

**Fort Bend County Tabulation**  
**Bid 24-033**  
**Term Contract for Pauper Burial Services**

**Term: April 1, 2024 through March 31, 2025**

**Recommendation: Fort Bend Memorial Planning Center LLC = Primary, Carnes Funeral Home Inc. = Secondary**

Description	Estimated Quantity	Fort Bend Memorial Planning Center LLC, Rosharon, TX			Carnes Funeral Home Inc. Texas City, TX		
		Primary (called upon first)			Secondary (called upon only if Primary unable)		
		Lawson Number	Unit Bid Price	Extended Cost	Lawson Number	Unit Bid Price	Extended Cost
Infant/Child 1'6, 1'9 or 2'	1		\$ 1,725.00	\$ 1,725.00		\$ 1,800.00	\$ 1,800.00
Infant/Child 2'0', 2'6" or 3'6"	1		\$ 2,100.00	\$ 2,100.00		\$ 2,200.00	\$ 2,200.00
Regular Adult Over 3'6"L X 24'	2		\$ 5,150.00	\$ 10,300.00		\$ 5,995.00	\$ 11,990.00
Oversize Adult 3'6" X 27W	1		\$ 5,150.00	\$ 5,150.00		\$ 5,995.00	\$ 5,995.00
Oversize Adult 3'6" X 29W	1		\$ 5,625.00	\$ 5,625.00		\$ 6,495.00	\$ 6,495.00
Oversize Adult 3'6" X 33W	1		\$ 6,150.00	\$ 6,150.00		\$ 6,995.00	\$ 6,995.00
Oversize Adult 3'6" X 36W	1		\$ 7,275.00	\$ 7,275.00		\$ 8,195.00	\$ 8,195.00
Oversize Adult 3'6" X 44W	1		\$ 8,325.00	\$ 8,325.00		\$ 9,595.00	\$ 9,595.00
Oversize Adult 3'6" X 48W	1		\$ 10,300.00	\$ 10,300.00		\$ 11,195.00	\$ 11,195.00
Open/Close Grave Opening	1		\$ 300.00	\$ 300.00		\$ 300.00	\$ 300.00
Cremation	1		\$ 1,525.00	\$ 1,525.00		\$ 1,495.00	\$ 1,495.00
Body Pickup, Bag and Transport to Contractor's Facility	9		\$ 500.00	\$ 4,500.00		\$ 575.00	\$ 5,175.00
Cooler Storage	154		\$ 60.00	\$ 9,240.00		\$ 40.00	\$ 6,160.00
<b>Total:</b>				<b>\$ 72,515.00</b>		<b>Total:</b>	<b>\$ 77,590.00</b>

Disqualified:

Tripod Concepts LLC - Did not bid all items.



**COUNTY PURCHASING AGENT**  
**Fort Bend County, Texas**

**Vendor Information**

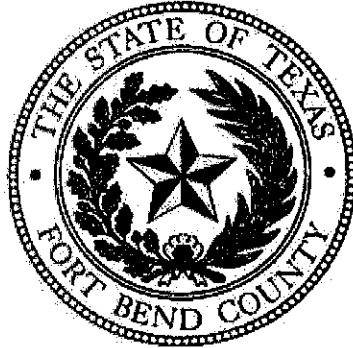
Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Fort Bend Memorial Planning Center LLC				
Business Name (if different from legal name)					
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 6 years		
Federal ID # or S.S. #	85-1555700	SAM.gov Unique Entity ID #			
SAM.gov CAGE / NCAGE					
Publicly Traded Business	<input checked="" type="checkbox"/> No      Yes Ticker Symbol _____				
Remittance Address	15006 Highway 6				
City/State/Zip	Rosharon, Texas 77583				
Physical Address	15006 Highway 6				
City/State/Zip	Rosharon, Texas 77583				
Phone Number	281-710-4893				
E-mail	Fortbendmemorialpc@yahoo.com				
Contact Person	Robert Swearington				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____		Cert Date _____ _____ _____ _____	Exp Date _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999 _____ \$17,000,000-\$22,399,999 _____ >\$22,400,000 _____			
NAICs codes (Please enter all that apply)	812210				
Signature of Authorized Representative					
Printed Name	Robert Swearington				
Title	Managing Partner				
Date	1/27/24				

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

*Fort Bend County, Texas  
Invitation for Bid*



*Term Contract for Pauper Burial Services  
BID 24-033*

**SUBMIT SEALED BIDS 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:**

Tuesday, January 30, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 24-033  
PAUPER BURIAL SERVICES

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

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.***

***BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after the Commissioners Court awards.

Requests for information must be in  
writing and directed to:  
Cheryl Krejci  
Assistant County Purchasing Agent  
[Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov)

**Vendor Responsibilities:**


- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no  
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

## 1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder: 



bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Assistant County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 23, 2024 at 9:00 AM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

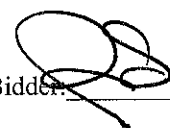
Initials of Bidder.



the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It

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is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.


- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

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that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

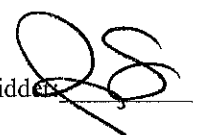
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

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most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

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name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first twelve (12) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## **2.0 TERMS & CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

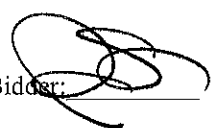
2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

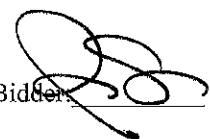
2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or

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selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated



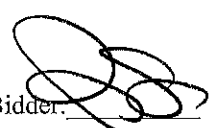


in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform

Initials of Bidder. 

Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

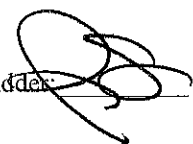
### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide pauper burial services which meet or exceed the specifications contained herein.

### **4.0 TERM OF CONTRACT:**

The term of this contract is **April 1, 2024 through March 31, 2025**, renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

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## **5.0 TEXAS ETHICS COMMISSION FORM 1295:**

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1297 "Certificate of Interested Parties", per the new Government Code Statute §2272.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1297 online through the State of Texas Ethics Commission website. Please visit: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1297.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1297.htm).
- 5.2 On-line instructions:
- 5.2.1 Name of governmental entity is to read: Fort Bend County.
- 5.2.2 Identification number used by the governmental entity is: B24-033.
- 5.2.3 Description is the title of the solicitation: Pauper Burial Services.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

## **6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

## **7.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

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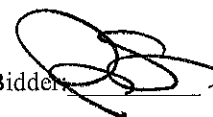
## **8.0 ASSIGNMENT:**

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## **9.0 GENERAL REQUIREMENTS OF CONTRACTOR:**

- 9.1 Contractor will comply with and follow all applicable laws including the Texas Funeral Service Commission (TFSC) Governing Laws, and specific procedures required in handling and transportation of decedents.
- 9.2 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 and/or requirements, Contractor may be subject to termination of the contract.
- 9.3 Contractor presently has or is able to obtain adequate qualified personnel in its employment for the timely performance of the requirements as stated in this contract, and contractor shall furnish and maintain, at it's own expense, adequate and sufficient personnel, in the opinion of the County, to perform herein requirements without delays.
- 9.4 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 project.
- 9.5 Contractor will act in a professional manner at all death scenes in respect for the decedent, decedent's family and friends, and the general public.
- 9.6 Contractor shall not photograph or otherwise record or videotape a decedent nor anything else at a death scene for any reason.
- 9.7 Contractor's clothing shall represent "best commercial practice" and shall be clearly marked with Contractor's name on the clothing or with badge identification. Fully enclosed shoes or boots and full length pants must been worn at all times. Casual clothing not clearly identified with Contractor's name is prohibited.
- 9.8 No information regarding Contractor's services or facility shall be discussed at the scene.
- 9.9 Contractor is prohibited from discussions with any family member at the time of pick up. Contractor shall refer family members to the death investigator or law

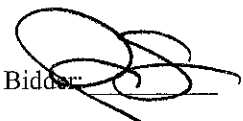
Initials of Bidder



enforcement at the scene if questioned regarding disposition of body. Contractor will not refer family members to Fort Bend County Social Services.

