

STATE OF TEXAS §
COUNTY OF FORT BEND §

THIRD RENEWAL TO AGREEMENT FOR PAUPER BURIALS, TRANSPORTS AND RELATED SERVICES PURSUANT TO RFP 16-020

THIS THIRD RENEWAL, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Hernandez Funeral Home, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have executed and accepted that certain Agreement for Agreement for Pauper Burials, Transports and Related Services Pursuant to RFP 16-020 (the "Agreement," attached as Exhibit A) on or about May 20, 2015; and renewed on or about July 6, 2016 and on or about July 18, 2017; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

NOW, THEREFORE, the parties do mutually agree as follows:

1. The Agreement is hereby renewed for an additional one-year period beginning on October 1, 2018, and will terminate on September 30, 2019. Thereafter, this Agreement shall be renewable annually (through September 30, 2020) under the same terms and conditions if mutually agreeable by both parties. This Agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.
2. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Second Renewal and the Agreement for Pauper Burials, Transports and Related Services Pursuant to RFP 16-020, the provisions of this Second Renewal shall prevail with regard to the conflict.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

{Execution Page Follows}
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IN WITNESS WHEREOF, the parties put their hands to this Second Renewal on the dates indicated below.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

HERNANDEZ FUNERAL HOME

Judy Alvarez

Authorized Agent- Signature

Judy Alvarez

Authorized Agent- Printed Name

Office Manager

Title

7-10-18

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS

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COUNTY OF FORT BEND

§

SECOND RENEWAL TO AGREEMENT FOR PAUPER BURIALS, TRANSPORTS AND RELATED SERVICES PURSUANT TO RFP 16-020

THIS SECOND RENEWAL, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Hernandez Funeral Home, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have executed and accepted that certain Agreement for Agreement for Pauper Burials, Transports and Related Services Pursuant to RFP 16-020 (the "Agreement," attached as Exhibit A) on or about May 20, 2015; and renewed on or about July 6, 2016 and

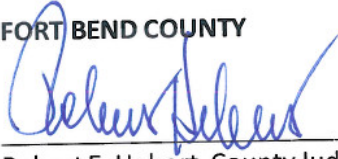
WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

NOW, THEREFORE, the parties do mutually agree as follows:

1. The Agreement is hereby renewed for an additional one-year period beginning on October 1, 2017, and will terminate on September 30, 2018. Unless sooner terminated pursuant to the terms of this Agreement, and upon approval of funding by the Commissioners Court during the budget process relating to any Renewal Term, this Agreement shall automatically renew on October 1, 2018, for an additional one-year term, and each successive October 1 for up to an additional two (2) years, with the final renewal to terminate September 30, 2020. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Agreement is specifically amended pursuant to Section 6 of this Agreement to make any changes in those terms. Non-competitive renewal shall be based upon the Contractor's positive performance and County's continuing need for the services.
2. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Second Renewal and the Agreement for Pauper Burials, Transports and Related Services Pursuant to RFP 16-020, the provisions of this Second Renewal shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Second Renewal on the dates indicated below.

FORT BEND COUNTY



Robert E. Hebert, County Judge

7-18-2017
Date

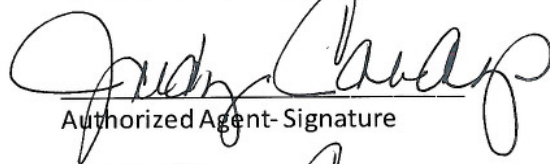
ATTEST:



Laura Richard, County Clerk



HERNANDEZ FUNERAL HOME



Authorized Agent- Signature

Judy Cavazos

Authorized Agent- Printed Name

Office Manager

Title

7/13/17
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$50,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST RENEWAL TO AGREEMENT FOR PAUPER BURIALS, TRANSPORTS AND RELATED SERVICES
PURSUANT TO RFP 16-020**

THIS FIRST RENEWAL, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Hernandez Funeral Home, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have executed and accepted that certain Agreement for Agreement for Pauper Burials, Transports and Related Services Pursuant to RFP 16-020 (the "Agreement," attached as Exhibit A) on or about May 20, 2015; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

NOW, THEREFORE, the parties do mutually agree as follows:

1. The Agreement is hereby renewed for an additional one year period beginning on October 1, 2016, and will terminate on September 30, 2017. Thereafter, this Agreement shall be renewable annually for three (3) years (through September 30, 2020) under the same terms and conditions if mutually agreeable by both parties. This Agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.
2. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this First Renewal and the Agreement for Pauper Burials, Transports and Related Services Pursuant to RFP 16-020, the provisions of this First Renewal shall prevail with regard to the conflict.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

*{Execution Page Follows}
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IN WITNESS WHEREOF, the parties put their hands to this First Renewal on the dates indicated below.

