



January 28, 2013

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



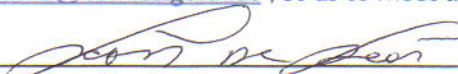
Velma Sue De Leon, Owner
Leon De Leon, Funeral Director
MEMORIAL FUNERAL HOME
208 East Canton
Edinburg, Texas 78539
Ph. (956) 380-1416 Fax (956) 380-0207

via email memfuneral@aol.com

Re: Extension/Renewal - C-11-024-02-22 - "Funeral and Burial Services for Hidalgo County Qualified Indigent Families" (on an as needed basis) Hidalgo County

Dear Ms. De Leon:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the **additional one (1) year period** as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: 
Velma Sue De Leon, Owner (or)
Leon De Leon, Funeral Director

Date: 2-7-13

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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

Respectively,


Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/21/2012

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

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

PRODUCER Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502	CONTACT NAME: Enedelia Hernandez PHONE (A/C, No, Ext): 956.686.3888 E-MAIL ADDRESS: nellieh@shepins.com	FAX (A/C, No): 956.682.5650
	INSURER(S) AFFORDING COVERAGE Assurance Co of America	
INSURED Velma Sue De Leon DBA: dba Memorial Funeral Home PO Box 125 San Juan, TX 78589	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 2012 - 2013** **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PAS 005312634	08/12/2012	08/12/2013	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <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			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PAS 05312634	08/12/2012	08/12/2013	Aggregate Limit \$2,000,000 Per Occurrence \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Purchasing Dept. 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  Kent Shepard/CL21

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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 contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within Hidalgo County following a request for Services by Hidalgo County or its 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **March 01, 2011** and expiring on **February 28, 2013** and may be extended/renewed at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses,

qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: Memorial Funeral Home
Attn: Velma Sue De Leon, Owner
Leon De Leon, Funeral Director
208 East Canton
Edinburg, Texas 78539

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

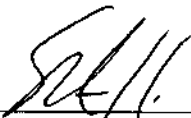
15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

WITNESS our hands in duplicate originals this 22nd day of February, 2011.

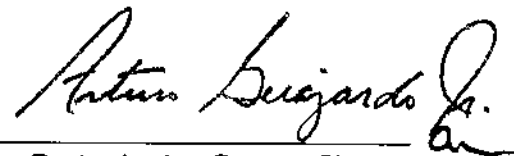
APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: 
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:


Arturo Guajardo, Jr., County Clerk

By: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 2-22-11 RO

COMPANY:

**VELMA SUE DE LEON d/b/a
MEMORIAL FUNERAL HOME**

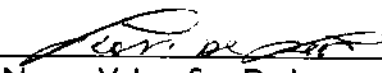
By: 
Printed Name: Velma Sue De Leon
Title: Owner

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



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County

"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

Bid Nº 2011-024-01-19-YZV

Bid Opening Date: January 19, 2011 at 9:30 a.m.

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Bid Specifications consisting of 5 pages.
4. Attachment "A" Application Location List consisting of 1 page.
5. Exhibit "B" Bid Page consisting of 2 pages.
6. Exhibit "C" Insurance Requirements consisting of 4 pages.
7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
8. Vendor/Bidder Application and W-9 Form consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Service Contract consisting of 5 pages.

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

Thank you


Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2010
Date



PURCHASING DEPARTMENT
County Of Hidalgo

December 27, 2010

RE: Hidalgo County-Request for Bids – **"FUNERAL AND BURIAL SERVICES FOR
H.C. QUALIFIED INDIGENT FAMILIES"**
RFB Nº 2011-024-01-19-YZV

Dear Sir/Madam:

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

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Martha L. Salazar".