- 9.10 Contractor will work under and assist the Death/Medical Investigator under their direction, if a Death/Medical Investigator is present at the scene. Contractor 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.
- 9.11 Removal of personal property from the clothing of the deceased is not the responsibility of the Contractor, nor completing an inventory of the contents of the clothing worn by the deceased.
- 9.12 Contractor 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.
- 9.13 Contractor must own and have available a minimum of two (2) transport vehicles in their inventory at all times including employees to operate both vehicles at the same time. In addition, in the event where two (2) transport vehicles are not sufficient, contractor must have access to additional vehicles and employees to operate the 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.
- 9.14 Upon dispatch to a scene Contractor 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, Contractor shall notify Sheriff's Office dispatch. At time of departure from scene, Contractor shall notify Sheriff's Office dispatch of time and destination and shall notify dispatch upon arrival. Contractor shall notify Sheriff's Office dispatch upon arrival at their facility, if applicable. Upon dispatch to the Medical Examiner office, contractor will notify the Medical Examiner office advising of ETA. Contractor will ensure they provide adequate personnel to load decedent into their vehicle.
- 9.15 Contractor is required to have on-site storage cooler which may be inspected by Fort Bend County Purchasing Agent or his/her authorized representative/s at any time during this contract. In the event freezer storage is required, contractor must notify the County Social Services representative.
- 9.16 A site visit of contractor's facility prior to award of this contract or during the term

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of this contract may be conducted by the Fort Bend County Purchasing Agent or his authorized representative/s.

- 9.17 Contractor will provide reliable phone number that is answered 24/7 for after-hours calls. Answering service and/or voicemail is not acceptable.
- 9.18 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 Bid submittal.

**10.0 TRANSPORT SERVICE REQUIREMENTS OF CONTRACTOR:**

- 10.1 Provide pricing to include body pickup from a death scene, health care facility, transport contractor's facility, or Fort Bend County Medical Examiner office.
- 10.2 All transports will only be authorized by the following individuals: Fort Bend County Social Services or Fort Bend County Death/Medical investigator.
- 10.3 Provide body pickup and transportation within two (2) hours to the death scene after receipt of call to include the below. If Contractor cannot provide pick up services within the two (2) hours from the death scene, contractor is to immediately notify FBC Dispatch, and a Secondary Contractor will be hired.

For transportation services needed for pick up of a body from the medical examiner, the Contractor is allowed 24 hours in which to retrieve the body. If the Contractor cannot pick up within the 24 hours, the Contractor must immediately notify FBC Social Services, and a Secondary Contractor may be hired to accomplish the pick up.

**10.3.1 Proper personnel, vehicle(s), equipment and necessary supplies.**

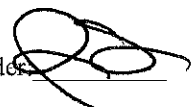
10.3.1.1 All transports must use body bag and zipper closure secured with individually numbered security tag provided by Fort Bend County

10.3.1.2 All bodies transported will have identification tag or band written in indelible ink affixed to the body or to the clothing securely worn by the body.

10.3.2 Transport body in body bag to location designated by Fort Bend Social Services. Fort Bend County will only provide the oversized body bags, when warranted, to the successful transport contractor. Contractor must supply all other body bags that will meet the Fort Bend County medical examiner's requirements. All transports require the use of a body bag.

10.3.3 Transport stretchers shall be padded and secured in a manner that

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immobilizes the 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.

10.3.4 Contractor is to hold the body in cold storage for the first 24 hours at no charge. 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.

10.4 Transport vehicles may only transport bodies from the same scene. Bodies are to be immediately transported to the Medical Examiner or Contractor's facility as directed by the Social Services or the County Medical Examiner. No stops are permitted after departure from the scene, unless instructed otherwise by the Medical/Death Investigator.

10.5 In those extremely rare cases where a scene requires additional transports and the successful transport contractor/s is/are unable to transport all bodies in a timely manner, Fort Bend County reserves the right to contract for that service on the open market without endangering this contract.

#### **11.0 CONTRACTOR'S TRANSPORT VEHICLE INVENTORY:**

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

2016 Dodge Grand Caravan

2015 Dodge Grand Caravan

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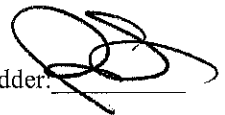
**12.0 PAUPER BURIAL AND RELATED SERVICE REQUIREMENTS OF CONTRACTOR:**

- 12.1 Provide pauper burial service to include the below services and items:
  - 12.1.1 Locate cemetery and follow all rules and regulations of said cemetery.
  - 12.1.2 Casket (pinewood or metal, cloth covered, non-protective).
  - 12.1.3 Embalming.
  - 12.1.4 Opening and closing of grave space.
  - 12.1.5 Grave side service to be dignified with an authorized officiant. Contractor must notify Fort Bend County Social Services of date and time of service.
  - 12.1.6 Temporary grave marker.
  - 12.1.7 Filing and documentation of all required paperwork and/or forms including receiving checks from estates and working with Fort Bend County to determine its share.
  - 12.1.8 Contractor will provide County 48 hours notification in advance of any burial service to be conducted pursuant to this contract in order to allow County to attend the service at the County's discretion.
- 12.2 Fort Bend County reserves the right to inspect any pauper burial service to ensure specifications and requirements are satisfied.
- 12.3 In the event, the family decides to hire the funeral services of this contract's Contractor, the Contractor must inform the family that they are responsible for the transport costs and storage fees. If the family decides to hire the funeral services of a different Funeral Home, the family will be responsible for initial transport cost to Contractor and transport cost to the other Funeral Home.
- 12.4 Contractor will secure grave space only at cemeteries located in Fort Bend County, unless County provides prior, written authorization for an out of county location.

**13.0 COUNTY'S RESPONSIBILITIES:**

**13.1 FBCSO Dispatch:**

Fort Bend County Sheriff's Office Dispatch contacts Contractor for pick up services.

Initials of Bidder: 



13.2 Social Services Department:

Social Services Department: Interviews the families requesting burial and/or cremation services to determine if pauper services are required, identifies next of kin when necessary, authorizes pick up from medical examiners, and authorizes burial or cremation.

13.3 Medical Examiner:

The Fort Bend County Medical Examiner will investigate the circumstances related to the death, and determine the need for a transport of the deceased. This includes the destination, i.e.; the medical examiner's office or to the contractor's facility for storage until further information can be gathered.

**14.0 INVOICING REQUIREMENTS:**

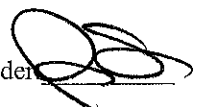
Invoicing must include the following:

- 14.1 Correct name of the deceased individual.
- 14.2 The identifying Medical Examiners Case Number (MECN) given by the Medical Examiner's office if transported to that location.
- 14.3 If pick-up of individual was from an area hospital, the address of the deceased and hospital must be provided.
- 14.4 Invoices for transportation services are to be submitted to the FBC Medical Examiner's Office. Invoices for Pauper Burials and Transports for Pauper Burials are to be submitted to the Social Services Department.

**15.0 AWARD:**

This contract may be awarded to a Primary and a Secondary contractor. On a case by case basis, should the Primary contractor be unable to perform the work required in a timely manner, the Secondary contractor may be contacted to accomplish the work.

*(The remainder of this page is intentionally left blank.)*



**Contract Sheet  
Bid 24-033**

**THE STATE OF TEXAS  
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 13 day of February, 2024,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and  
Fort Bend Memorial Planning Center (hereinafter designated Contractor).  
(company name)

**WITNESSETH:**

The Contractor and the County agree that the bid and specifications for the **Pauper Burial Services** which  
are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall  
constitute the full agreement and contract between parties and for furnishing the items set out and described;  
the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto  
and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 13th day of February, 2024.

