.
8. The Contractor shall maintain a professional demeanor at all times. Contractor employees and equipment shall be clean and equipment commonly used in the funeral industry, shall be in good working order. As this process is stressful for the family and friends of the deceased, and the services provided by the Contractor are a reflection of Brazos County, the utmost care shall be exhibited at all times.
9. Contractor is required to review criminal history and driving records of Contractor's employees. No employee of the Contractor shall service Brazos County if he/she has a criminal history (conviction of class B misdemeanor or above) and/or an adverse driving record with more than two (2) citations in the last three (3) years or any chargeable accidents in the last eighteen (18) months.

**SPECIFICATIONS FOR CREMATION OF PAUPER (INDIGENT DECEASED
OR UNCLAIMED BODIES)**

Brazos County has a need for cremation services for indigent deceased or unclaimed bodies. Below are the specifications required:

10. Once notified, the Contractor shall be in route to the location of the deceased within 15 minutes of notification. Contractor shall pickup deceased from location within Brazos County or the designated Medical Examiner's Office.
11. Transportation will start from place of body's given location to the Contractor's place of business (Crematorium) within Brazos County.
12. In the event that a body weighs more than 300 lbs., the Contractor is required to have 2 people available for transportation and loading of the body at the Medical Examiner's Office. Contractor shall provide any additional cost for the extra personnel needed for bodies that weigh over 300 lbs.
13. In the event that a deceased person is determined to be indigent, Brazos County will pay the Contractor for the transportation from the Medical Examiner to Contractor's location

(Crematorium). In this case the Contractor shall invoice Brazos County for the quoted price for round trip.

14. In the case of when the body is being picked up from a designated Medical Examiner's Office, Contractor shall quote the following transportation loaded one way only:
 - a. Bexar County Medical Examiner's Office in San Antonio, TX (approximately 167 miles loaded one way)
 - b. Travis County Medical Examiner's Office in Austin, TX (approximately 107 miles loaded one way)
 - c. Contractor shall give a cost per mile for instances when the body is at a Medical Examiner's office that is not listed or anywhere within Brazos County. Mileage shall be billed using distance determined by Google Maps.
15. The Contractor shall strictly adhere to all laws, state and federal, pertaining to the handling of bodies, including but not limited to **THE TEXAS OCCUPATIONS CODE, THE TEXAS HEALTH & SAFETY CODE, THE TEXAS PENAL CODE and THE TEXAS CODE OF CRIMINAL PROCEDURE** for the duration of this contract. Failure to comply may result in cancellation of the contract.
16. Contractor is required to review criminal history and driving records of Contractor's employees. No employee of the Contractor shall service Brazos County if he/she has a criminal history (conviction of class B misdemeanor or above) and/or an adverse driving record with more than two (2) citations in the last three (3) years or any chargeable accidents in the last eighteen (18) months.
17. Contractor shall provide cremation services for deceased who lack income or resources to afford any type of funeral expenses and who meet applicable eligibility requirements under the Brazos County rules for burial of paupers.
18. Contractor will certify the deceased as a pauper eligible for cremation to be paid for by the County, by determining to the extent possible and after reasonable investigation that the estate of the deceased does not have any resources that may be used to pay for cremation; and that the family members of the deceased cannot pay for cremation because they do not have the resources that may be used to pay for the cremation.
19. If body is abandoned or unclaimed by the family or the identity of the family is unknown, the deceased will be considered abandoned. In this case Brazos County will pay for the cremation services of the deceased.
20. All unclaimed remains shall be disposed of in accordance with Texas Health and Safety Code and all applicable Texas State Statutes.

21. Contractor shall be responsible for the appropriate documentation required by law or by Brazos County's Order for cremation of the deceased. Contractor shall provide all documentation to support the determination of indigence and provision of cremation services.
22. Contractor shall obtain the Death Certificates and cremation permits in accordance with the State of Texas Laws. All documents shall be present during the cremation of the deceased. The cost of the Death Certificate and filing fees shall be included in the cost of the cremation.
23. All cremations shall be completed within a reasonable amount of time after death, but in no instance shall it be later than thirty (30) days after the Contractor's receipt of the remains.
24. The remains shall be attended by and cremated in the presence of a funeral director licensed under the laws of the State of Texas.
25. Contractor is required to perform all cremations in a licensed crematory.
26. Contractor shall not charge a pauper's estate or family members for services provided under this bid or resulting contract.
27. The Contractor shall maintain a professional demeanor at all times. Contractor employees and equipment shall be clean and equipment commonly used in the funeral industry, shall be in good working order. As this process is stressful for the family and friends of the deceased, and the services provided by the Contractor are a reflection of Brazos County, the utmost care shall be exhibited at all times.
28. Contractor is required to provide a new individually packaged body bag ONLY when it is necessary and another body bag has not been provided by hospital or Medical Examiner. The body bag shall arrive at pickup in a clean sealed plastic bag (unopened). Any Brazos County Official has the right to inspect each bag prior to it being used at pickup location. Brazos County has a right to refuse any bag that appears to be used, dirty or appears to have been opened prior to arrival at the location where body is to be picked up.

