



PURCHASING DEPARTMENT County Of Hidalgo

August 9, 2007

Mr. Leon de Leon
Memorial Funeral Home
PO Box 125
San Juan, Texas 78589

Via Fax (956) 787-2210

Re: Hidalgo County - Funeral & Burial Services for Paupers

Dear Mr. de Leon:

Please be advised, Hidalgo County will be requesting permission from Hidalgo County Commissioners' Court at the regular meeting on Tuesday, August 14, 2008, to exercise the county's option to extend the contract for one (1) additional year (as stated in the current contract) under the same rates, terms, and conditions. Commencement date (if approved) will become effective as of October 10, 2007. Please acknowledge receipt of notice by signing below and returning to the Purchasing Department by no later than, Monday, August 20, 2007, 5:00 p.m., via facsimile to (956) 956-318-2629.

AUTHORIZED SIGNATURE: _____

TITLE: Owner

Comments (if any):

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-264-10-10

THIS CONTRACT is made and entered in this 10th of October, 2006 by and between the COUNTY OF HIDALGO, TEXAS (“County”), and **Velma Sue de Leon dba Memorial Funeral Home (“Company”)**.

WHEREAS, Company has offered to perform certain services for Hidalgo County as more particularly prescribed on Exhibit “A” which is attached hereto and incorporated herein by reference (the “Service”); and

WHEREAS, in recognition of and in consideration of Company’s agreement to perform the Services, the Commissioners Court of County desires to award a contract to Company to perform the Services.

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 Hidalgo County for “**Funeral & Burial Services for Paupers**”. 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. 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.

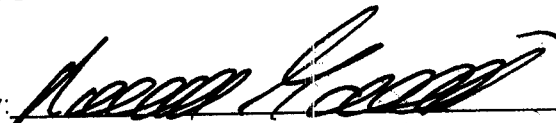
3. This Contract shall be for a period beginning October 10, 2006 and ending on October 10, 2007, and may be extended at the sole discretion of County for an additional thirty (30) days, unless this Contract is terminated pursuant to the provision herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, of which may be required by any authority during the term hereof to provide the Services.

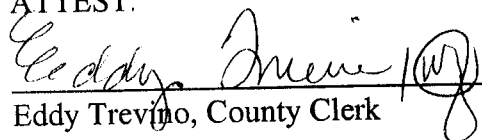
5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit “B” attached hereto payable against written invoice submitted by Company.

WITNESS our hands in duplicate originals this _____ day of _____ 2006.

COUNTY OF HIDALGO

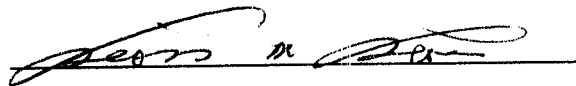
By: 
Ramon Garcia, County Judge

ATTEST:


Eddy Trevino, County Clerk

Approved by Commissioners' Court
on 10-10-06 RL

COMPANY; Memorial Funeral Home



Approved on Commissioners' Court October 10, 2006

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

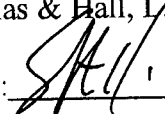
By: 

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
“Funeral & Burial Services for Paupers (Pool)”
Bid No: 2006-264-09-20-otm

SPECIFICATIONS

Scope of Services:

The County of Hidalgo is seeking a “Pool” of provider(s) for “Funeral and/or Burial Services for Paupers”, with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

Information, Terms, Conditions and Requirements:

1. Hidalgo County seeks participation from vendors that are properly licensed, registered or otherwise authorized to conduct and render the services specified and detailed herein.
2. Bidders must provide copies of licenses, registrations and certifications required by law to conduct such services with the bid in order to be considered for award.
3. The bodies of dead paupers shall be cared for and interred or cremated in strict conformity with all applicable laws of the State of Texas and the rules and regulations of the Texas Funeral Service Commission as provided by Article 4582b, Vernon’s Civil Statutes, for the care and disposition of dead human bodies, except the bodies claimed by the Anatomical Board of the State of Texas under the provisions of Texas Health and Safety Code (Section 691.023 et.seq.), providing that dead bodies required to be buried at public expense shall be turned over to the Anatomical Board when requested by the Anatomical Board. The Contractor will cooperate fully with the Anatomical Board.
4. Before payment will be made by Hidalgo County, the Contractor shall refer the next of kin or representative of the deceased to Hidalgo County Human Services Department (address: 2401 N. Moorefield Rd., Mission, Texas 78572), Monday-Friday, 8:00 a.m.-5:00 p.m, (956) 581-7950- attn: Rudy De la Viña, for an application. Once an application has been completed by the next of kin or representative, the family is then sent to the funeral home Contractor to make arrangements. In the case of a deceased that has no next of kin or representative, the Contractor shall furnish, with the invoice for services, an affidavit of fact, properly made out and sworn to, that these specifications have been strictly adhered to and that he has neither solicited nor received any compensation from any person for the services for which Hidalgo County is being charged.
5. The bodies of dead paupers, regardless of age, shall be buried in individual caskets or, if cremated, inurned in a grave, crypt, or niche.
6. Award the bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.
7. **Volume:** The annual estimated quantities contained as part of this bid packet are based on Hidalgo County Human Services Department records for the year 2005. All services will be on an “AS NEEDED BASIS ONLY” and there is no guarantee of annual volume.