Fort Bend County, Texas

By: KP George  
County Judge, KP George

By: [Signature]  
Signature of Contractor

By: Robert Swearington, III, CEO  
Printed Name and Title

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Fort Bend Memorial Planning Center LLC	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check <u>only one</u> of the following <u>seven</u> boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.) Fort Bend Memorial Planning Center	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code 15006 Highway 6 Rosharon, Tx 77583	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


<b>Social security number</b>								
			-				-	
<b>or</b>								
<b>Employer identification number</b>								
8	5		-	1	5	5	5	7 0 0

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ 	Date ▶ 1/27/24
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: \_\_\_\_\_

**TAX FORM/DEBT/RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): 85-1555700

Company Name submitting Bid/Proposal: Fort Bend Memorial Planning Center

Mailing Address: 15006 Highway 6 Rosharon, Tx 77583

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

\_\_\_\_\_

\_\_\_\_\_

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.\*

Property address or location\*\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No ☐ If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

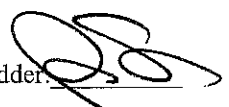
I certify that Fort Bend Memorial Planning Center is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Rosharon Texas.  
[City and State]

**16.0 BID PRICING:**

Vendor's response is to include pricing on this form as detailed below:

	Estimated Annual Quantity	Bid Price	Extended
Infant/Child burial - 1'6", 1'9", or 2' - Wooden cloth-covered casket; Pink or Blue with White crepe interior:	1	X \$1,725 each = \$	1,725
Infant/Child burial - 2', 2'6", or 3'6" - Wooden cloth-covered casket; Pink or Blue with White crepe interior:	1	X \$2,100 each = \$	2,100
Regular Adult burial – over 3'6" L X 24" W - Cloth-covered or metal casket:	2	X \$5,150 each = \$	10,300
Oversized Adult burial – over 3'6" L X 27" W - Cloth-covered or metal casket:	1	X \$5,150 each = \$	5,150
Oversized Adult burial – over 3'6" L X 29" W - Cloth-covered or metal casket:	1	X \$5,625 each = \$	5,625
Oversized Adult burial – over 3'6" L X 33" W - Cloth-covered or metal casket:	1	X \$6,150 each = \$	6,150
Oversized Adult burial – over 3'6" L X 36" W - Cloth-covered or metal casket:	1	X \$7,275 each = \$	7,275
Oversized Adult burial – over 3'6" L X 44" W - Metal non-gasketed:	1	X \$8,325 each = \$	8,325
Oversized Adult burial – over 3'6" L X 48" W - Metal non-gasketed:	1	X \$10,300 each = \$	10,300
Grave opening/closing additional fee for oversized caskets with 36", 44", and 48" widths:	1	X \$ 300 each = \$	300
Cremation:	1	X \$ 1,525 each = \$	1,525
Body pickup, bag and transport to Contractor's facility:	9	X \$ 500 each = \$	4,500

Initials of Bidder: 



Cooler storage per day, after first 24 hours: 154 X \$60 each = \$ 9,240

**Total: \$ 72,515**

**17.0 VENDOR STATUS:**

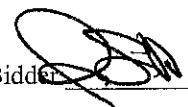
The awarded vendor is required to hold an **active** status on the SAM.gov website <https://sam.gov/content/home>, if applicable, along with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>

**18.0 REQUIRED FORMS:**

All vendors submitting are required to complete and provide the below forms along with any other requirements as stated herein with their submission:

- 18.1 Required Proof of Insurance
- 18.2 Vendor Form
- 18.3 W9 Form
- 18.4 Tax Form/Debt/Residence Certification

Initials of Bidder



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Fort Bend Memorial Planning Center  
Rosharon, TX United States

**Certificate Number:**  
2024-1119587

**Date Filed:**  
02/02/2024

**Date Acknowledged:**  
02/13/2024

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

B24-033  
PAUPER BURIAL SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Swearington, ROBERT	Fresno, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



COUNTY PURCHASING AGENT  
Fort Bend County, Texas

Vendor Information

J. Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Carnes Funeral Home Inc.												
Business Name (if different from legal name)													
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 20 Years										
Federal ID # or S.S. #	61-1424723	SAM.gov Unique Entity ID #	TWJBDJ2ZHV48										
SAM.gov CAGE / NCAGE	75T88												
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	3100 Gulf Freeway												
City/State/Zip	Texas City, TX 77591												
Physical Address	3100 Gulf Freeway												
City/State/Zip	Texas City, TX 77591												
Phone Number	409-986-9900												
E-mail	tim.baker@carnesfuneralhome.com, jay.carnes@carnesfuneralhome.com												
Contact Person	Carnes Funeral Home Inc.												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table><thead><tr><th>Cert Date</th><th>Exp Date</th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
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\$5,000,000-\$16,999,999 <input type="checkbox"/>	\$17,000,000-\$22,399,999 _____	>\$22,400,000 _____											
NAICs codes (Please enter all that apply)													
Signature of Authorized Representative													
Printed Name	Tim Baker												
Title	Executive Director												
Date	01/28/2024												

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

**Carnes Funeral Home Texas City**  
3100 Gulf Freeway  
Texas City, TX 77591  
409.986.9900, 409.986.9903 Fax  
carnesfuneralhome.com



**Carnes Funeral Home South Houston**  
1102 Indiana Street  
South Houston, TX 77587  
713.943.2500, 713.943.2503 Fax  
carnesfuneralhome.com

**Pauper Burials, Transports,  
and Related Services for  
Fort Bend County  
RFP 24-033**

## **Bid 24-033**

### **Table of Contents**

1. Understanding of Requirements
2. Firm Experience
3. Bid 24-033 initialed copies
4. Pricing
5. Overall Completeness of Proposal and Required Documents

*Fort Bend County, Texas  
Invitation for Bid*



*Term Contract for Pauper Burial Services  
BID 24-033*

**SUBMIT SEALED BIDS 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:**

Tuesday, January 30, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 24-033  
PAUPER BURIAL SERVICES

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

*BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.*

*BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.*

Results will not be given by phone.  
Results will be provided to bidder in writing  
after the Commissioners Court awards.

Requests for information must be in  
writing and directed to:  
Cheryl Krejci  
Assistant County Purchasing Agent  
[Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

## 1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

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bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Assistant County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 23, 2024 at 9:00 AM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

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the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It

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is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

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that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

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most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

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name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first twelve (12) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## **2.0 TERMS & CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

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County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or

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selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated

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in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform

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Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide pauper burial services which meet or exceed the specifications contained herein.

### **4.0 TERM OF CONTRACT:**

The term of this contract is **April 1, 2024 through March 31, 2025**, renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

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## **5.0 TEXAS ETHICS COMMISSION FORM 1295:**

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1297 "Certificate of Interested Parties", per the new Government Code Statute §2272.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1297 online through the State of Texas Ethics Commission website. Please visit: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1297.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1297.htm).
- 5.2 On-line instructions:
- 5.2.1 Name of governmental entity is to read: Fort Bend County.
- 5.2.2 Identification number used by the governmental entity is: B24-033.
- 5.2.3 Description is the title of the solicitation: Pauper Burial Services.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

## **6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

## **7.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.


Initials of Bidder: TB

## **8.0 ASSIGNMENT:**

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

## **9.0 GENERAL REQUIREMENTS OF CONTRACTOR:**

- 9.1 Contractor will comply with and follow all applicable laws including the Texas Funeral Service Commission (TFSC) Governing Laws, and specific procedures required in handling and transportation of decedents.
- 9.2 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 and/or requirements, Contractor may be subject to termination of the contract.
- 9.3 Contractor presently has or is able to obtain adequate qualified personnel in its employment for the timely performance of the requirements as stated in this contract, and contractor shall furnish and maintain, at it's own expense, adequate and sufficient personnel, in the opinion of the County, to perform herein requirements without delays.
- 9.4 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 project.
- 9.5 Contractor will act in a professional manner at all death scenes in respect for the decedent, decedent's family and friends, and the general public.
- 9.6 Contractor shall not photograph or otherwise record or videotape a decedent nor anything else at a death scene for any reason.
- 9.7 Contractor's clothing shall represent "best commercial practice" and shall be clearly marked with Contractor'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 Contractor's name is prohibited.
- 9.8 No information regarding Contractor's services or facility shall be discussed at the scene.
- 9.9 Contractor is prohibited from discussions with any family member at the time of pick up. Contractor shall refer family members to the death investigator or law

Initials of Bidder: 

enforcement at the scene if questioned regarding disposition of body. Contractor will not refer family members to Fort Bend County Social Services.

