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heidi.ortiz@co.hidalgo.tx.us

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**Re: Funeral & Burial Services for Hidalgo County Qualified Indigent Families**

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**From :** Robert Vina  
<robert.vina@da.co.hidalgo.tx.us>

Fri, Feb 08, 2019 01:41 PM

📎 1 attachment

**Subject :** Re: Funeral & Burial Services for Hidalgo County Qualified Indigent Families

**To :** heidi ortiz <heidi.ortiz@co.hidalgo.tx.us>

**Cc :** josephine ramirez  
<josephine.ramirez@da.co.hidalgo.tx.us>,  
victor garza  
<victor.garza@da.co.hidalgo.tx.us>, martha  
salazar <martha.salazar@co.hidalgo.tx.us>,  
dina trevino  
<dina.trevino@co.hidalgo.tx.us>

Good afternoon Ms. Ortiz,  
As requested, the office reviewed the draft RFB procurement packet for "Funeral & Burial Services for Hidalgo County Qualified Indigent Families" and approve it as to form subject to the inclusion of the following recommended modifications:

1. **Revise TOC, No. 10 to read:** Exhibit H - Required Contract Clauses for Contracts Under Federal Award, 2 CFR 200, Appendix II and FEMA (if applicable).

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2. **Revise TOC, No. 11 to read:** Exhibit I - Form FHWA 1273 - Required Contract Provisions Federal-Aid Construction Contracts.

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3. **Revise Legal Notice pages 4-5, No. 17- regarding Bonds and Debarment - by replacing the current no. 17 with the following:**

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

The County may, and if mandated by statute, shall, require a bid bond, a performance bond and/or a payment bond. Any such bond must be executed with a surety company authorized to do business in Texas and shall meet any other requirements established by law or by County pursuant to applicable law.

- 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.
- In the event the contract exceeds Fifty Thousand Dollars (\$50,000.00), the bidder shall furnish a payment bond and a performance bond to the County for the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid or proposal, but in any event prior to the commencement of actual work.
- 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 performance bond for a contract in excess of One Hundred Thousand Dollars (\$100,000.00) and *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.
- All participants 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 45 CFR Part 76. Register at SAMs System for Award Management @ [www.sam.gov](http://www.sam.gov).

#### **4. Revise Legal Notice page 6 - regarding Ethical Standards - by replacing the current the section with the following:**

**(Please also note that the section is missing a number so it will be the new number 19 and all the remaining sections will have to be re-numbered).**

##### 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 a device, 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

ng 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 subcontract or for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: *Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments*.

**NOTICE:**

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

- No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

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5. **Revise Legal Notice page 8, No. 27 - Indemnification Clause - by replacing the current the section with the following:**

28) **INDEMNIFICATION: 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.**

**6. Revise Legal Notice page 9, No. 32 - Contracts Subject to Federal Award- First Bullet only - by replacing the current first bullet in the section with the following:**

(This Affects the first bullet in this section. The remainder of the bullets in this section remain the same.)

- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200 (*Contract Provisions for non-Federal Entity Contracts Under Federal Awards*). As such, **if applicable**, the provisions of the Hidalgo County Purchasing Policy, the procurement standards found in 2 CFR, Part 200, the provisions of Appendix II to 2 CFR 200 and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.

**7. Revise Legal Notice - need to add the "Boycott Israel" language since missing from this legal notice. (Please note, I have drafted a revised shorter version of this statement recommended for use in future packets).**

\_\_\_\_\_) TEX. GOVT. CODE 2270- BOYCOTT ISRAEL VERIFICATION: Effective September 1, 2017, the Texas Government Code was amended to require state agencies and political subdivisions to obtain written verification from the Company that their Company (i) does NOT boycott Israel and (ii) will not boycott Israel during the life of this contract, agreement or purchase order (hereafter referred to as "Contract"). By accepting this Contract, the Company verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code §2270.001(1) and §808.001(1), as amended. The County cannot execute a contract for goods or services without this declaration.

**8. Revise Legal Notice - please replace the current bidder's signature page (current page 11) with the new revised signature page attached.**

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**9. Revise the attached Draft Contract for Services - add the following language in orange to no. 6 on the contract:**

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 in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

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**10. Revise the attached Draft Contract for Services - add the following language in orange to no. 20 on the contract:**

20. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

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Please let us know if you have any questions,

Thank you,

**Robert Viña III**

*Assistant District Attorney*  
Civil Litigation Division

**Robert Viña III**

*Assistant District Attorney*  
Civil Litigation Division

**Office of the Criminal District Attorney**  
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On Tue, Feb 5, 2019 at 12:45 PM heidi ortiz <[heidi.ortiz@co.hidalgo.tx.us](mailto:heidi.ortiz@co.hidalgo.tx.us)> wrote:

Good afternoon:

Attached you will find the complete draft packet for the above-referenced project for review and approval to advertise. This project needs to be on the agenda of the 12th.

Thank you,  
Heidi

Heidi Garcia Ortiz  
Contract Specialist II  
Hidalgo County Purchasing Department  
956-318-2626 - Ext. 4877

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 **Draft RFB-Legal Notice Signature Page.docx**

18 KB

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