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/yzv

Enclosures

Bid No: 2011-024-01-19

Buyer: Yolanda Z. Velasquez

Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY HEALTH DEPARTMENT "FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

BID OPENING DATE

JANUARY 19, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES- Hidalgo County Health Department"** 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/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-2011-024-01-19-YZV-"Funeral and Burial Services for H. C. Qualified Indigent Families – Hidalgo County-Health Department** "and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, DECEMBER 01, 2010. NO FACSIMILES 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 "REQUEST FOR BIDS-2011-024-01-19-YZV-RFB-FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES – Hidalgo County-Health Department"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES-Hidalgo County Health Department"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County – Auditor’s Office
Ray Eufrazio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	<u>JANUARY 19, 2011</u>
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. 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.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or

public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct

business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.html . If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY-HEALTH DEPARTMENT
FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES
BID NO.: 2011-024-01-19-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

Exhibit "A"
**"FUNERAL & BURIAL SERVICES FOR HIDALGO COUNTY
 QUALIFIED INDIGENT FAMILIES"**
RFB No. 2011-024-01-19-YZV

SCOPE: The County of Hidalgo is seeking a provider for "Funeral & Burial Services for Hidalgo County Qualified Indigent Families", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid. This RFB seeks to solicit interested parties who can bid on the entire process of providing the needed services for a simple yet dignified interment of indigent county residents on a unit basis.

The Hidalgo County Health and Human Services Department is the County's agency designated to coordinate "Funeral and Burial Services" for Hidalgo County's qualified indigent families. Before payment will be made by Hidalgo County, the contractor shall refer families and/or representatives of the deceased to the Hidalgo County Health and Human Services, Attn. Dairen Sarmiento, 1304 S. 25th Avenue, Edinburg, Texas 78539, and/or to the locations listed in Attachment **"A"** for the application screening process Monday through Friday 8:00 a.m. – 5:00 p.m. The Health and Human Services Department chief or designated agent shall give a voucher to the contractor to claim the body and prepare it for possible burial. When a burial occurs, the unit pricing includes a casket, funeral service and graveside services.

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.

LICENSE(S)/CERTIFICATION:

Bidder must provide copies of the following licenses as per Texas Occupations Code, Sec. 651-253 General License Requirements.

- A) Funeral Director License
- B) Establishment Licenses
- C) Any certifications required by law to conduct such services with the bid in order to be considered for award.

VOLUME:

The annual estimated quantities contained as part of this bid packet are based on Hidalgo County Health and Human Services Department records for the year 2009. All services will be on an **"AS NEEDED BASIS ONLY"** and there is no guarantee of annual volume.

Annual Estimated Quantities for the Year 2009		
Description: Traditional Funeral Services	Description: Traditional Burial Services with Burial Plot Marker (Single burial plot)	Description: Cremations & Internment of Cremated Remains
Adults (12 years and over) and Child (4-11 Years) 68 Infant (0-3 years) 53	Adults (12 years and over) and Child (4-11 years) 55 Infant (0-3 years) 49	Adults (12 Years and over) 54 Infants (0-11 Years) 11 Internment of Cremated Remains 0

OPTION "A"
CREMATION OR TRADITIONAL FUNERAL SERVICES

SPECIFICATIONS:

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

- a) **REMOVABLE OF THE BODY:** The Contractor will provide for removal of the Decedent's body from place of death within Hidalgo County by Hidalgo County contract awarded vendor.
- b) **FUNERAL DIRECTOR:** The decedent, 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. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.
- c) **NEXT OF KIN:** At the request of "Next of Kin", any other licensed Funeral Director may claim a body from the awarded Contractor. 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.
- d) **ABSENCE OF NEXT OF KIN OR FAMILY:** 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. In cases of unclaimed bodies, the Contractor will be directed to provide a traditional burial as the method of disposition
- e) **PREPARATION OF DECEDENT:** The body of the deceased shall be clean, groomed and placed in the casket and shall be dressed in a new burial robe and new hose made for the sex of the deceased.
- f) **EMBALMING:** It is understood that embalming is not specifically required by law or applicable industry standards in every case prior to burial; however, anybody held for more than 24 hours after death must either be maintained at a specified temperature, as required by law or applicable industry standards, or embalmed by a licensed embalmer. If embalming occurs other than as required herein, it is at the discretion of the Contractor and with the approval of the legal Next of Kin (If applicable). Consent must be acquired by the Funeral Home, as required by local, state and federal law. Refrigeration costs are included in the contracted price and no additional reimbursements to the Contractor for the embalming will be made by the County.
- g) **VIEWING TIME:** 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.
- h) **VIEWING SERVICE:** Religious services may be held at the request of the family of the decedent 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.
- i) **CASKET:** 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.
- j) **FUNERAL PROCEDURE:** 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 and Health Services Department, Attn: Dairen Sarmiento, Director, with the