- 9.10 Contractor will work under and assist the Death/Medical Investigator under their direction, if a Death/Medical Investigator is present at the scene. Contractor 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.
- 9.11 Removal of personal property from the clothing of the deceased is not the responsibility of the Contractor, nor completing an inventory of the contents of the clothing worn by the deceased.
- 9.12 Contractor 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.
- 9.13 Contractor must own and have available a minimum of two (2) transport vehicles in their inventory at all times including employees to operate both vehicles at the same time. In addition, in the event where two (2) transport vehicles are not sufficient, contractor must have access to additional vehicles and employees to operate the 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.
- 9.14 Upon dispatch to a scene Contractor 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, Contractor shall notify Sheriff's Office dispatch. At time of departure from scene, Contractor shall notify Sheriff's Office dispatch of time and destination and shall notify dispatch upon arrival. Contractor shall notify Sheriff's Office dispatch upon arrival at their facility, if applicable. Upon dispatch to the Medical Examiner office, contractor will notify the Medical Examiner office advising of ETA. Contractor will ensure they provide adequate personnel to load decedent into their vehicle.
- 9.15 Contractor is required to have on-site storage cooler which may be inspected by Fort Bend County Purchasing Agent or his/her authorized representative/s at any time during this contract. In the event freezer storage is required, contractor must notify the County Social Services representative.
- 9.16 A site visit of contractor's facility prior to award of this contract or during the term

Initials of Bidder:

TB

of this contract may be conducted by the Fort Bend County Purchasing Agent or his authorized representative/s.

- 9.17 Contractor will provide reliable phone number that is answered 24/7 for after-hours calls. Answering service and/or voicemail is not acceptable.
- 9.18 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 Bid submittal.

#### **10.0 TRANSPORT SERVICE REQUIREMENTS OF CONTRACTOR:**

- 10.1 Provide pricing to include body pickup from a death scene, health care facility, transport contractor's facility, or Fort Bend County Medical Examiner office.
- 10.2 All transports will only be authorized by the following individuals: Fort Bend County Social Services or Fort Bend County Death/Medical investigator.
- 10.3 Provide body pickup and transportation within two (2) hours to the death scene after receipt of call to include the below. If Contractor cannot provide pick up services within the two (2) hours from the death scene, contractor is to immediately notify FBC Dispatch, and a Secondary Contractor will be hired.

For transportation services needed for pick up of a body from the medical examiner, the Contractor is allowed 24 hours in which to retrieve the body. If the Contractor cannot pick up within the 24 hours, the Contractor must immediately notify FBC Social Services, and a Secondary Contractor may be hired to accomplish the pick up.

10.3.1 Proper personnel, vehicle(s), equipment and necessary supplies.

10.3.1.1 All transports must use body bag and zipper closure secured with individually numbered security tag provided by Fort Bend County

10.3.1.2 All bodies transported will have identification tag or band written in indelible ink affixed to the body or to the clothing securely worn by the body.

10.3.2 Transport body in body bag to location designated by Fort Bend Social Services. Fort Bend County will only provide the oversized body bags, when warranted, to the successful transport contractor. Contractor must supply all other body bags that will meet the Fort Bend County medical examiner's requirements. All transports require the use of a body bag.

10.3.3 Transport stretchers shall be padded and secured in a manner that

Initials of Bidder: TB

immobilizes the 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.

10.3.4 Contractor is to hold the body in cold storage for the first 24 hours at no charge. 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.

10.4 Transport vehicles may only transport bodies from the same scene. Bodies are to be immediately transported to the Medical Examiner or Contractor's facility as directed by the Social Services or the County Medical Examiner. No stops are permitted after departure from the scene, unless instructed otherwise by the Medical/Death Investigator.

10.5 In those extremely rare cases where a scene requires additional transports and the successful transport contractor/s is/are unable to transport all bodies in a timely manner, Fort Bend County reserves the right to contract for that service on the open market without endangering this contract.

#### **11.0 CONTRACTOR'S TRANSPORT VEHICLE INVENTORY:**

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

1 x 2017 Ram Promaster 1500 (Double Deck)

5 x 2017 Chrysler Pacifica Vans

4 x 2022 Chevrolet Express Vans (Double Deck)

1 x 2012 Ford F-550 Box Truck

1 x 2015 Dodge Grand Caravan

1 x 2016 Lincoln MKT Hearse

1 x 2020 Traverse Hearse

Initials of Bidder: TB

## **Carnes Funeral Home Transport Vehicle Inventory**

1. 2015 Dodge Caravan
2. 2017 Dodge Pro Master (Double Deck)
3. 2017 Dodge Pacifica
4. 2017 Dodge Pacifica
5. 2017 Dodge Pacifica
6. 2017 Dodge Pacifica
7. 2017 Dodge Pacifica
8. 2022 Chevrolet Express Vans
9. 2022 Chevrolet Express Vans
10. 2022 Chevrolet Express Vans
11. 2022 Chevrolet Express Vans
12. 2016 Lincoln MKT Hearse
13. 2020 Chevrolet Traverse Hearse



**12.0 PAUPER BURIAL AND RELATED SERVICE REQUIREMENTS OF CONTRACTOR:**

- 12.1 Provide pauper burial service to include the below services and items:
  - 12.1.1 Locate cemetery and follow all rules and regulations of said cemetery.
  - 12.1.2 Casket (pinewood or metal, cloth covered, non-protective).
  - 12.1.3 Embalming.
  - 12.1.4 Opening and closing of grave space.
  - 12.1.5 Grave side service to be dignified with an authorized officiant. Contractor must notify Fort Bend County Social Services of date and time of service.
  - 12.1.6 Temporary grave marker.
  - 12.1.7 Filing and documentation of all required paperwork and/or forms including receiving checks from estates and working with Fort Bend County to determine its share.
  - 12.1.8 Contractor will provide County 48 hours notification in advance of any burial service to be conducted pursuant to this contract in order to allow County to attend the service at the County's discretion.
- 12.2 Fort Bend County reserves the right to inspect any pauper burial service to ensure specifications and requirements are satisfied.
- 12.3 In the event, the family decides to hire the funeral services of this contract's Contractor, the Contractor must inform the family that they are responsible for the transport costs and storage fees. If the family decides to hire the funeral services of a different Funeral Home, the family will be responsible for initial transport cost to Contractor and transport cost to the other Funeral Home.
- 12.4 Contractor will secure grave space only at cemeteries located in Fort Bend County, unless County provides prior, written authorization for an out of county location.

**13.0 COUNTY'S RESPONSIBILITIES:**

- 13.1 FBCSO Dispatch:

Fort Bend County Sheriff's Office Dispatch contacts Contractor for pick up services.

Initials of Bidder: 



13.2 Social Services Department:

Social Services Department: Interviews the families requesting burial and/or cremation services to determine if pauper services are required, identifies next of kin when necessary, authorizes pick up from medical examiners, and authorizes burial or cremation.