Body Bag shall be a minimum of 17 mil and capable of containing the body and all fluids without ripping or tearing.

F. QUOTATIONS FOR TRANSPORTATION OF DECEASED TO MEDICAL EXAMINER DECEASED

Contractor shall charge for only one way, loaded trip for each transport performed.

Cost for Round Trip to Medical Examiner in:

Bexar County (approx. 167 miles round trip) \$ 500.00

Travis County (approx. 107 miles round trip) \$ 400.00

Cost per mile for bodies sent to a Medical Examiner's office not listed \$ 2.00 /mile

Additional cost (bodies over 300lbs) \$ 200.00

Disaster Pouch (if needed) \$ 100.00

G. QUOTES FOR CREMATION OF PAUPER (INDIGENT DECEASED OR UNCLAIMED BODIES)

Contractor shall charge for only one way, loaded trip for each transport performed.

Cost for Round Trip to Medical Examiner for Pickup of remains:

Bexar County (approx. 167 miles round trip) \$ 250.00

Travis County (approx. 107 miles round trip) \$ 200.00

Cost per mile for paupers picked up from Medical Examiner's office not listed or anywhere within the Brazos County. \$ 2.00 /mile

Additional cost (bodies over 300lbs) \$ 100.00

Cost per Cremation \$ 300.00

Disaster Pouch (if needed) \$ 100.00

H. V.T.C.A. LOCAL GOVERNMENT CODE §262.0276

THIS SECTION MUST BE COMPLETED. FAILURE TO COMPLETE THIS SECTION WILL DISQUALIFY THE BID.

Brazos County shall refuse to enter into a contract or other transaction with a person who owes a debt to the County per V.T.C.A Local Government Code §262.0276.

1. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;
2. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;
3. "Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.
4. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.
5. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.
6. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

Please list all the names of the individuals that have ownership, officers, managers, and board of directors that you have associated with your entity below.

Name	Title (Owner, Officer, Director, Manager, Etc.)
Amanda Gittelman	Managing Partner

I. HOUSE BILL 89 & DEBARMENT VERIFICATION

Brazos County is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration’s Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized to execute this Contract.

The company representative below further affirms, that the company submitting this bid, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the Contract.

Pursuant to Section 2270.001, Texas Government Code:

1. “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 or ordinary business purposes; and

“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Company Name: Hillier Funeral Home

Authorized Company Representative: Amanda Gittelman

Address: 2301 East 29th Street

Bryan TX 77802

Signature: agittelman

Date: 03/07/2022

Contract #: _____

The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- References (Section D)
- V.T.C.A. Local Government Code §262.0276 for Tax Verification (Section H)
- House Bill 89 & Debarment Verification (Section I)
- All Addendums (if applicable)
- Certification of Bid (Section J)

J. CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this Contract, that this bid has not been prepared in collusion with any other vendor and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

Signed By: agittelman

Typed Name: Amanda Gittelman Title: Managing Partner

Company Name: Hillier Funeral Home

Phone: (979) 822-1571

Mailing Address: 2301 East 29th Street
Bryan TX 77802

Email Address: amanda@hillierfuneralhome.com

Vendor Tax Identification Number: 76-0651824

END OF BID REQUEST NO. 22-107 TRANSPORTATION OF DECEASED & CREMATION SERVICES

By signing below, Brazos County agrees that this bid, 22-107 will be awarded as dictated on the associated bid tabulation sheet, to the Respondent whose name appears above and both parties agree to terms and conditions contained herein.

By: [Signature]
County Judge

Brazos County Commissioner's Court:

Date: 3/22/22

Attest: KAREN McQUEEN

Brazos County Clerk: Karen McQueen