



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(Specifications)

TO: Eddie Olivarez, Chief Admintraive Officer
Health and Human Services Department

ATTN: Dairen Sarmiento via email: dairen_sarmiento@hchd.org

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: October 14, 2013

RE: Approval of Specifications For: Hidalgo County – “Funeral and Burial Services for H. C. Qualified Indigent Families” - RFB No. 2014-008-00-00-SGS

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If the Specifications are NOT met, make any and all modifications necessary in order to meet your specificaitons and return the revised copy to the designated Buyer in the Purchasing Department.

Please return Memorandum by no later than due date indicated below.

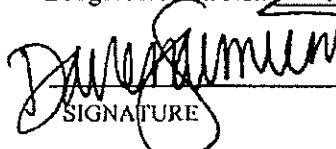
If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS <input checked="" type="checkbox"/>	

Funds Availability: YES / NO/ _____

Other (Specify) _____

Budget Account No.: 1100-444-00-240-002-0-345

	Dairen Sarmiento	Human Services 240-002	DATE
SIGNATURE	PRINTED NAME	DEPARTMENT	10/18/13

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than Monday, October 21, 2013 @ 3:00 P.M.

Enclosures

EXHIBIT "A"
 HIDALGO COUNTY
 FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
 RFB NO.: 2014-008-00-00-SGS

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.

78542-78539

Director

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. 2012

Annual Estimated Quantities for the Year 2009 2012		
Description: Traditional Funeral Services	Description: Traditional Burial Services with Burial Plot Marker <i>(Single burial plot)</i>	Description: Cremations & Internment of Cremated Remains
Adults (12 years and over) and Child (4-11 Years) 58 34 Infant (0-3 years) 5 19	Adults (12 years and over) and Child (4-11 years) 55 47	Adults (12 Years and over) 58 Infants (0-11 Years) 58 Internment of Cremated Remains

44
12

EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
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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 DECEDEDENT:** 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, any body 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.

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- 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 (vehicle schedule).**
- 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 interred 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. ↖ remove
- 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.

q. Religious Exceptions: Any additional costs for additional services that maybe required in order to comply with the deceased's religious beliefs and practices shall become the responsibility of the deceased's next of kin.

EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
RFB NO.: 2014-008-00-00-SGS

OPTION "B"
BURIAL SERVICES

SPECIFICATIONS:

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.
5. **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.
6. **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.**
7. **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.

EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
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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).
- 7) Any contract awarded to successful bidder will be in effect until: a) the contract expires. b) Delivery acceptance of products and/or performance of services ordered, or c) terminated by County with thirty (30) days written notice prior to the cancellation.
- 8) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.
- 9) After bid is awarded and low bidder(s) defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

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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: sandy.suarez@co.hidalgo.tx.us or via FACSIMILE (956) 292-7612 BY NO LATER THAN Wednesday, Month 00, 2013 at 5:00 P.M. Responses will be sent to all applicants via facsimile or email by Friday, Month 00, 2013 by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
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Attachment "A"
"APPLICATION LOCATION LIST"
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
COUNTY INDIGENT HEALTH CARE PROGRAM

1304 S. 25TH Avenue
 Edinburg, TX 78539 *42*

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

HEALTH CLINICS

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

McAllen Health Clinic

300 East Hackberry
 McAllen, TX 78501
 Tel: (956) 682-0824 or (956) 682-1473 Fax: ✓
 (956) 682-2016 ✓

Mayra Gantu - Eligibility Specialist
Joe Garcia - Eligibility Specialist
Leticia Herrera - Eligibility Clerk