13.3 Medical Examiner:

The Fort Bend County Medical Examiner will investigate the circumstances related to the death, and determine the need for a transport of the deceased. This includes the destination, i.e.; the medical examiner's office or to the contractor's facility for storage until further information can be gathered.

**14.0 INVOICING REQUIREMENTS:**

Invoicing must include the following:

14.1 Correct name of the deceased individual.

14.2 The identifying Medical Examiners Case Number (MECN) given by the Medical Examiner's office if transported to that location.

14.3 If pick-up of individual was from an area hospital, the address of the deceased and hospital must be provided.

14.4 Invoices for transportation services are to be submitted to the FBC Medical Examiner's Office. Invoices for Pauper Burials and Transports for Pauper Burials are to be submitted to the Social Services Department.

**15.0 AWARD:**

This contract may be awarded to a Primary and a Secondary contractor. On a case by case basis, should the Primary contractor be unable to perform the work required in a timely manner, the Secondary contractor may be contacted to accomplish the work.

*(The remainder of this page is intentionally left blank.)*

**LEGAL NOTICE  
INVITATION TO BIDDERS**

Sealed Bids will be received in the Office of Jaime Kovar, County Purchasing Agent, Fort Bend County, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469 for the following until **TUESDAY, JANUARY 30, 2024 at 2:00 P.M.** (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469. Bids received after the specified time will be returned unopened. All addendums will be posted on Purchasing Agent's website located at [www.fortbendcountytexas.gov](http://www.fortbendcountytexas.gov).

- 1. B24-030 – TERM CONTRACT FOR VOICE AND DATA CABLING FOR FORT BEND COUNTY**
- 2. B24-031 – TERM CONTRACT FOR WINDOW WASHING SERVICES OF EXTERIOR OF VARIOUS FORT BEND COUNTY BUILDINGS**
- 3. B24-033 – TERM CONTRACT FOR PAUPER BURIAL SERVICES**
- 4. B24-034 – TERM CONTRACT FOR PURCHASE OF TRADE BOOKS**
- 5. B24-036 – TERM CONTRACT FOR PURCHASE OF HIGH DEMAND BOOKS**

Unit pricing required; payment will be by check. Bonds are not required. Fort Bend County reserves the right to reject any or all bids.

Signed:  
Jaime Kovar, Purchasing Agent  
Fort Bend County, Richmond, Texas  
281-341-8640



**Contract Sheet  
Bid 24-033**

**THE STATE OF TEXAS  
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 13 day of February, 2024,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and  
Carnes Funeral Home Inc. (hereinafter designated Contractor).  
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Pauper Burial Services** which  
are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall  
constitute the full agreement and contract between parties and for furnishing the items set out and described;  
the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto  
and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 13th day of February, 2024.

Fort Bend County, Texas

By: KP George  
County Judge, KP George

By: Tim Baker  
Signature of Contractor

By: Tim Baker  
Printed Name and Title

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Carnes Funeral Home Inc.</b>	
2 Business name/disregarded entity name, if different from above <b>61-1424723</b>	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <b>3100 Gulf Freeway</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Texas City, TX 77591</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
N/A			-					
or								
Employer identification number								
6	1		-	1	4	2	4	7 2 3

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): 61-1424723Company Name submitting Bid/Proposal: 3100 Gulf FreewayMailing Address: Texas City, TX 77591Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

\_\_\_\_\_

\_\_\_\_\_

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No

If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Carnes Funeral Home Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[City and State]

# Texas Funeral Service Commission

*does hereby certify that*

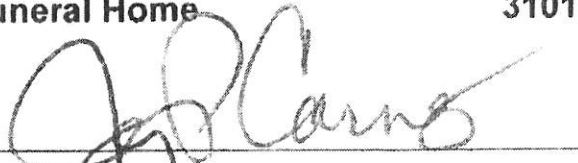
**CARNES FUNERAL HOME**

*is licensed for the current year subject to the laws of this State and  
the rules and regulations of the Texas Funeral Service Commission as:*

TYPE  
Funeral Home

NUMBER  
3101

EXPIRES  
01/31/2024

  
SIGNATURE OF LICENSEE



# Texas Funeral Service Commission



*does hereby certify that*  
**THADDEUS DEMETRIUS PRATT**  
*is entitled to practice in the State of Texas as:*

TYPE

Funeral Director & Embalmer

NUMBER

115340

EXPIRES

10/31/2023



SIGNATURE OF LICENSEE



# Texas Funeral Service Commission



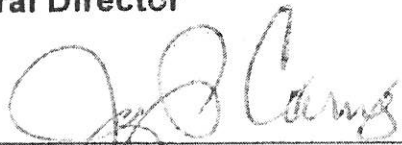
*does hereby certify that*  
**JAY PATRICK CARNES**

*is entitled to practice in the State of Texas as:*

TYPE  
Funeral Director

NUMBER  
11932

EXPIRES  
01/31/2025



SIGNATURE OF LICENSEE



# Texas Funeral Service Commission



*does hereby certify that*  
**TIM BRYAN BAKER**  
*is entitled to practice in the State of Texas as:*

TYPE  
Funeral Director

NUMBER  
115246

EXPIRES  
01/31/2024



SIGNATURE OF LICENSEE

# Texas Funeral Service Commission




*does hereby certify that*  
**KEVIN L BYRON**

*is entitled to practice in the State of Texas as:*

TYPE  
Funeral Director & Embalmer

NUMBER  
10835

EXPIRES  
09/30/2024

  
\_\_\_\_\_  
SIGNATURE OF LICENSEE

# Texas Funeral Service Commission



*does hereby certify that*  
**TINA L ROBBINS**  
*is entitled to practice in the State of Texas as:*

TYPE

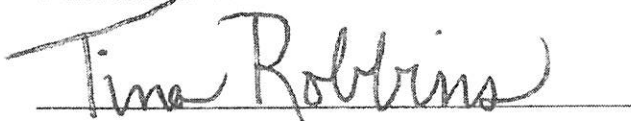
Funeral Director & Embalmer

NUMBER

9404

EXPIRES

11/30/2023



SIGNATURE OF LICENSEE

# Texas Funeral Service Commission

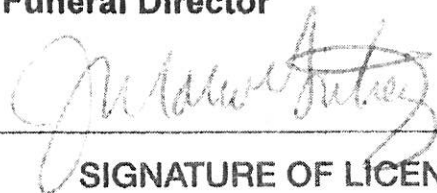


*does hereby certify that*  
**JOSE MARIO GUTIERREZ**  
*is entitled to practice in the State of Texas as:*

TYPE  
Funeral Director

NUMBER  
117473

EXPIRES  
12/31/2023



---

SIGNATURE OF LICENSEE

# Texas Funeral Service Commission

*does hereby certify that*  
**DAVID HERN**  
*is entitled to practice in the State of Texas as:*

TYPE

Funeral Director & Embalmer

NUMBER

9780

EXPIRES

07/31/2023

  
SIGNATURE OF LICENSEE

# Texas Funeral Service Commission



*does hereby certify that*  
**DENNIS WAYNE JOHNS**  
*is entitled to practice in the State of Texas as:*