proper time and place of burial. The Director or any of his/her personnel may conduct inspection(s) of said services.

- k) **TRANSPORTATION TO THE CEMETARY:** 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.
- l) **VEHICLE/HEARSE** must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County. **Must include a list of vehicles to be used to provide this service along with vehicle insurance documentation**
- m) **CREMATIONS:** 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 cremation remains 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 cremation remains will be placed in a standard box container provided by the Crematory. The Contractor is **not** responsible for providing an urn.
- n) **DEATH CERTIFICATES:** 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. 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.
- o) **SUBSTITUTION AND/OR ADDITIONAL SERVICES:** The County contract must be strictly adhered to if the body is to be processed and services paid by the County. Hidalgo County Health and Human Services Department **shall not** be liable for additional services not called for by the contract; both the funeral and burial services would then be treated as private service 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 service
- p) **PAYMENT:** Before Hidalgo County Health and Human Services makes payment to the contractor, the contractor shall furnish an itemized invoice for services, and an affidavit, properly sworn to, stating that these specifications have been strictly adhered to, and that contractor has not received, and will not receive, any money or other type compensation from any party for the services for which the Hidalgo County Health and Human Services Department is paying.

OPTION "B"
BURIAL SERVICES

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

1. **BURIAL SCHEDULE:** Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.
 2. **GRAVE:** Burial shall be in a grave provided in a cemetery. Contractor is required to open and close the grave as appropriate.
 3. **BURIAL PROCEDURE:** 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. **GRAVESIDE SERVICE:** 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. Any religious services held shall be at no additional cost to the County.
- q) **FUNERAL DIRECTOR:** 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. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.
5. **BURIAL PLOTS:** 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.**
 6. **SUBSTITUTIONS AND/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.

TERMS, CONDITIONS AND REQUIREMENTS:

- 1) The term of the contract is for a period of two (2) year with the County's option to renew for an additional one (1) year under the same rates, terms and conditions.
- 2) 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.
- 3) Hidalgo County may award the bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.
- 4) **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.
- 5) Evaluation of bids: All bids shall be evaluated on all factors including but not 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.
- 6) Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and/all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us or via FACSIMILE (956) 318-2629 BY NO LATER THAN Monday, January 12, 2011 at 5:00 P.M. Responses will be sent to all applicants via facsimile or email by Wednesday, January 14, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Attachment "A"
"APPLICATION LOCATION LIST"
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
COUNTY INDIGENT HEALTH CARE PROGRAM

1304 S. 25TH Avenue
Edinburg, TX 78539

Tel: (956) 318-2011 Fax Office: (956) 318-2019 Billing Fax: (956) 318-2018

Edinburg Health Clinic

3105 East Richardson (Schunior) Rd
Edinburg, TX 78539
Tel: (956) 318-2087 or (956) 318-2088
Fax: (956) 383-3478
Norma Saldana – Eligibility Specialist
Miriam Gonzalez-Eligibility Specialist
Cassandra Ortiz-Eligibility Clerk