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

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

Pharr Health Clinic
300 West Hill Acres
Pharr, Tx 78577

Tel: (956) 784-3580
787-3980
Fax: (956) 787-1254

←NEXT TO
 HEAD START

←ACROSS
 MEMORIAL
 HIGH SCHOOL

←TIERRA
 DORADA

←NEXT TO
 NORTHBRIDGE
 ELEMENTARY

HOSPITALS

Edinburg Regional Medical Center

1102 West Trenton Rd.
 Edinburg, TX 78541
 Tel: (956) 388-6704 ✓
 Fax: (956) 388-6025 ✓

Gloria West - Eligibility Specialist

McAllen Medical Center

301 West Expressway 83
 McAllen, TX 78503
 Tel: (956) 971-5645 ✓
 Fax: (956) 971-5839 ✓

Marcela Carda - Eligibility Specialist

Mission Hospital

9006 South Bryan Rd, Suite #103
 Mission, TX 78572 ✓
 Tel: (956) 323-1980 ✓
 Fax: (956) 323-1937 ✓

Ana Salinas - Eligibility Specialist

Knapp Medical Center

1401 East 8th Street
 Weslaco, TX 78596 ✓
 Tel: (956) 969-5587 ✓
 Fax: (956) 969-5338 ✓

Paola 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. Pies - Eligibility Specialist

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Doctor's Hospital @ Renaissance

5501 South McColl (Wellness Center)

Edinburg, TX 78539

Tel: (956) 362-~~2478~~ 6586

Fax: (956) 362-2478

Juan Rodriguez - Eligibility Specialist

EXHIBIT "A"
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- 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.
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contain Protected Health Information under the Federal Health Information
Portability and Accountability Act (HIPAA). If the receiver of this email is a
Covered Entity under the regulations, you are obligated to treat this
information accordingly. If this email was sent to you in error, you are
prohibited from utilizing or disseminating this email or any attachments.
Please immediately delete it from your computer system and notify the
sender of their error.

----- Original Message -----

From: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: 10/22/2013 10:27:32 AM
To: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
Subject: Re: Hidalgo County - "Funeral and Burial Services for H.C. Qualified
Indigent Families" - RFB 2014-008 - Memorandum of Approval &
Specifications

Good Morning Dairen,

We will have legal review the language. I need a favor please, I over-looked
additional lines on the chart for the Annual Estimated Quantities for 2012. (the
line had moved up and I hadn't realized it). I'm attaching it so you can
modify the number of * infants, under the middle section for the Traditional
Burial Services w/ plot marker and also in the Cremations & Interment section
the last line for

* Internment of Cremated Remains. Highlighted in **red**, are the changes already made.

Sorry the the inconveniences.

Thank you,
Sandy

EXHIBIT "A"
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REVISED EXHIBIT "A"
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- 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 **or cremation if ordered by a Justice of the Peace. The cremation remains will be kept with the County.**
- 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, any body 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.

REVISED EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
RFB NO.: 2014-008-00-00-SGS

- 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 (vehicle schedule).**
- 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 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.
- q) **RELIGIOUS EXCEPTIONS:** Any additional costs for additional services that maybe required in order to comply with the deceased's religious beliefs and practices shall become the responsibility of the deceased next of kin.

REVISED EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
RFB NO.: 2014-008-00-00-SGS

BURIAL SERVICES

SPECIFICATIONS:

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.
5. **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.
6. **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) **with a plot marker. Perpetual care is not required.**
7. **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.

REVISED EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
RFB NO.: 2014-008-00-00-SGS

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).
- 7) Any contract awarded to successful bidder will be in effect until: a) the contract expires. b) Delivery acceptance of products and/or performance of services ordered, or c) terminated by County with thirty (30) days written notice prior to the cancellation.
- 8) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.
- 9) After bid is awarded and low bidder(s) defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

REVISED EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
RFB NO.: 2014-008-00-00-SGS

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: sandy.suarez@co.hidalgo.tx.us or via FACSIMILE (956) 292-7612 BY NO LATER THAN **Wednesday, Month 00, 2013 at 5:00 P.M. Responses will be sent to all applicants via facsimile or email by **Friday, Month 00, 2013 by 5:00 P.M.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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REVISED EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
RFB NO.: 2014-008-00-00-SGS