TYPE  
Funeral Director

NUMBER  
12426

EXPIRES  
02/28/2025



---

SIGNATURE OF LICENSEE

# Texas Funeral Service Commission



*does hereby certify that*

**DALE LEE CARTER**

*is entitled to practice in the State of Texas as:*

TYPE

Funeral Director & Embalmer

NUMBER

8958

EXPIRES

02/28/2023

*Dale Lee Carter*

SIGNATURE OF LICENSEE

# Texas Funeral Service Commission

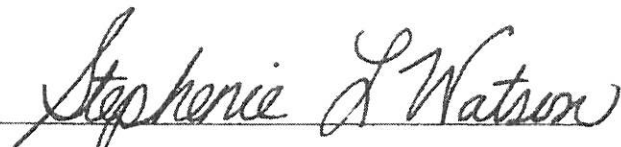


*does hereby certify that*  
**STEPHENIE LEE WATSON**

*is entitled to practice in the State of Texas as:*

TYPE                      NUMBER  
Funeral Director & Embalmer    113145

EXPIRES  
02/28/2025



SIGNATURE OF LICENSEE



# Texas Funeral Service Commission

*does hereby certify that*  
**ERIC R TODASH**

*is entitled to practice in the State of Texas as:*

TYPE

Embalmer

NUMBER

116418

EXPIRES

09/30/2024

  
SIGNATURE OF LICENSEE

# Texas Funeral Service Commission



*does hereby certify that*  
**TRINA A GOUDEAU**  
*is entitled to practice in the State of Texas as:*

TYPE

Funeral Director & Embalmer

NUMBER

9466

EXPIRES

09/30/2023



SIGNATURE OF LICENSEE

# Texas Funeral Service Commission

*does hereby certify that*  
**HOLLY AHMAD**  
*is entitled to practice in the State of Texas as:*

TYPE

Embalmer

NUMBER

114144

EXPIRES

06/30/2023

  
SIGNATURE OF LICENSEE

# Texas Funeral Service Commission

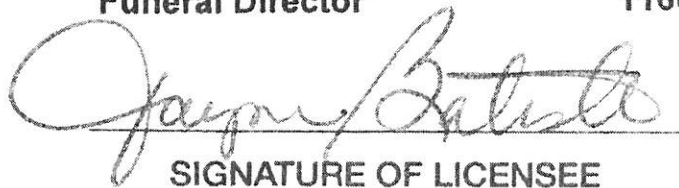


*does hereby certify that*  
**JAYSON BATISTE**  
*is entitled to practice in the State of Texas as:*

TYPE  
Funeral Director

NUMBER  
116012

EXPIRES  
06/30/2024



SIGNATURE OF LICENSEE

# Texas Funeral Service Commission

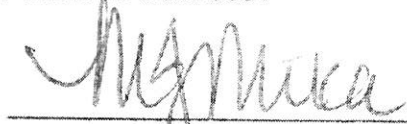
*does hereby certify that*  
**MARY JO MIKA**

*is entitled to practice in the State of Texas as:*

TYPE  
Funeral Director

NUMBER  
117468

EXPIRES  
01/31/2025



SIGNATURE OF LICENSEE

# Texas Funeral Service Commission



*does hereby certify that*

**JOE HOWARD OSBORNE**

*is entitled to practice in the State of Texas as:*

TYPE

NUMBER

EXPIRES

Funeral Director & Embalmer 12326

07/31/2022



SIGNATURE OF LICENSEE

**Carnes Funeral Home Texas City**  
3100 Gulf Freeway  
Texas City, TX 77591  
409.986.9900, 409.986.9903 Fax  
carnesfuneralhome.com



**Carnes Funeral Home South Houston**  
1102 Indiana Street  
South Houston, TX 77587  
713.943.2500, 713.943.2503 Fax  
carnesfuneralhome.com

## Executive Summary

Carnes Funeral Home Inc. is a full service funeral home organization that has been in business for 20 years. Carnes consists of three funeral homes and a crematory. Carnes provides all types of funeral services and final dispositions (burial, cremation and whole body donation) to the families it serves. In addition, Carnes Funeral Home specializes in providing contract services for several local and state agencies as well as private organizations. These services include but are not limited to, taking first calls, performing removals, transporting decedents to specified locations, performing and obtaining all state required documents, permits and death certificates, prep. and embalming, restoration, acting as the liaison between the agency and the families being served, making funeral arrangements, holding and performing funeral services, burials, cremations, whole body donations and shipping remains out of the state.

Carnes Funeral Home employs 95 to 100 team members depending on the time of year. Of this team member base, Carnes employs 18 licensed funeral directors and embalmers that are able to perform all functions of the organization, as well as 25 transport team members whose core job role is to respond to first calls (the removal and transport of deceased from place of death to the appropriate facility). In addition, four team members are dedicated to running the administrative needs of the entities and families for which Carnes performs contracts. Carnes Funeral Home has 11 removal vans that are dedicated to just first calls as well as two hearses that can be used for first calls. All vehicles are supplied with the needed equipment to efficiently, professionally and safely complete first calls.

Carnes Funeral Home served 7,000 plus families during fiscal year 2023 and Carnes crematory, Cremate Texas, has been the number one volume crematory in the State of Texas since 2010 performing over 4,500 cremations each year respectively. With the scope of business that the organization performs, Carnes has developed a vast network of vendors, resources and industry contacts. Carnes has the experience, knowledge and skills to provide the requested services at a level second to none.

Carnes and Carnes crematory, Cremate Texas, each have a walk-in cooler and additional on-site coolers that shelter decedents. Carnes coolers have a holding capacity of 225 decedents and Cremate Texas coolers have a holding capacity of 120 decedents.

Carnes Funeral Home is proposing to provide the requested services to Fort Bend County along with the required collaboration, scheduling and coordination for the fees outlined under bid pricing.

Primary contacts for Carnes Funeral Home Inc. are Jay P. Carnes and Tim Baker. Jay may be reached at 409-457-8080 or 409-986-9900 or by email at [jay.carnes@carnesfuneralhome.com](mailto:jay.carnes@carnesfuneralhome.com). Tim may be reached at 832-385-7120 or 409-986-9900 or by email at [tim.baker@carnesfuneralhome.com](mailto:tim.baker@carnesfuneralhome.com).

Respectively,

A handwritten signature in black ink, appearing to read "Tim Baker", written over a light blue horizontal line.

**Tim B. Baker**  
**Executive Director**  
**Carnes Funeral Home**  
**3100 Gulf Freeway**  
**Texas City, Texas 77591**  
**409-986-9900**  
**409-655-3132 Direct Line**

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**BID 24-033**

**Understanding of Requirements**

Carnes Funeral Home Inc. is a full service funeral home organization that has been in business for 20 years. Carnes consists of three funeral homes and a crematory. Carnes provides all types of funeral services and final dispositions (burial, cremation and whole body donation) to the families it serves. In addition, Carnes Funeral Home specializes in providing contract services for several local and state agencies as well as private organizations. These services include but are not limited to, taking first calls, performing removals, transporting decedents to specified locations, performing and obtaining all state required documents, permits and death certificates, prep. and embalming, restoration, acting as the liaison between the agency and the families being served, making funeral arrangements, holding and performing funeral services, burials, cremations, whole body donations and shipping remains out of the state. All of these services are performed in adherence to the Texas Funeral Service Commission State statutes and administrative rules.

Carnes Funeral Home employees 90-100 team members depending on the time of year. Of this team member base, Carnes employs 18 licensed funeral directors and embalmers that are able to perform all functions of the organization, as well as 25 transport team members whose core job role is to respond to first calls (the removal and transport of deceased from place of death to the appropriate facility). In addition, four team members are dedicated to running the administrative needs of the entities and families for which Carnes performs contracts. Carnes Funeral Home has 11 removal vans that are dedicated to just first calls as well as two hearses that can be used for first calls. All vehicles are supplied with the needed equipment to efficiently, professionally and safely complete first calls.

Carnes Funeral Home served 7,000 plus families during fiscal year 2023 and Carnes crematory, Cremate Texas, has been the number one volume crematory in the State of Texas since 2010 performing over 4,500 cremations each year respectively. With the scope of business that the organization performs, Carnes has developed a vast network of vendors, resources and industry contacts. Carnes has the experience, knowledge and skills to provide the requested services at a level second to none.