Continuation:

Description: Cremation or Traditional Funeral Services Annual Estimated Quantities for the Year 2005	Description: Cremation or Traditional Burial Services Annual Estimated Quantities for the Year 2005
Adults (12 years and over) 46 Child (4-11 Years)	Adults (12 years and over with Burial Plot Marker) single burial plot Child (4-11 years) with burial plot marker (single burial plot) 52
Infant (0-3 years) 40 (either or)	
Cremation (12 years and over) 39 Cremation (0-11 years) 0 (No Records) Interment of Cremated Remains 0 (No Records)	Infant (0-3 years) with Burial plot marker (single burial plot) 40

8. **Hidalgo County** reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.
9. Evaluation of bids : All bids shall be evaluated on all factors including but no limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.
10. **The term of the contract is for a period of one (1) year with the County's option to renew for an additional year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.**
11. **ADDITIONAL INFORMATION:** Hidalgo County is requesting that bids be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, September 13, 2006, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, September 15, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SCHEDULE "A" - FUNERAL SERVICES:

The following Schedule provides specifications to be followed for Funeral Services:

1. Body is picked up or released, by Justice of the Peace at a hospital or wherever body expired.
2. If no family is involved, the funeral home (through the Funeral Director) will be in charge of funeral and burial services.

3. If family is involved and seeks assistance, the Human Services Department will direct the family to their preferred funeral home for eligibility. If the funeral home is pre-qualified through the County, a voucher will be given for the services to be provided. If not pre-qualified, the funeral home must go through a screening process with an eligibility worker from the Human Services Department.
4. The body, at all times, shall be attended by, and interred, or buried, in the presence of a Funeral Director licensed under the laws of the State of Texas.
5. **Embalming is not required if the body is kept in a refrigerator designed to cool and maintain temperatures between 34-40 degrees.** When an open casket is requested by family, the body shall be embalmed properly as is customary in regular funerals, by a licensed embalmer, under the rules and regulations of the Texas State Board of Morticians and Article 4582b, Vernon's Civil Statutes.
6. The body shall be clean when placed in the casket and shall be dressed in a new burial robe and new hose, made for the sex of the deceased. The hair of the deceased shall be combed and the body placed in the casket in a natural position, as it customarily done in regular funerals.
7. The body shall be interred, or buried, in a new casket of the same general appearance and size as standard caskets, made from good quality wood or metal, thickness of materials to be one inch before surfacing, padded on inside and covered completely on all surfaces with cloth and shall have two handles attached to each side for a minimum of four handles.
8. A minimum of two (2) hours of viewing time must be given to the family or representatives of the deceased in the designated chapel of the Contractor. Religious services may be held at the request of the family of the deceased during the two (2) hours of viewing time. The religious service may be conducted by a religious organization free of charge to the family or representatives of the deceased. Any religious services held shall be at no additional cost to the County.
9. The entire funeral procedure, from the time the body is retrieved by the Contractor, until the body is transported to a cemetery or in the case of cremation taken to a crematory, shall be subject to inspection at any, or all of the, time by the County. The Contractor must notify Hidalgo County Human Services Department, Attn: Rudy De la Viña, Director, with the proper time and place of burial. The Director or any of his personnel may conduct inspection(s) of said services.
10. Reports of death shall be obtained from the proper authorities as prescribed by the Texas Health and Safety Code Section 191.002 et. seq. These instruments, properly approved, must be available at the time of the interment or cremation.
11. A certificate of birth and a certificate of death shall not be required for a child that has not advanced to the 40th week if intra-uterine gestation.
12. The body shall be transported from the establishment of the Contractor to the grave site in a conventional type hearse. The burial shall be performed and attended by at least one licensed funeral director and one Contractor employee, and the casket shall be transported by no fewer than two (2) of the Contractor employees with the same dignity, decorum and solemnity to the grave as is conventional at other funerals.
13. Any other licensed Funeral Director may claim a body from the Contractor at the request of the family of the deceased. A family member must sign a release, allowing the Contractor to relinquish the body to the preferred funeral home. The family will then be liable for any and all expenses incurred by the Contractor.

