



LEE COUNTY
S O U T H W E S T F L O R I D A

PROJECT NO.: P-120398

OPEN DATE: AUGUST 25, 2012

AND TIME: 2:30 P.M.

PRE-PROPOSAL MEETING:

DATE: AUGUST 14, 2012

TIME: 9:00 A.M.

LOCATION: PROCUREMENT MANAGEMENT
1825 HENDRY ST. 3RD FLOOR
FT. MYERS, FL. 33901

REQUEST FOR PROPOSALS

TITLE:

BODY REMOVAL SERVICES FOR
THE MEDICAL EXAMINER

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

MAILING ADDRESS

P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS

1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT, CPPB
PURCHASING AGENT
PHONE NO.: (239) 533-5450
EMAIL: cjeffcoat@leegov.com

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until 2:30pm on the date specified on the cover sheet of this “Request for Proposals”, and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. **SUBMISSION OF PROPOSAL:**

- a. Quotations must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 - 1. Marked with the words “Sealed Proposal”
 - 2. Name of the firm submitting the quotation
 - 3. Title of the proposal
 - 4. Proposal number

- b. The Proposal must be submitted in duplicate as follows:
 - 1. The original consisting of the Lee County proposals forms completed and signed.
 - 2. A copy of the original proposal forms for the Director.

- c. The following must be submitted along with the proposal in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as “Sealed Proposal”, please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your proposal; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.

- d. **PROPOSALS RECEIVED LATE:** It is the proposer’s responsibility to ensure the proposal is received by the Division of Procurement Management prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals

received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- e. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
 - f. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
 - g. **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
 - h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
 - i. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.
2. **ACCEPTANCE**

The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equal quality. However, if a product other than that specified is proposed, it is the vendor's responsibility to name such product with his proposal and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the proposer is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.

5. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this proposal shall be warranted by the vendor to be free from defects and fit for the intended use.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-bid. Only those proposers who attend the pre-bid conference will be allowed to submit a proposal on this project.

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

8. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/proposal/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/proposal/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document must state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Procurement Management Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed. Any contractor/vendor/firm submitting the County's standard bond form (CMO: 514), along with the bid/proposal/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/proposal/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, Statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Procurement Management Director or Public Works Director (as appropriate)

may abate the award of the formal bid/proposal/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/proposal/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

9. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

10. **QUALIFICATION OF PROPOSERS** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

11. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on proposed materials, as may apply to this procurement.

12. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

13. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims

against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

14. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this proposal from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately proposal any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

16. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

17. **DRUG FREE WORKPLACE**

Whenever two or more proposals/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

18. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the proposal response. This information may be accepted after opening, but no later than 10 calendar days after request.

19. **TERMINATION**

Any agreement as a result of this proposal may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal proposal/proposal without the County's mutual consent during the contract period shall be barred

from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

20. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a proposal/proposal are subject to public disclosure and will **not** be afforded confidentiality.

21. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

22. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

**LEE COUNTY, FLORIDA
PROPOSAL PRICE FORM
BODY REMOVAL SERVICES FOR
THE MEDICAL EXAMINER**

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

NOTE: ALL COSTS ASSOCIATED WITH THIS BID MUST BE INCLUDED IN YOUR FLAT RATES. THERE WILL BE NO OTHER COSTS ALLOWED FOR FUEL, PER MILE COSTS OR ANY OTHER ASSOCIATED EXPENDITURES FOR THIS SERVICE. THE FLAT RATE IS THE ONLY PRICING ALLOWED.

**FLAT RATE PER BODY REMOVAL FROM ANY LOCATION
WITHIN LEE COUNTY (EXCEPT BOCA GRANDE):**

\$ _____
(BASIS OF EVALUATION)

OPTION A: FLAT RATE PER BODY REMOVAL FROM BOCA GRANDE:

\$ _____

**OPTION B: FLAT RATE PER BODY REMOVAL FROM ANY LOCATION
WITHIN HENDRY COUNTY:**

\$ _____

**OPTION C: FLAT RATE PER BODY REMOVAL FROM ANY LOCATION
WITHIN GLADES COUNTY:**

\$ _____

The Medical Examiner will require for all homicide cases that a white sheet will be required. Please indicate if your services will require an additional charge for these sheets.