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

July 5, 2016
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk

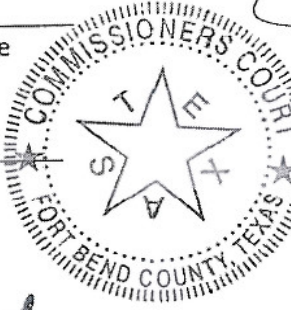
HERNANDEZ FUNERAL HOME

Judy Cavazos
Authorized Agent- Signature

Judy Cavazos
Authorized Agent- Printed Name

Office Manager
Title

6-23-16
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 50,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant
Robert Edward Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR PAUPER BURIALS, TRANSPORTS AND RELATED SERVICES
PURSUANT TO RFP 16-020**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and **HERNANDEZ FUNERAL HOME** (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide burial and related services (hereinafter "Services") pursuant to and in accordance with RFP 16-020; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

- A. Contractor shall perform, in a satisfactory manner as determined by County, services and activities in accordance with Exhibit A to this Agreement and as additionally provided in Section 1 of this Agreement.
- B. County will only provide heavy-duty body bags. Contractor must supply all other body bags that will meet the requirements of the Harris County and Galveston County Medical Examiner.
- C. Contractor shall have a minimum of two (2) transport vehicles for use of this Agreement. In the event more than (2) transport vehicles are necessary to fulfill the terms of this Agreement, Contractor shall have access to additional transport vehicles.
- D. Contractor shall have an on-site storage cooler for use of this Agreement.
- E. Contractor shall allow County to inspect Contractor's facility at any time during the term of this Agreement.

- F. Contractor's services and clothing shall represent "best commercial practices," including but not limited to fully enclosed shoes/boots and full-length pants. Casual clothing not identified with Contractor's name and/or logo shall not be permitted. Contractor's employees, agents and representatives clothing shall clearly identify Contractor or each employee, agent or representative shall have a Contractor identification badge readily visible on clothing.
- G. Upon dispatch, Contractor shall contact the County Sheriff's Office dispatch/communications division identifying themselves as Unit #99, confirming receipt of call and advising an estimated time of arrival to the scene. Upon arrival at scene, Contractor shall notify Sheriff's Office dispatch. At time of departure from the scene, Contractor shall notify Sheriff's Office dispatch of destination, including Contractor's facility or Medical Examiner and shall notify Sheriff's Office dispatch upon arrival at destination.
- H. Contractor shall use the highest degree of care and sensitivity when transporting bodies under this Agreement. Transport stretchers shall be padded and secured in vehicles in a manner that immobilizes the body from movement during normal transport. Padding shall be installed on all head-bars to prevent injury during any sudden stops. A pillow shall be used between the head and head-bar for additional support during transport.
- I. Contractor shall only transport bodies from the same crime scene in the same vehicle and shall immediately transport to the Medical Examiner or Contractor's facility as directed by the law enforcement death investigator. Stops between the crime scene and final destination are strictly prohibited.
- J. Contractor is prohibited from any discussions with family members at the crime scene or at time of body retrieval. In the event family members have questions regarding services provided, Contractor shall refer family members to the law enforcement death investigator at the scene.
- K. Contractor shall provide a contact telephone number to County for after-hours calls that is manned 24/7. Answering services are not permitted.
- L. Contractor's employees, agents or representatives who arrive at a scene must either hold a valid funeral director license or be authorized by the funeral director.
- M. Contractor shall secure grave space only at cemeteries located in Fort Bend County, unless County provides prior, written authorization for an out of county location. Out of county requests must be made prior to the need to schedule a burial.
- N. Contractor must notify County a minimum of 48 hours in advance of any burial service conducted pursuant to this Agreement, in order to allow County to attend the service, at the County's discretion.