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

HEALTH CLINICS

Edinburg Health Clinic

3105 East Richardson (Schunior) Rd
Edinburg, TX 78539
Tel: (956) 318-2087 or (956) 318-2088
Fax: (956) 383-3478

McAllen Health Clinic

300 East Hackberry
McAllen, TX 78501
Tel: (956) 682-0824 or (956) 682-1473 Fax:
(956) 682-2016

Mission Health Clinic

211 North Schuerbach Rd
Mission, TX 78572
Tel: (956) 581-8596 or (956) 581-9290
Fax: (956) 581-9459

Weslaco Health Clinic

1901 North Bridge
Weslaco, TX 78596
Tel: (956) 969-4700 or (956) 969-8071
Fax: (956) 969-8268

Pharr Health Clinic

300 West Hall Acres
Pharr, TX. 78577
Tel: (956) 784-3580 or (956) 787-3980
Fax: (956) 787-1254

HOSPITALS

Edinburg Regional Medical Center

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

←NEXT TO
HEAD START

McAllen Medical Center

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

←ACROSS
MEMORIAL
HIGH SCHOOL

Mission Hospital

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

←TIERRA
DORADA

Knapp Medical Center

1401 East 8th Street
Weslaco, TX 78596
Tel: (956) 969-5587
Fax: (956) 969-5338

←NEXT TO
NORTHBRIDGE
ELEMENTARY

Rio Grande Regional Hospital

222 East Ridge, Suite #118
McAllen, TX 78503
Tel: (956) 632-6586
Fax: (956) 632-6555

Doctor's Hospital @ Renaissance

5501 South McColl (Wellness Center)
Edinburg, TX 78539
Tel: (956) 362-6586
Fax: (956) 362-2478

Bid No: 2014-008-00-00

BuyerII: Sandy Suarez

Tel. No: (956) 318-2626

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REQUEST FOR BIDS

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

BID OPENING DATE

MONTH 00, 2013

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-2014-008-00-00-SGS-"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, MONTH DAY, 2014. 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-2014-008-00-00-SGS-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> </u> MONTH <u> </u> 00, 2013
Award of Contract	<u> </u> , 2013
Commence Work or Deliver Products	<u> </u> , 2013

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. Closner, 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:

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- 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.: 2014-008-00-00-SGS

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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: _____

Zimbra

leticia.saenz@co.hidalgo.tx.us

RE: Review & Approve- Draft Service Contract - Funeral and Burial Services for Hidalgo County Qualified Indigent Families

From : Steve Crain <scrain@atlashall.com>

Fri, Nov 01, 2013 05:09 PM

Subject : RE: Review & Approve- Draft Service Contract - Funeral and Burial Services for Hidalgo County Qualified Indigent Families

📎 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The draft contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent**: Friday, November 01, 2013 4:57 PM**To**: Steve Crain; Marynel Trevino**Cc**: Sandy Suarez; Darlene H. Betancourt**Subject**: Review & Approve- Draft Service Contract - Funeral and Burial Services for Hidalgo County Qualified Indigent Families

Good morning, Mr. Crain-

Please review and approve as to form, attached hereto, draft service contract for the purposes of the procurement process only for: **Funeral and Burial Services for Hidalgo County Qualified Indigent Families.**

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager*Hidalgo County Purchasing Department**2812 South Business Highway 281**Edinburg, Texas 78539**P(956) 318-2626 F(956) 318-2629**Email: leticia.saenz@co.hidalgo.tx.us*

😊...DON'T WORRY...BE HAPPY...😊



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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 (on an as needed basis)**, commencing on _____, **2014** and expiring on _____, **2016** and may be extended 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 sealed quote 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
302 West University Drive
Edinburg, Texas 78539

If to Company:

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.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this ____ day of _____, 2014.

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

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

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

DRAFT

EXHIBIT “B”
VENDOR’S BID PRICE & TABULATION

DRAFT

EXHIBIT “C”
INSURANCE REQUIREMENTS

DRAFT