←NEXT TO
HEAD START

Edinburg Regional Medical Center

1102 West Trenton Rd.
Edinburg, TX 78541
Tel: (956) 388-6704
Fax: (956) 388-6025
Gloria Uresti-Eligibility Specialist

McAllen Health Clinic

300 East Hackberry
McAllen, TX 78501
Tel: (956) 682-0824 or (956) 682-1473 Fax:
(956) 682-2016
Mayra Cantu-Eligibility Specialist
Joe Garcia – Eligibility Specialist
Leticia Herrera – Eligibility Clerk

←ACROSS
MEMORIAL
HIGH SCHOOL

McAllen Medical Center

301 West Expressway 83
McAllen, TX 78503
Tel: (956) 971-5645
Fax: (956) 971-5839
Maricela Cerda- Eligibility Specialist

Mission Health Clinic

211 North Schuerbach Rd
Mission, TX 78572
Tel: (956) 581-8596 or (956) 581-9290
Fax: (956) 581-9459
Juan Moreno- Eligibility Specialist
Jorge E. Garcia- Eligibility Specialist
Leticia Martinez – Eligibility Clerk

←TIERRA
DORADA

Mission Hospital

9006 South Bryan Rd, Suite #103
Mission, TX 78572
Tel: (956) 323-1980
Fax: (956) 323-1937
Ana Salinas – Eligibility Specialist

Weslaco Health Clinic

1901 North Bridge
Weslaco, TX 78596
Tel: (956) 969-4700 or (956) 969-8071
Fax: (956) 969-8268
Xavier Garcia-Eligibility Specialist
Carmen Benavidez-Eligibility Clerk

←NEXT TO
NORTHBRIDGE
ELEMENTARY

Knapp Medical Center

1401 East 8th Street
Weslaco, TX 78596
Tel: (956) 969-5587
Fax: (956) 969-5338
Laura Villa – Eligibility Specialist

Rio Grande Regional Hospital

222 East Ridge, Suite #118
McAllen, TX 78503
Tel: (956) 632-6586
Fax: (956) 632-6555
Anna B. Rios – Eligibility Specialist

Doctor's Hospital @ Renaissance

5501 South McColl (Wellness Center)
Edinburg, TX 78539
Tel: (956) 362-2441
Fax: (956) 362-2478
Juan Rodriguez – Eligibility Specialist

HIDALGO COUNTY
BID PAGE
OPTION "A"

"FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
Bid No: 2011-024-01-19-YZV

SCHEDULE A: CREMATION OR TRADITIONAL FUNERAL SERVICES

All "Cremations or Traditional Funeral Services" will be on **"ON AN AS 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.

	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	A	Adults (12 yrs and over) Bodies up to 250 lbs.	each	\$
	B	Adults (12 yrs and over) Bodies for 251 lbs. to 400 lbs.		\$
	C	Adults (12 yrs and over) Bodies over 401 lbs.		\$
2	Child (4-11 years)		each	\$
3	Infant (0-3 years)		each	\$
4	Cremation (12 years and over)		each	\$
5	Cremation (0-11 years)		each	\$
6	Interment of Cremated Remains		each	\$

(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).

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

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE No: _____ FAX No: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ EMAIL: _____

HIDALGO COUNTY

BID PAGE

OPTION "B"

"FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

Bid No: 2011-024-01-19-YZV

BURIAL SERVICES:

All "Burial Services" will be on "ON AN NEEDED AS NEEDED BASIS ONLY". There is no guarantee of any annual volume. The figures provided under Volume (page 1), 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.

Description: <u>Cremation or Traditional Burial Services price will include opening/closing costs</u>		Unit	Unit Price
1	A Adults (12 yrs and over) Bodies up to 250 lbs.	each	\$
	B Adults (12 yrs and over) Bodies for 251 lbs. to 400 lbs.		\$
	C Adults (12 yrs and over) Bodies over 401 lbs.		\$
2	Child (4-11 years) with burial plot marker (single burial plot)	each	\$
3	Infant (0-3 years) with Burial plot marker (single burial plot)	each	\$
4	Cost of Plot	each	\$
5	Opening/Closing Costs	each	\$
6	Concrete liner (if required by cemetery)	each	\$

(Award of Schedule "B" 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).