- O. In the event of natural disasters of any kind, including hurricanes, flooding, etc., Contractor shall have sufficient staff available to provide services under this Agreement to County.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services shall not exceed the amounts identified in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total

maximum sum certified as available by the County Auditor, specifically allocated to fully discharge any and all liabilities County may incur.

- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed the amount certified below as available by the County Auditor.

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and be performed by Contractor without delay.

Section 6. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Term & Termination

- A. Services shall commence October 1, 2015, renewable annually for four (4) years (through 30 September 2020) under the same terms and conditions if mutually agreeable by both parties. This Agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.
- B. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- C. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

- b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
- 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7B above.
- D. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- E. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written

notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.

- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this

Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Social Services
ATTN: Director
4520 Reading Rd # A
Rosenberg, TX 77471

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: Hernandez Funeral Home
Attn: Judy Cavazos
PO Box 1042
Rosenberg, TX 77471

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals

in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

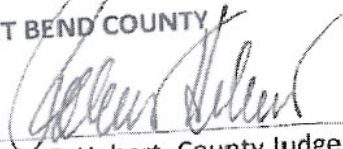
In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Remainder left blank

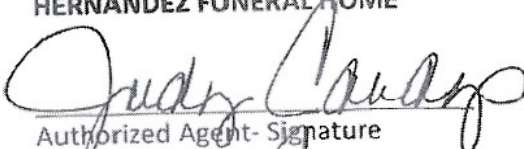
Execution page follows

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 22 day of September, 2015.

FORT BEND COUNTY


Robert E. Hebert, County Judge

HERNANDEZ FUNERAL HOME


Authorized Agent- Signature

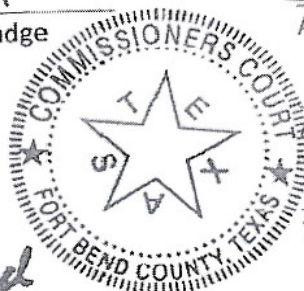
Judy Carazos
Authorized Agent- Printed Name

Office Manager
Title


9/16/2015
Date

ATTEST:


Laura Richard, County Clerk



APPROVED:


M. desVignes-Kendrick, MD, MPH, FAAP
FBCH&HS Director

MTR: I/Agreements/2016/Purchasing 9.14.15

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$50,000.00 to accomplish and pay the obligation of Fort Bend County under this contract:



Robert Edward Sturdivant, County Auditor

EXHIBIT A

Scope of Service

**Fort Bend County, Texas
Request for Proposals**



**Term Contract for Pauper Burials, Transports and Related Services
for Fort Bend County
RFP 16-020**

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**
All correspondence must include the term
"Purchasing Department" in address to
assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, August 20, 2015
1:30 PM (Central)

LABEL ENVELOPE:

RFP 16-020
Pauper Services

**ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF
FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.**

**RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND THE NAMES
OF THE RESPONDING VENDORS PUBLICLY READ.**

RFPs RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided after final
agreement approved by Commissioners Court.

Fort Bend County is always conscious and
extremely appreciative of your effort in the
preparation of this RFP.

Requests for information must be in
writing and directed to:

Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytx.gov

Prepared: 07/27/15
Issued: 8/05/15

1.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor to provide pauper burials, transports and other related services for Fort Bend County, which meets or exceeds the specifications contained herein.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL SUBMISSION:

3.1 Questions:

Questions concerning this RFP must be submitted in writing to Ms. Cheryl Krejci, CPPB, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, cheryl.krejci@fortbendcountytexas.gov. Responses to questions will be issued in writing only, verbal questions and responses will not be considered. Deadline for submission of questions and/or clarification is **Thursday, August 13, 2015 at 2:00PM. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

3.2 Response Requirements:

When submitting a proposal in response to this request the following are required:

- 3.2.1 **One (1) original, four (4) copies and one (1) electronic response on CD or flash drive. CD or flash drive must contain only one (1) file in PDF format and must match written original response identically. Failure to provide proper CD or flash drive is cause for disqualification.**
- 3.2.2 Insure that this RFP is included in your proposal and that all the information requested on the cover of this RFP is completed.
- 3.2.3 Provide a title page showing the RFP subject, name of proposer, address, telephone number, fax number and email address. The title page must be signed by an officer of the firm.
- 3.2.4 Provide all required elements as stated herein.

3.3 Proprietary Information:

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating proposals and conducting contract negotiations.