COST PER WHITE SHEET \$ _____

(SUBMITTALS ARE REQUIRED: SEE PAGES 22 and 23)

TO BE STARTED WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Proposers should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications?
Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the County.

MODIFICATIONS:

Proposer shall submit his/her proposal on the County's Proposal Price Form, including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County's Form may result in the Proposer/Proposal being declared non-responsive by the County.

ANTI- COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (Printed):

BY (Signature):

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS:

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR:
BODY REMOVAL SERVICES
FOR THE MEDICAL EXAMINER**

SCOPE OF WORK

The purpose of this quote is to acquire a vendor who will provide body removal services for the Medical Examiner, whose office is located at 70 Danley Drive, Fort Myers, Florida.

The body removal services shall include the pickup of bodies at locations throughout Lee County and their transport to the Medical Examiner's facility.

The awarded vendor shall furnish all labor, supplies, vehicles, and equipment necessary for the performance of such body removal services in accordance with all the terms and conditions of this specification. Body removal supplies shall include all linens, gloves, first aid kits, fire extinguishers and any other necessary equipment.

(NOTE: BODY BAGS WILL BE PROVIDED BY LEE COUNTY.)

TERM OF PROPOSAL

This proposal shall be in effect for one year, or until new proposals are taken and awarded. This proposal has the option of being renewed for four additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

DEFINITION OF A PROPOSAL

A Proposal is a purchasing method which due to its uniqueness is established around general written guidelines or a written description of need for a service rather than a firm specification written in detail and is used when no fixed criteria exists.

Proposals require some degree of creativity from the vendor and shall be applied in the same manner, procedurally, as formal written quotations, requiring advertising when deemed necessary.

To evaluate competitive proposals, judgmental factors may be used to determine not only if the items being offered meet the purchase description but may also be used to evaluate competing proposals.

The effective difference between the two is, under competitive sealed quotations, once the judgmental evaluation is completed, award is made on a purely objective basis to the lowest responsive and responsible quoter. Under competitive proposals, the quality of competing products or services may be compared and tradeoffs made between price and quality of the products or services offered.

This evaluation is normally made based upon a numerical ranking of the major requirements stated in the specifications. These evaluation requirements should be listed in the specifications along with a point or percentage weighting. Award would be made by simply totaling the numerical rankings and awarding to the highest score.

ADDITIONAL PROPOSAL INFORMATION

In order to be considered responsive a proposal must comply fully with the requirements set forth in these specifications. Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capability to meet the requirements of this specification. Fancy bindings, colored displays, and promotional materials are not desired: however, technical literature may be included in the response. Emphasis must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposer's follow the format contained herein.

The determination of responsiveness shall be at the sole discretion of the County.

VENDOR REQUIREMENTS

The awarded vendor shall be appropriately licensed, shall obtain all necessary permits, and shall pay all required fees to any governmental agency having jurisdiction over the service.

The awarded vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed.

EMERGENCY CONTACT

A representative of the awarded proposer shall be available by telephone 24 hours a day, 7 days a week for emergencies.

PERSONNEL

Employees shall be identified by a uniform and name tag; and shall maintain appropriate personal hygiene and appearance. Staffing shall be sufficient to service demand.

In the event the awarded proposer shall employ any person who, by his or her acts, engages in a course of conduct detrimental to the best interest of the County; or their actions tend to reflect negatively on the rendering of services to the general public; the awarded proposer shall remove that employee from their services.

ASSIGNMENT OF THIS CONTRACT

The awarded proposer shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by County Representative.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your proposal package. It must be signed and notarized. Failure to include this affidavit with your proposal will delay the consideration and review of your submission; and could result in your proposal response being disqualified.