Are you currently registered with the Funeral Services Commission in the State of Texas? _____ Yes or No _____

If Yes, state how many years _____. If No, briefly give an explanation: _____

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE No: _____ **FAX No:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **EMAIL:** _____

EXHIBIT "C"

Insurance Requirements

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

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

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

Revised 10/01/08

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				PERI. DAMAGE (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z) \$
	<input type="checkbox"/> CLAIMS MADE / OCCUR				MED. EXP. (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z) \$
	<input type="checkbox"/> OWNERS & HOME PROT.				PERI. & ADV. BODILY \$
	<input type="checkbox"/> OWNERS PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER FILED <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.				PRODUCTS - COMP. OP. \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY (A) ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN (A) ACCIDENT \$
C	EXCESS LIABILITY				LIMIT \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEFENSIBLE				\$
	<input type="checkbox"/> MULTIPLE				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				W.C. STATE <input type="checkbox"/> OTHER TORT CLAIMS \$
					E.E. EACH ACCIDENT \$
					F.F. DISEASE-EA EMPLOYEE \$
					F.F. EMP. ASL. 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 Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$_____ General Liability: \$_____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date

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.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
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 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
_ _ - _ - _ _
or
Employer identification number
_ _ _ - _ - _ _

Note. If the account is in more than one name, see 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. person (including a U.S. resident alien).

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 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

In 3 above, 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.

Note. If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 recipient 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 4 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 the instructions below and the separate Instructions for the Requester of Form W-9.

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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, 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. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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 regarding partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**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 "B"
VENDOR'S BID

**HIDALGO COUNTY
 BID PAGE
 OPTION "A"**

**"FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
 Bid No: 2010-292-12-01-YZV**

SCHEDULE A: CREMATION OR TRADITIONAL FUNERAL SERVICES

All "Cremations or Traditional Funeral Services" will be on **"ON AN AS 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.

	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	\$ 525.00*
2	Child (4-11 years)	each	\$ 525.00
3	Infant (0-3 years)	each	\$ 425.00
4	Cremation (12 years and over)	each	\$ 425.00
5	Cremation (0-11 years)	each	\$ 425.00
6	Interment of Cremated Remains	each	\$ 200.00

OPEN BID
 9:37
 1-19-2011
Witnessed

(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


How long have you been licensed as a Funeral Director and/or Embalmer in the State of Texas? 29 Years

BIDDER/COMPANY NAME: MEMORIAL FUNERAL HOME

ADDRESS: 208 E. CANTON

CITY: EDINBURG **STATE:** TX **ZIP CODE:** 78539

PHONE No: 956-380-1416 **FAX No:** 956-380-0207

AUTHORIZED SIGNATURE: 

PRINTED NAME: LEON DE LEON

TITLE: FUNERAL DIRECTOR

HIDALGO COUNTY

BID PAGE

OPTION "B"

"FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

Bid No: 2011-024-01-19-YZV

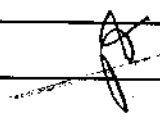
BURIAL SERVICES:

All "Burial Services" will be on **"ON AN NEEDED AS NEEDED BASIS ONLY"**. There is no guarantee of any annual volume. The figures provided under Volume (page 1), 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.

Description: <u>Cremation or Traditional Burial Services price will include opening/closing costs</u>		Unit	Unit Price
1	A Adults (12 yrs and over) Bodies up to 250 lbs.	each	\$
	B Adults (12 yrs and over) Bodies for 251 lbs. to 400 lbs.		\$
	C Adults (12 yrs and over) Bodies over 401 lbs.		\$
2	Child (4-11 years) with burial plot marker (single burial plot)	each	\$
3	Infant (0-3 years) with Burial plot marker (single burial plot)	each	\$
4	Cost of Plot	each	\$
5	Opening/Closing Costs	each	\$
6	Concrete liner (if required by cemetery)	each	\$

OPENED
9:31
1-19-2011
Witnessed



(Award of Schedule "B" 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).