The required and requested services along with the required collaboration, scheduling and coordination will all be provided and supported in the normal course of business for Carnes Funeral Home Inc. Carnes and Carnes crematory, Cremate Texas, each have a walk-in cooler that shelter decedents. Carnes cooler and additional on-site coolers have a holding capacity of 225 decedents and Cremate Texas coolers have a holding capacity of 120 decedents.

Most of Carnes Funeral Home response times are within 1 hour to 1 hour and 30 minutes of receiving a first call. Response times to locations within Richmond, Missouri City, Arcola, Fresno, Katy, Pearland and Fulshear will be an hour to an hour and forty five minutes depending on location and traffic.

Respectfully,

A handwritten signature in black ink, appearing to read "Jim B. Baker", is written over a horizontal line.

**Jim B. Baker**  
**Executive Director**  
**Carnes Funeral Home**  
**3100 Gulf Freeway**  
**Texas City, Texas 77591**  
**409-986-9900**



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**Bid 24-033**

**Firm Experience**

Carnes Funeral Home currently holds and executes the following contracts:

**1. Galveston County Medical Examiner Human Remains Transport:**

Carnes provides removal from place of death and transport to GCME of decedents that pass away in Galveston County and need to go to GCME. Carnes has held this contract for the last 13 years.

Contact Person: Rufus Crowder CPPO, CPPB  
Address: 722 Moody 5<sup>th</sup> Floor  
Galveston, Texas 77550  
Phone: 409-770-5372

**2. Harris County Community Services Indigent Bereavement Program:**

Carnes provides first call, removal, transport, sheltering of remains, arrangements, services and final disposition services to Harris County for decedents that the county accepts into the program. Carnes has held this contract for the last 18 years.

Contact Person: Troy Cummins  
Address: 9418 Jensen Drive  
Houston, TX 77093  
Phone: 832-364-7932 or 832-927-4726

**3. Texas Department of Criminal Justice Mortuary Services:**

Carnes provides first call, removal, transport, sheltering of remains, arrangements, services, coordination and communication with the State and other funeral homes and final disposition services to Texas Department of Criminal Justice for decedents that pass away while incarcerated in a State prison. Carnes has held this contract for the last 13 years.

Contact Person: Lynne Piippo, CTCD, CTCM  
Address: Two Financial Plaza, Suite 525  
Huntsville, TX 77340  
Phone: 936-437-7130

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4. The University of Texas Health Science Center:

Carnes provides removal from place of death and transport to UTHSC downtown Houston of decedents that have been accepted into the Whole Body Donor program for UTHSC. Carnes also services the family with the administrative process of UTHSC and death certificates. Carnes has held this contract for the last 19 years.

Contact Person: Kurt Clark  
Address: 7000 Fannin Street  
Houston, TX 77030  
Phone: 713-500-6154 or 832-298-7236

5. Baylor College of Medicine:

Carnes provides removal from place of death and transport to Baylor College of Medicine downtown Houston of decedents that have been accepted into the Whole Body Donor program for Baylor. Carnes also services the family with the administrative process of Baylor and death certificates. Carnes has held this contract for the last 19 years.

Contact Person: Caroline Kosnik  
Address: One Baylor Plaza BCM130  
Houston, TX 77030  
Phone: 713-798-3858

Respectfully,

A handwritten signature in black ink, appearing to read "Tim B. Baker". The signature is fluid and cursive, with the first name "Tim" and last name "Baker" clearly distinguishable.

**Tim B. Baker**  
**Executive Director**  
**Carnes Funeral Home**  
**3100 Gulf Freeway**  
**Texas City, Texas 77591**  
**409-986-9900**  
**409-655-3132 Direct Line**



Tim Baker &lt;tim.baker@carnesfuneralhome.com&gt;

**Registration Activated for Carnes Funeral Home, Inc. / TWJBDJ2ZHV48 / 75T88 in the U.S. Government's System for Award Management (SAM).**

2 messages

**donotreply@sam.gov** <donotreply@sam.gov>

Fri, Sep 22, 2023 at 12:46 PM

To: yana.ringo@carnesfuneralhome.com

Cc: tim.baker@carnesfuneralhome.com

This email was sent by an automated administrator. Please do not reply to this message.

Dear DAWN RINGO,

The registration for Carnes Funeral Home, Inc. / TWJBDJ2ZHV48 / 75T88 is now active in the U.S. federal government's System for Award Management (SAM). If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

To remain eligible to do business with the federal government, you must renew your entity's registration in SAM every year. The annual renewal date for the registration is 2024-09-06 17:53:16.888.

You may invite additional users to manage or review your entity registration by following these steps:

1. Go to <https://www.sam.gov> and log in.
2. On the Workspace page, scroll down to the User Directory.
3. Enter the email address of the user you want to invite and select Enter or select the email address from the list.
4. On the next page, select the Assign Role button in the top right corner of the page.
5. On the Assign Role page, follow the instructions provided and then select Send Invitation at the bottom of the page.
6. The user will be notified.

All invitees will receive an email message from SAM with instructions on how to complete the process.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration. Contact our supporting Federal Service Desk at [www.fsd.gov](http://www.fsd.gov), or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to <http://www.ptac-us.org/> to find your closest PTAC.

Thank you,  
The System for Award Management (SAM) Administrator  
<https://www.sam.gov>

**Yana Ringo** <yana.ringo@carnesfuneralhome.com>

Tue, Jan 2, 2024 at 10:58 AM

To: Tim Baker &lt;tim.baker@carnesfuneralhome.com&gt;

[Quoted text hidden]

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Yana Ringo, Accounting  
Carnes Funeral Home  
Texas City 409-655-3131  
Fax 409-986-9903



# CARNES FUNERAL HOME, INC.

Unique Entity ID <b>TWJBDJ2ZHV48</b>	CAGE / NCAGE <b>75T88</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Sep 6, 2024</b>	
Physical Address <b>3100 Gulf Fwy Texas City, Texas 77591-2828 United States</b>	Mailing Address <b>3100 Gulf Fwy Texas City, Texas 77591-2828 United States</b>	

## Business Information

Doing Business as <b>Carnes Funeral Home</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Texas 14</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>http://www.carnesfuneralhome.com/</b>

## Registration Dates

Activation Date <b>Sep 22, 2023</b>	Submission Date <b>Sep 7, 2023</b>	Initial Registration Date <b>Jul 7, 2014</b>
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## Entity Dates

Entity Start Date <b>Apr 4, 2002</b>	Fiscal Year End Close Date <b>Dec 15</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**Yes**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**No**

## Executive Compensation Details

### Executive 1:

First Name: **Kevin**  
Middle Initial:  
Last Name: **Byron**  
Position Title: **FDIC**  
Compensation Amount: **84884**

### Executive 2:

First Name: **Tim**  
Middle Initial:  
Last Name: **Baker**  
Position Title: **Executive Director**  
Compensation Amount: **79724**

**Executive 3:**

First Name: Jay  
Middle Initial: P  
Last Name: Carnes  
Position Title: owner  
Compensation Amount: 76900

**Executive 4:**

First Name: Matt  
Middle Initial:  
Last Name: Watson  
Position Title: FDIC  
Compensation Amount: 57500

**Executive 5:**

First Name: Lori  
Middle Initial: A  
Last Name: Carnes  
Position Title: owner  
Compensation Amount: 58700

**Proceedings Questions**

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

**Exclusion Summary**

Active Exclusions Records?

No

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

**Entity Types****Business Types**

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	Subchapter S Corporation
Profit Structure		
For Profit Organization		

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

75T88

**Electronic Funds Transfer**

Account Type

Checking

Routing Number

Lock Box Number

(blank)

Financial Institution

PNC BANK, NA

Account Number

**Automated Clearing House**

Phone (U.S.)