3.4 Cost of Proposal Preparation:

The cost of preparing a response to this RFP is not reimbursable to respondent or selected provider.

3.5 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the respondent prior to the deadline for submission. Modifications received after the submission deadline will not be considered. No proposal may be withdrawn for a period of 60 calendar days after opening without permission of Fort Bend County. Respondents

will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Revisions will be permitted after submission and before final contract award for the purpose of obtaining the best and final offer.

3.6 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

3.7 Confidentiality of Proposals:

Proposals will be opened on the date specified on the cover page and kept secret during the process of negotiations. Only the names of the respondents will be made public at time of opening. All proposals that have been submitted shall be open for public inspection only after final contract award, subject to the requirements of the Public Information Act.

3.8 Contract Award:

Award of contract will be made by Fort Bend County Commissioners Court to the responsible company who has been determined to be the best evaluated offer resulting from negotiations. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this request for proposals.

3.9 Exceptions RFP:

Any and all exceptions, conditions or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception, and inserted in the proposal along with associated costs.

4.0 INSURANCE:

4.1 All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with Bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

4.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:

- 4.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 4.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 4.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 4.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 4.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). In compliance with SB 425 vendor must provide a copy of the insurance endorsement or policy wording for additional insured.
- 4.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 4.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 4.6 No cancellation of or changes to the certificates, or the policies, may be made without ninety (90) days prior, written notification to Fort Bend County.
- 4.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

5.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 5.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.
- 5.2 Contractor's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 5.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.
- 5.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 5.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 5.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 5.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

6.0 TERM OF CONTRACT:

This contract is for the period **1 October 2015** through **30 September 2016**, renewable annually for four (4) years (through **30 September 2020**) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

7.0 REQUIREMENTS OF SERVICES:

- 7.1 Vendor will act in a professional manner at all death scenes attended in respect for the decedent, decedent's family and friends, and the general public.
- 7.2 Vendor must comply with all applicable laws and specific procedures required in handling and transportation of decedents.

Any violations of compliance will be reported to the Fort Bend County Purchasing Agent. If violations continue after initial report, or if there are more than three violations of the contract specifications, Vendor may be subject to termination of the contract.
- 7.3 Vendor must own and have available a minimum of two (2) transport vehicles in their inventory at all times. In addition, in the event where two (2) transport vehicles are not sufficient, vendor must have access to additional vehicles. Vehicles shall be reliable, clean, mechanically sound, secure, dignified, private and in good appearance. Vehicle must be kept in good repair and have regularly scheduled and documented maintenance records. These records must be available for review by Fort Bend County authorities on request. The interior of the vehicles must be regularly cleaned and disinfected. Vehicles must allow for bodies to be tightly secured to prevent any damage during transport.
- 7.4 Vendor is required to have on-site storage cooler and may be inspected by Fort Bend County Purchasing Agent or his authorized representative at any time during this contract.
- 7.5 A site visit of your facility prior to award of this contract or during the term of this contract may be conducted by the Fort Bend County Purchasing Agent or his authorized representative.
- 7.6 Vendor's clothing shall represent "best commercial practice" and shall be clearly marked with Vendor's name on the clothing or with badge identification. Fully enclosed shoes or boots and full length pants must be worn at all times. Casual clothing not clearly identified with Vendor's name is prohibited.
- 7.7 Upon dispatch to a scene, Vendor shall contact the Sheriff's Office dispatch/communications division identifying themselves as Unit #99 confirming receipt of call and advising of ETA (estimated time of arrival) to scene. Upon arrival at scene, Vendor shall notify Sheriff's Office dispatch. At time of departure from scene, Vendor shall notify Sheriff's Office dispatch of time and destination and shall notify dispatch upon arrival. Vendor shall notify Sheriff's Office dispatch upon arrival at Medical Examiner, if applicable.