14. If the family has no reservations concerning cremation, Hidalgo County may suggest cremation as a cost reduction measure. However, cremation will not be required if the family objects. The Contractor is responsible for providing the cremation tray and crematory services. In the case of cremation, a direct cremation will be provided, there will be no viewing, or services. The Contractor must notify the next of kin or representative when cremains are available for retrieval or interment. Cremated remains shall be given to the next of kin or representative or inurned in a grave, crypt or niche not later than the 30th day after the date of cremation. The cremains will be placed in a standard box container provided by the Crematory. The Contractor is **not** responsible for providing an urn.

15. The following additional requirements are applicable to Funeral Services:

Absence of next of kin or family

14.1 In this event, the Contractor must obtain a statement from the Pathologist or Hospital/Healthcare facility that attempts were made to contact family to no avail and that the deceased appears to be indigent. A minimum of 72 hours for a response from the next of kin is required. An affidavit of fact properly made out and sworn to by the Funeral Director will be attached to the invoice for services.

14.2 In cases of unclaimed bodies, the Contractor will be directed to provide a traditional burial as the method of disposition.

Substitution of coffin or additional services

The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If the next of kin or representative desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

SCHEDULE "B" - BURIAL SERVICES:

The following Schedule provides specifications to be followed for Burial Services:

1. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.
2. Burial shall be in a grave provided in a cemetery. Contractor is required to open and close the grave as appropriate.
3. The entire burial procedure, from the time the body is taken in charge by the Contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.
4. Religious services shall be held at the request of the family of the deceased, or where there is no family, the religious service may be conducted by a minister, furnished free of charge by the Ministerial Alliance of San Antonio or any other religious organization. Any religious services held shall be at no additional cost to the County.
5. No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial.

6. All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (No mounding). **Perpetual care is not required.**

7. The following additional requirements are applicable to Burial Services:

Substitutions or additional services.

The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If a family desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY
"Funeral & Burial Services for Paupers (F...)"
Bid No: 2006-264-09-20-otm

BID PAGE
OPTION "A"

SCHEDULE OF ITEMS

Cremation or Traditional Funeral Services

All "Funeral Services" will be on "an needed basis only". There is no guarantee of any annual volume. The figures provided in the general information Item 7 (page 2), are merely historical quantities for either Option A & B and are subject to change. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

Item No.	Description: Cremation or Traditional Funeral Services	Unit	** Unit Price must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County.
1	Adults (12 years and over)	each	\$ 850.00 (BURIAL)
2	Child (4-11 years)	each	\$ 850.00 (BURIAL)
3	Infant (0-3 years)	each	\$ 475.00
4	Cremation (12 years and over)	each	\$ 650.00
5	Cremation (0-11 years)	each	\$ 475.00
6	Interment of Cremated Remains	each	\$ 450.00

(Award of Schedule "A" will be made in the aggregate, therefore in order to be considered for an award you must bid on a complete bid on all items listed above).

✦ DOES NOT INCLUDE OVERSIZE CASKET ✦

How long have you been licensed as a Funeral Director and/or Embalmer in the State of Texas?
 25 years

Name of Company: MEMORIAL FUNERAL HOME

Address: PO BOX 1517

City/State/Zip Code: EDINBURG, TX 78540

Telephone/Fax Number: 956-380-1416 / 956-380-0207

ACORD™ CERTIFICATE OF LIABILITY INSURANCE


DATE (MM/DD/YY)
07/11/07

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY Home Office: P.O. Box 328 Owatonna, MN 55060 Phone: 1-888-333-4949	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED MEMORIAL FUNERAL HOME VELMA SUE DE LEON DBA PO BOX 125 SAN JUAN TX 78589	COMPANIES AFFORDING COVERAGE COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY COMPANY B COMPANY C COMPANY D

COVERAGES
 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> BUSINESSOWNER'S POLICY	9317889	08/12/07	08/12/08	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9317890	08/12/07	08/12/08	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9317892	08/12/07	08/12/08	EACH OCCURRENCE \$ 2,000,000
					AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	9317891	08/12/07	08/12/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 500,000
					EL DISEASE - POLICY LIMIT \$ 500,000
					EL DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 2ND LOCATION - 208 EAST CANTON EDINBURG, TX 78539

CERTIFICATE HOLDER 2556470 HIDALGO COUNTY AUDITING DEPARTMENT 3100S CLOSNER EDINBURG TX	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  PRESIDENT
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