2813371508

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

(blank)

**Remittance Address**

CARNES FUNERAL HOME

3100 Gulf Freeway

Texas City, Texas 77591

United States

**Taxpayer Information**

EIN

\*\*\*\*\*4723

Type of Tax

Applicable Federal Tax

Taxpayer Name

Carnes Funeral Home

Tax Year (Most Recent Tax Year)

2013

Name/Title of Individual Executing Consent

Owner

TIN Consent Date

Sep 7, 2023

Address

3100 Gulf Fwy

Texas City, Texas 77591

Signature

Jay Carnes

**Points of Contact****Accounts Receivable POC**

✎

Scott McManus, Mr

scott@carnes.ws

4096553126

**Electronic Business**

✎

Scott McManus, Mr

scott@carnes.ws

4096553126

n/a (Non-US Phone)

3100 Gulf Freeway

Texas City, Texas 77591

United States

Tim Baker, Mr

tim@carnes.ws

4099869900

3100 Gulf Freeway

Texas City, Texas 77591

United States

**Government Business**

✎

Tim Baker, Mr.

tim.baker@carnesfuneralhome.com

4099869900

n/a (Non-US Phone)

3100 Gulf Freeway

Texas City, Texas 77591

United States

Tim Baker, Mr

tim@carnes.ws

4099869900

3100 Gulf Freeway

Texas City, Texas 77591

United States

**Past Performance**

✎

Yana Ringo, Mrs.

3100 Gulf Fwy

Texas City, Texas 77591

Jan 29, 2024 01:33:59 AM GMT

<https://sam.gov/enr/twJBDJ2ZH/48/coreData?status=null>

Yana.ringo@carnesfuneralhome.com United States  
4099869900  
n/a (Non-US Phone)  
Scott McManus, Mr 3100 Gulf Freeway  
scott@carnes.ws Texas City, Texas 77591  
4096553126 United States

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	812210	Funeral Homes And Funeral Services
	812220	Cemeteries And Crematories

**Product and Service Codes**

PSC	PSC Name
G001	Social- Care Of Remains And/Or Funeral

**Size Metrics****IGT Size Metrics**

Annual Revenue (from all IGTs)  
(blank)

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$3,600,000.00	60

**Location**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

**Industry-Specific**

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

**Electronic Data Interchange (EDI) Information**

This entity did not enter the EDI information

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, Thien-Bao Phan, of the Open Records Section of the Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY AND ATTEST, that I am a custodian of franchise tax records and files, that according to the records of this office, CARNES FUNERAL HOME, INC., taxpayer number 3-20078-7850-0, right to transact business in Texas is Active as of July 7, 2023.

I FURTHER CERTIFY these records consists of official records or reports or entries therein, or documents authorized by law to be recorded or filed, and actually recorded or filed, in a public office, including data compilations, in any form, certified as correct by the custodian or other person authorized to make the certification.

IN TESTIMONY WHEREBY, I have hereunto signed my name officially and caused to be impressed on this 7<sup>th</sup> day of July 2023 A.D.

Thien-Bao Phan, Custodian of Records  
Open Records Section  
Operations & Support Legal Services Division  
Texas Comptroller of Public Accounts



TBP/bs



**16.0 BID PRICING:**

Vendor's response is to include pricing on this form as detailed below:

	Estimated Annual <u>Quantity</u>	<u>Bid Price</u>	<u>Extended</u>
Infant/Child burial - 1'6", 1'9", or 2' - Wooden cloth-covered casket; Pink or Blue with White crepe interior:	1	X \$ <u>1,800</u> each = \$ <u>1,800</u>	
Infant/Child burial - 2', 2'6", or 3'6" - Wooden cloth-covered casket; Pink or Blue with White crepe interior:	1	X \$ <u>2,200</u> each = \$ <u>2,200</u>	
Regular Adult burial – over 3'6" L X 24" W - Cloth-covered or metal casket:	2	X \$ <u>5,995</u> each = \$ <u>11,990</u>	
Oversized Adult burial – over 3'6" L X 27" W - Cloth-covered or metal casket:	1	X \$ <u>5,995</u> each = \$ <u>5,995</u>	
Oversized Adult burial – over 3'6" L X 29" W - Cloth-covered or metal casket:	1	X \$ <u>6,495</u> each = \$ <u>6,495</u>	
Oversized Adult burial – over 3'6" L X 33" W - Cloth-covered or metal casket:	1	X \$ <u>6,995</u> each = \$ <u>6,995</u>	
Oversized Adult burial – over 3'6" L X 36" W - Cloth-covered or metal casket:	1	X \$ <u>8,195</u> each = \$ <u>8,195</u>	
Oversized Adult burial – over 3'6" L X 44" W - Metal non-gasketed:	1	X \$ <u>9,595</u> each = \$ <u>9,595</u>	
Oversized Adult burial – over 3'6" L X 48" W - Metal non-gasketed:	1	X \$ <u>11,195</u> each = \$ <u>11,195</u>	
Grave opening/closing additional fee for oversized caskets with 36", 44", and 48" widths:	1	X \$ <u>300</u> each = \$ <u>300</u>	
Cremation:	1	X \$ <u>1,495</u> each = \$ <u>1,495</u>	
Body pickup, bag and transport to Contractor's facility:	9	X \$ <u>575</u> each = \$ <u>5,175</u>	

Initials of Bidder: TB

Cooler storage per day, after first 24 hours: 154 X \$ 40 each = \$ 6,160

**Total:** \$ 77,590

**17.0 VENDOR STATUS:**

The awarded vendor is required to hold an **active** status on the SAM.gov website <https://sam.gov/content/home>, if applicable, along with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>

**18.0 REQUIRED FORMS:**

All vendors submitting are required to complete and provide the below forms along with any other requirements as stated herein with their submission:

- 18.1 Required Proof of Insurance
- 18.2 Vendor Form
- 18.3 W9 Form
- 18.4 Tax Form/Debt/Residence Certification

Initials of Bidder: TB

## Fort Bend County Pauper Burial Services Bid 24-033

Description of Service	Estimated Annual Quantity	Bid Price	Extended
<b>Burial of Infant/Child</b>			
- Wooden cloth-covered casket;			
- Pink or Blue with White crepe Interior			
1'6", 1'9", or 2'	1	\$ 1,800.00	\$ 1,800.00
2', 2'6", or 3'6"	1	\$ 2,200.00	\$ 2,200.00
<b>Burial for Adult</b>			
<b>24" - 36" Cloth-Covered or Metal Casket</b>			
<b>44" &amp; 48" Metal Non-Gasketed</b>			
over 3'6" L X 24" W	2	\$ 5,995.00	\$ 11,990.00
over 3'6" L X 27" W	1	\$ 5,995.00	\$ 5,995.00
over 3'6" L X 29" W	1	\$ 6,495.00	\$ 6,495.00
over 3'6" L X 33" W	1	\$ 6,995.00	\$ 6,995.00
over 3'6" L X 36" W	1	\$ 8,195.00	\$ 8,195.00
over 3'6" L X 44" W	1	\$ 9,595.00	\$ 9,595.00
over 3'6" L X 48" W	1	\$ 11,195.00	\$ 11,195.00
Additional Opening/Closing Fee for Oversized Caskets (36", 44", & 48" Only)	1	\$ 300.00	\$ 300.00
<b>Cremation</b>	1	\$ 1,495.00	\$ 1,495.00
<b>Body P/U, Bag, &amp; Transport to Contractor's Facility</b>	9	\$ 575.00	\$ 5,175.00
<b>Cooler Storage per Day, after first 24 hours</b>	154	\$ 40.00	\$ 6,160.00
<b>Total:</b>			\$ 77,590.00

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Carnes Funeral Home  
Texas City, TX United States

**Certificate Number:**  
2024-1113383

**Date Filed:**  
01/18/2024

**Date Acknowledged:**  
02/13/2024

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

B24-033  
Term Contract for Pauper Burial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)