- 7.8 Vendor is prohibited from discussions with any family member at the time of pick-up. Vendor shall refer family members to the death investigator or law enforcement at the scene if questioned regarding disposition of body.
 - 7.9 Vendor shall not photograph or otherwise record or videotape a decedent nor anything else at a death scene for any reason.
 - 7.10 Vendor will work under and assist the Death/Medical Investigator under their direction, if a Death/Medical Investigator is present at the scene. Vendor will not enter a death scene outside of a medical facility until approved by the Death/Medical Investigator (if present) or law enforcement officer at the scene.
 - 7.11 No information regarding Vendor's services or facility shall be discussed at the scene.
 - 7.12 Vendor will not release any information about or discuss a death scene or decedent to the media or any persons. All information regarding decedents, investigations, or other medical examiner matters will be held in strictest confidence at all times. All media calls must be referred to the handling agency.
 - 7.13 Vendor will provide reliable phone number to County for after-hours calls that is answered 24/7, to avoid usage of answering service or voice mail.
 - 7.14 Personnel responding to a scene must either hold a funeral director license or be authorized by the funeral director. Proof of funeral director license must accompany RFP submittal.
 - 7.15 In the event of a natural disaster (hurricane, flooding, etc.), vendor must stay operational to assist Fort Bend County.
 - 7.16 History: Calendar year 2014, Fort Bend County had twelve (12) pauper burials, zero (0) cremations, two hundred and eight seven (287) transports of which two hundred and forty one (241) were transports to the medical examiner, forty (40) were transported to Hernandez Funeral Home, six (6) were transported to Harris County Institute of Forensic Sciences and seventeen (17) billable days of cooler storage.
- 8.0 PAUPER BURIAL AND RELATED SERVICE REQUIREMENTS:**
- 8.1 Provide pricing to include body pickup from a health care facility, transport vendor's facility, Harris County Medical Examiner or Galveston County Medical Examiner at University of Texas Medical Branch Department of Pathology.
 - 8.2 Provide pauper burial service to include the below services and items:
 - 8.2.1 Locate cemetery and follow all rules and regulations of said cemetery.

- 8.2.2 Casket (pinewood or metal, cloth covered, non-protective).
 - 8.2.3 Embalming.
 - 8.2.4 Opening and closing of grave space.
 - 8.2.5 Grave side service to be dignified with minister. Vendor must notify Fort Bend County Social Services of date and time of service.
 - 8.2.6 Temporary grave marker must be provided.
 - 8.2.7 Filing and documentation of all required paperwork including receiving checks from estates and working with Fort Bend County to determine its share.
 - 8.2.8 Vendor will only refer family members to Fort Bend County Social Services when the appropriate situation arises as agreed.
 - 8.3 Fort Bend County reserves the right to inspect any pauper burial service to ensure specifications are satisfied.
 - 8.4 In the event, the family decides to hire the funeral services of the Vendor awarded this contract, the awarded Vendor must inform the family they are responsible for the transport costs, and/or if the family decides to hire the funeral services of another Funeral Home, the family will be responsible for initial transport cost and transport cost to the other Funeral Home.
- 9.0 TRANSPORT SERVICE AND PRICING REQUIREMENTS:**
- 9.1 Provide body pickup and transportation to include:
 - 9.1.1 Proper personnel, vehicle(s), equipment and necessary supplies.
 - 9.1.2 Transport body in body bag to location designated by Fort Bend County Justice of the Peace, Death Investigator or designated County representative: Vendor's facility, Harris County Medical Examiner or Galveston County Medical Examiner at University of Texas Medical Branch Department of Pathology. Fort Bend County will only provide heavy-duty body bags, when warranted, to the successful transport vendor. Vendor must supply all other body bags that will meet the Galveston County medical examiner's specification. All transports require the use of a body bag.
 - 9.1.3 Transport stretchers shall be padded and secured in a manner that immobilizes body from moving during normal transport. Padding shall be

installed on all head-bars to prevent injury during a sudden stop. A pillow shall also be used between the head and the head-bar for additional support.

- 9.1.4 Hold in cold storage for the first 24 hours at no charge and for ordered blood draw or notification of next of kin. If the body has not been picked up after 24 hours, Fort Bend County Social Services must be notified for approval to continue to hold in storage or authorize the burial/cremation.
- 9.1.5 All transports will only be authorized by the following individuals: Justice of Peace, Death Investigators and Director of Social Services.
- 9.2 Transport vehicles may only transport bodies from the same crime scene. Bodies are immediately to be transported to the Medical Examiner or Vendor's facility as directed by the death investigator. No stops are permitted after departure from crime scene.
- 9.3 In those extremely rare cases where a scene requires additional transports and the successful transport vendor is unable to transport all in a timely manner, Fort Bend County reserves the right to contract for that service on the open market without endangering this contract.