Are you currently registered with the Funeral Services Commission in the State of Texas? _____ Yes or No _____

If Yes, state how many years _____. If No, briefly give an explanation: _____

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE No: _____ **FAX No:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **EMAIL:** _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

FEDERATED MUTUAL INSURANCE COMPANY
 Home Office: P.O. Box 328
 Owatonna, MN 55060
 Phone: 1-888-333-4949

HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY
 COMPANY B
 COMPANY C
 COMPANY D

INSURED 255-647-0
 MEMORIAL FUNERAL HOME
 VELMA SUE DE LEON DBA
 PO BOX 125
 SAN JUAN TX 78589

COVERAGE
 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	08/12/10	08/12/11	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				
	WED EXP (Any one person) \$ 5,000				
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	08/12/10	08/12/11	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 \$				
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9317892	08/12/10	08/12/11	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000				
	\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	9317891	08/12/10	08/12/11	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- P CM
	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 78538

2556470
 HIDALGO COUNTY
 AUDITING DEPARTMENT
 3100 S CLOSER
 EDINBURG TX 78539

2
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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




AGENDA

**CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
February 22, 2011
9:30 A.M.**

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

- 1. **Roll Call** All Present
- 2. **Pledge of Allegiance** All
- 3. **Prayer** Comm Quintanilla
- 4. **Approval of Consent Agenda** 6 A / 13 C
- 5. **Open Forum**
- 6. **Executive Officer - Valde Guerra:**
 - A.
 - 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
 - 2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"
 - B. **AI-25352** Approval of Annual Museum Funding Agreement between County of Hidalgo and Museum of South Texas History for year 2011 in the amount of \$ 360,000.00
approved
 - C. **AI-25305** Recognition/Presentation of Certificate of Compliance on Jail Inspection conducted on January 26-28, 2011 by Texas Commission on Jail Standards
approved
 - D. **AI-25429** Discussion and possible action regarding census count by U. S. Department of Commerce, Bureau of the Census
approved
 - E. **AI-25435** Discussion, consideration and action on Commissioners' Court Agenda Process and Timelines
approved
 - F. **AI-25439** Request to use the courthouse open forum grounds for the National Day of Prayer Event to be held on May 5, 2011 from 8:00am - 8:00 pm.
 - G. **AI-25438** Discussion regarding the Road Administration Account in the Road and Bridge Fund
approved
 - H. **AI-25436** Discussion, consideration and action on the rental of additional space at the Mediplex Building under the current Lease/Purchase Agreement.
discussion only
- 7. **Constables:**
 - A. **AI-25300** Constable Pct. #2:
Approval to submit the FY 2010 Chapter 59 Asset Forfeiture Report, as required by the Office of the Attorney General.
approved

February 22, 2011

Total Scores	Dannenbaum Engineering	Mala-Villarreal, Garcia Design	Pollakhorn Architectural Group
Evaluator 1	95	94	93
Evaluator 2	96	92	94
Scores	191	186	187
Average	95.5	93	93.50

approved

c. Authority for the Purchasing Department to negotiate a professional service contract with No. 1 ranked firm of Dannenbaum Engineering for the provision of Repairs and/or Renovations of County Owned Buildings located within Precinct No. 4 Projects

D. Health & Human Services Dept.

approved

1. **AI-25371** Recommending award of bid and approval on contract to the sole bidder, Valma Sue DeLeon dba/Memorial Funeral Home, meeting all specifications/requirements, terms and conditions as attached hereto for: "Funeral and Burial Services for Hidalgo County Qualified Indigent Families" - RFB No. 2011-024-01-19-YZV.