10.0 INVOICING:

Invoicing must include the following:

- 10.1 Correct name of the deceased individual.
- 10.2 The name of the Fort Bend County Justice of the Peace authorizing an autopsy-or not, as the case may be on each Justice of the Peace's individual Investigation Form.
- 10.3 The identifying case number of that Justice of the Peace.
- 10.4 The identifying Medical Examiners Case Number (MECN) given by the Medical Examiner's office if transport to that location.
- 10.5 If pick-up of individual was made at an area hospital, the address of the deceased and hospital must be given.

11.0 PRICING:

Vendor's proposal is to include pricing as detailed below:

Infant/Child burial - 1'6", 1'9", or 2' - Wooden cloth-covered casket; Pink or Blue with White crepe interior:	\$ <u>545.00</u> each
Infant/Child burial - 2', 2'6", or 3'6" - Wooden cloth-covered casket; Pink or Blue with White crepe interior:	\$ <u>650.00</u> each
Regular Adult burial – over 3'6" L X 24" W - Cloth-covered or metal casket:	\$ <u>900.00</u> each
Oversized Adult burial – over 3'6" L X 27" W - Cloth-covered or metal casket:	\$ <u>1325.00</u> each
Oversized Adult burial – over 3'6" L X 29" W - Cloth-covered or metal casket:	\$ <u>1350.00</u> each
Oversized Adult burial – over 3'6" L X 33" W - Cloth-covered or metal casket:	\$ <u>1440.00</u> each
Oversized Adult burial – over 3'6" L X 36" W - Cloth-covered or metal casket:	\$ <u>1480.00</u> each
Oversized Adult burial – over 3'6" L X 44" W - Metal non-gasketed:	\$ <u>3100.00</u> each
Oversized Adult burial – over 3'6" L X 48" W - Metal non-gasketed:	\$ <u>3250.00</u> each
Cremation:	\$ <u>425.00</u> each
Body pickup, bag and transport to Vendor's facility:	\$ <u>149.00</u> each
Body pickup, bag and transport to Harris County Medical Examiner:	\$ <u>169.00</u> each
Body pickup, bag and transport to Galveston County Medical Examiner:	\$ <u>169.00</u> each
Cooler storage per day, after first 24 hours:	\$ <u>20.00</u> each

Grave opening/closing additional fee for oversized caskets with 36", 44", and 48" widths: \$ 200.00 each

12.0 INVENTORY:

List below current inventory of transport vehicles, to include make, model and year:

2006 CHRYSLER TOWN & COUNTRY

2001 DODGE GRAND CARAVAN

2010 DODGE GRAND CARAVAN

13.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

13.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding scope of work
2	Firm experience
3	Pricing
4	Required forms (insurance, vendor forms, W9, debt form)

13.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

13.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

13.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Scope of Work (weight factor = 35%)

- Parties demonstrate their ability to meet the requirements stated above. In addition, describe how the services requested will be provided and how they will be supported. Describe the approach your firm will take to accomplish the required collaboration, scheduling and coordination required for this type of project.
- Describe the response times to locations within Richmond, Missouri City, Arcola, and Fulshear.

Tab 2

Firm Experience (weight factor = 30%)

- Provide proof of Funeral Director license(s).
- Provide a list of contracts held during the past three (3) years. References to include the client's name, contact name, phone and email address.

Tab 3

Price (weight factor = 30%)

- Provide detailed pricing.

Tab 4

Required forms and overall completeness of submission (weight factor = 5%)

- Insurance, vendor forms, W9, debt form

14.0 EVALUATION PROCESS:

- 14.1 After the proposals are received, the evaluation team shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for over all proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with proposers, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.

- 14.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the proposer of deficiencies in the proposal and shall allow the proposer to satisfy the requirements, questions, or concerns by submitting a final offer. The proposer may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 14.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 14.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 14.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 14.6 All proposals submitted are to be valid for a period of ninety (90) days.

15.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept secret until Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the respondents will be read aloud during the opening. All submitted proposals shall be open to public inspection after the contract is awarded. Vendor must submit a proposal to include all requirements as stated herein for submission to be considered. The contract will be awarded to the highest evaluated vendor whom submits a proposal including all requirements as stated herein.

16.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the contractor and Fort Bend County.

17.0 ADDITIONAL REQUIRED FORMS:

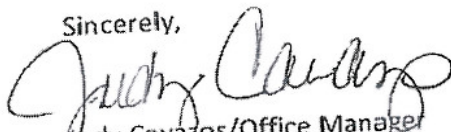
All vendors submitting are required to complete the attached and return with submission:

- 17.1 Vendor Form
- 17.2 W9 Form
- 17.3 Tax Form/Debt/Residence Certification

HERNANDEZ FUNERAL HOME
800 FOURTH STREET/P.O. BOX 1042
ROSENBERG, TEXAS 77471
(281) 342-8803 METRO LINE
(281) 232-4342 LOCAL LINE
(281) 232-5477 FAX LINE
judy_cavazos@yahoo.com

REF: Proposal for RFP 16-020 Pauper Burials, Transportation and Related Services

Sincerely,


Judy Cavazos/Office Manager
Executive Administrator

HERNANDEZ FUNERAL HOME, INC.
800 FOURTH STREET/P.O. BOX 1042
ROSENBERG, TEXAS 77471
(281) 342-8803 METRO LINE
(281) 232-4342 LOCAL LINE
(281) 232-5477 FAX

REF: PROPOSAL FOR RFP 16-020 PAUPER BURIALS, TRANSPORTATION AND
RELATED SERVICES

TABLE OF CONTENTS

- A. Executive Summary
- B. Understanding Scope of Work
- C. Firm Experience
- D. Pricing
- E. Required Forms (Insurance, Vendor Forms, W9, Debt Form)
- F. Funeral Directors License's

HERNANDEZ FUNERAL HOME, INC.
800 FOURTH STREET/P.O. BOX 1042
ROSENBERG, TEXAS 77471
(281) 342-8803 METRO LINE
(281) 232-4342 LOCAL LINE
(281) 232-5477 FAX

REF: PROPOSAL FOR RFP 16-020 PAUPER BURIALS, TRANSPORTATION AND
RELATED SERVICES

August 20, 2015

Executive Summary

Hernandez Funeral Home, Inc., having been in business for over 60 years, and also being the current contractor fully understand the nature of the transportation needs of the county and the urgency required to make these calls. Our staff includes personnel with numerous years of experience including working with large firms in the greater Houston area doing in excess of 150 calls per month.

The continuous growth of Fort Bend County and associated issues concerning pauper burials, transportation and related services will be met with the confidence that the knowledge and experience⁴ of our staff will be well capable to handle these issues including the future growth of Fort Bend County. It must be also noted that as being the current contractor we are already experiencing the growth of Fort Bend County, and also have plans and ideas that can be implemented as future growth is experienced.

Contacts for the following respondent are Judy Cavazos and James Rudel at (291) 342-8803.

(A)

HERNANDEZ FUNERAL HOME, INC.
P.O. BOX 1042/ 800 FOURTH STREET
ROSENBERG, TEXAS 77471
(281) 342-8803 PHONE
(281) 232-5477 FAX

REF: Proposal for RFP 16-020 Pauper Burials, Transportation and Related Services

August 19, 2015

Scope of Work and Work Experience

Being the current contractor for the pauper burials, transportation and related services herein termed (contract), indeed realize the problems and circumstances involved in each and every incident. The rapid growth of our county has even had an impact on the occurrence of different types of death scenes in which we have had to adapt our operating protocol. This adaption involves training that deals with the part of this contract that is never detailed on paper or discussed in public.

The knowledge needed to perform the tasks that have to be done prior to transports is strictly gained by experience. Being the current contractor and having staff members with extensive previous related experience in Houston, Texas thereby has given us the additional experience to be able to handle these situations that always are unpleasant to say the least. By being the current contractor we have built a relationship with the area J.P.'s Office Staff, including area Law Enforcement Agencies thereby having great communication with these agencies making it possible to perform our job in a professional manner with quite, dignity and respect.

Due to the fact that death and tragedy may occur at any time, it is therefore absolutely necessary that we be able to respond at all times of the day and night (24 Hours). This requires continued contact and communication with our staff to accomplish this. However there are times of the day that are more difficult to arrive on the scene quickly, that being traffic in early a.m. and p.m. during school hours and rush hour traffic. This can be helped by the agency requesting Unit 99 to make contact sooner.