E. Colonia Access Program Pct. 2

approved

1. **AI-25257** Acceptance and approval of the following:
 - a. Application for Payment No. 3 (Retainage Release) in the amount of \$13,929.70;
 - b. "Certificate of Construction Completion" reflecting the date of January 11, 2011;

from O. G. Construction Company, LLC for McColl Estates as reviewed and submitted by project engineer R. Gutierrez Engineering Corporation (C-CAP 10-289-09-07).

F. Colonia Access Program Pct. 3

approved

1. **AI-25323** Presentation of recommendation by project engineer, Javier Hinojosa Engineering for the purpose of award by CC to the lowest bidder meeting all specifications: MJA Construction, LLC in the amount of \$179,460.75 for Bid No. CAP-10-396-12-29-YSI "Road & Drainage Construction for Basham #14 Subdivision".

approved

2. **AI-25342** Presentation of a recommendation by project engineer, Javier Hinojosa Engineering for CC to award to the lowest bidder meeting all specifications: SDM Partners in the amount of \$222,050.00 for Bid No. CAP-10-379-12-15-YSI "Road & Drainage Construction for La Sueña Subdivision".

approved

3. **AI-25324** Presentation of a recommendation by project engineer, Javier Hinojosa Engineering for award CC to the lowest bidder meeting all specifications: Sascon, Inc. in the amount of \$118,113.80 for Bid No. CAP-10-395-12-29-YSI "Road & Drainage Construction for Ariel Hinojosa Subdivision".

G. Colonia Access Program Pct. 4

approved

1. **AI-25380** Requesting authority to reject all submitted bids received for:
 - a. CAP-10-397-12-29-YSI "Road & Drainage Construction for Las Brisas Subdivision";
 - b. CAP 10-398-12-29-YSI "Road & Drainage Construction for Seminary Village Subdivision";
 - c. CAP-11-021-02-02-YSI "Road & Drainage Construction for Foster Subdivision";
 in as much as bids submitted/received were all over budget.

H. Sheriff's Office

approved

1. **AI-25362** a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 281-07), **Two (2) New 2010 or newer Ford Expeditions** fully equipped for a total of **\$73,330.00** which includes **\$400.00** buy-board pricing and delivery fees for -Project #2011-090-OGG); or in the alternative,

approved

- b. Authority to advertise sealed competitive procurement for the purchase of: **Two (2) 2010 or newer Ford Expeditions** to include options as described on attached specifications or equivalent.

February 22, 2011

AI-25371

23.D.1.

Hidalgo County-Award of Bid/Contract-"Funeral and Burial Services for H.C.Qualified Indigent Families"

CC REGULAR

Date: 02/22/2011
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Health & Human Services Dept.

Information

CAPTION

Recommending award of bid and approval on contract to the sole bidder, Velma Sue DeLeon dba/Memorial Funeral Home, meeting all specifications/requirements, terms and conditions as attached hereto for: "Funeral and Burial Services for Hidalgo County Qualified Indigent Families" - RFB No. 2011-024-01-19-YZV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-444-00-240-002-0-345
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 Available balance as of 2-18-11 \$103,505
 Services will be rendered on as "As Needed Basis"

Attachments

Link: [Contract Document#C-11-024-02-22-Velma Sue De Leon dba Memorial Funeral Home](#)
 Link: [email leagl counsel's approval of Contract Document](#)
 Link: [Bid Tabulation-Recommendation Memo-Participation Log](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/17/2011 11:05 AM	APRV
2	Budget & Management	Erika Zamora	02/17/2011 02:07 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/18/2011 08:30 AM	APRV
4	Auditor's Office		02/18/2011 04:25 PM	NEW
Form Started By: Yolanda Velasquez			Started On: 02/16/2011 11:00 AM	
Final Approval Date: 02/18/2011				