The response times within Richmond and Rosenberg should almost always be the quickest. The areas of Katy, Fulshear, Sugar Land and Missouri City should be the next quickest and Arcola and Fresno area slightly greater. But as mentioned earlier these agencies can call for us earlier on almost all instances. It is also fair to say that there are times when for whatever reason we had not been called therefore we are delayed making a scene. In summary we have assembled personal that understand the situations that we are called to and the unique problems we may face and are prepared to handle them. Notwithstanding we would like to implement having regular meetings to discuss proper dispatch protocol. With the personnel from the various agencies to be able to have better communication that will help make the response times as minimal as possible. Having a protocol whereby we are put on standby would certainly shorten response times. As previously noted there are many instances when

we are not called until when we are actually needed or not called at all. All response times can be shorten with a greater level of protocol from within the agency requesting transport. We would look forward to meeting with all the agencies involved on a regular basis and having discussions in which we can improve our level of service to the county and our community.

(B)

HERNANDEZ FUNERAL HOME, INC.
800 FOURTH STREET/ P.O. BOX 1042
ROSENBERG, TEXAS 77471
(281) 342-8803 PHONE
(281) 232-5477 FAX

REF: Proposal for REP 16-020 Pauper Burials, Transportation and Related Services

Firm experience

We are familiar with the area and understand that it has grown rapidly:

- A. Increased traffic problems and congestion which causes some delaying in response times. We are constantly reviewing situations to help speed up response times and we would like to meet with Justice of the Peace and Law Enforcement Agencies to discuss ideas that we feel may be helpful.
- B. The area of the county that is the greatest distance from our location is the South Post Oak in Houston, Texas. The Houston Police Department continually express their appreciation for our promptness in our response to that area of the county.

With the increasing population of our county it is obviously, brings with it new challenges. That being we currently utilize a mortuary cot roll in type of refrigeration system located at our facility. This system is the largest type system located at any mortuary in Fort Bend County. This system has become more and more necessary and usually has to be operational at all times due to the increased refrigeration needs of the county.

We currently utilize 3 mini vans that are equipped to carry two mortuary cots each and the related equipment needed for removals. These types of vans are utilized extensively in the Funeral Services industry. We also utilize a 2 person team on each call authorized by a Texas Licensed Funeral Director of which we have included a copy of said licenses in our package.

Our staff includes individuals with numerous years of experience of making the removals, and related services. This experience expands over 30+ years and includes Houston and Harris County the 4th largest city in the United States.

We have the utmost respect for the deceased and their grieving families. Ultimately our goal is to provide transportation, pauper burials and related services in the most dignified manner possible and to constantly strive to enhance and improve our services.

11.0 PRICING:

Vendor's proposal is to include pricing as detailed below:

Infant/Child burial - 1'6", 1'9", or 2' - Wooden cloth-covered casket; Pink or Blue with White crepe interior:	\$ <u>545.00</u> each
Infant/Child burial - 2', 2'6", or 3'6" - Wooden cloth-covered casket; Pink or Blue with White crepe interior:	\$ <u>650.00</u> each
Regular Adult burial - over 3'6" L X 24" W - Cloth-covered or metal casket:	\$ <u>900.00</u> each
Oversized Adult burial - over 3'6" L X 27" W - Cloth-covered or metal casket:	\$ <u>1325.00</u> each
Oversized Adult burial - over 3'6" L X 29" W - Cloth-covered or metal casket:	\$ <u>1350.00</u> each
Oversized Adult burial - over 3'6" L X 33" W - Cloth-covered or metal casket:	\$ <u>1440.00</u> each
Oversized Adult burial - over 3'6" L X 36" W - Cloth-covered or metal casket:	\$ <u>1480.00</u> each
Oversized Adult burial - over 3'6" L X 44" W - Metal non-gasketed:	\$ <u>3100.00</u> each
Oversized Adult burial - over 3'6" L X 48" W - Metal non-gasketed:	\$ <u>3250.00</u> each
Cremation:	\$ <u>425.00</u> each
Body pickup, bag and transport to Vendor's facility:	\$ <u>149.00</u> each
Body pickup, bag and transport to Harris County Medical Examiner:	\$ <u>169.00</u> each
Body pickup, bag and transport to Galveston County Medical Examiner:	\$ <u>169.00</u> each
Cooler storage per day, after first 24 hours:	\$ <u>20.00</u> each