A. GENERAL CONDITIONS

1. The Medical Examiner's designee shall decide any and all questions which may arise as to the quality and acceptability of materials used, work performed, the manner of performance, and the rate of progress of the work.
2. The vendor shall be responsible for the supervision and direction of the work performed by his employees.
3. The vendor shall be responsible for instructing his employees in all safety measures. All equipment used by the vendor shall be in safe operating condition at all times and free from defects or wear which may in any way constitute a hazard to any person or persons.
4. The vendor shall furnish and maintain all necessary equipment. Equip body removal conveyance vehicles with body transport identification tags for remains, gurneys, health supplies needed to meet universal precaution standards, and safety supplies needed to meet hazardous materials/condition events. If the awarded vendor does not have adequate equipment, vehicles etc you will be allowed 30 days from the notice of award to obtain the required equipment, vehicles etc.
5. The vendor shall make application for and obtain any necessary permits and licenses from the appropriate governing body.
6. The vendor and his or her employees shall comply with the Florida Clean Indoor Air Act Chapter 85-257, by observing any "No Smoking Restrictions".
7. Vendors shall furnish and maintain all the necessary vehicles and equipment. As a requirement of this quote, a complete list of the vehicles and equipment, including quantities, model numbers, and age, shall be submitted.

8. Provide continuing education, at least annually, to staff of the body removal service on such topics as universal precaution standards, hazardous materials/conditions and such other topics as instructed by the Medical Examiner's Office and as deemed necessary by the body removal service to assure safe and high quality services. It will be the awarded vendor's responsibility to keep current all licenses, certifications etc. and these items may be requested at any time during this contract to see that the awarded vendor is in compliance with this requirement.
9. Preserve death scenes during the body removal process; i.e. not disturbing the placement or location of anything on-scene other than the body.
10. Cooperate with and take direction from, on scene and elsewhere, the Medical Examiner, Deputy Medical Examiners, Medical Examiner Scene Investigators, law enforcement personnel and public safety officials in processing a body (e.g. Wrapping a body, labeling, numbering and sealing a tag on the body removal bag).
11. Maintain complete records describing the handling, storage, shipment, or disposition of body and personal effects, including who on the body removal staff handled them at any point, and when they were handled including time and date.
12. Complete any reporting form provided by the Medical Examiner's Office and as determined necessary by the Office to document required activities and observations.
13. Comply with requests for legal testimony, court appearance or such other representation as requested by the Medical Examiner's Office.

B. SCHEDULING

Body removal shall be performed on an on call basis, 24 hours a day, and 365 days a year. All requests for body removal will come from the Medical Examiner's office. Calls / pages to the vendor for body removal shall be answered within 5 minutes, at which time arrangements will be made regarding location and removal of the body.

C. DAMAGE TO PROPERTY

Responsibility for damage or theft of Medical Examiner's property directly caused by the vendor during the body removal operations shall be assumed by the vendor. A written report of same and cause of damage must be submitted to the Medical Examiner's designee within 24 hours of occurrence.

D. EXAMINATION OF SITE, CONTRACT DOCUMENTS AND OTHER RELEVANT MATERIAL

1. It is suggested that vendors visit the site and fully acquaint themselves with conditions as they exist and the operations to be carried out. Vendors shall make such investigations as they see fit so that they can fully understand the facilities, difficulties, and restrictions attending the execution of the work.
2. The failure or omission of vendors to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves with the conditions there existing, shall in no way relieve the vendors from any obligation with respect to their quote.
3. By submitting a quote, the vendor covenants and agrees that they have carefully examined the specifications and the site and they have satisfied themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance. They further understand the intent and purpose thereof, their obligations there under, and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this specification, or because of any lack of information.

BACKGROUND CHECKS

The awarded proposer will be required to perform background checks on all employees that will be working on this contract. Background checks on any new employees hired during the term of the contract must be performed immediately and provided to the County's Representative before the employee will be allowed to service the Medical Examiner's Office.

Based on these background checks, the County reserves the right to ask the awarded proposer to remove an employee servicing this account.

If the awarded proposer does not comply at all times with the security check procedure, it may be grounds for termination of this contract.

Any charges incurred for these background checks are the sole responsibility of the Vendor.

Because of higher security requirements it will also be necessary to require a Crime Information Background Check. Checks are to be performed by the Florida Department of Law Enforcement at the following address:

Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302

Please provide the name, date of birth, race, sex, and last known address of each of your employees to FDLE. A copy of the background check from the Florida Department of Law Enforcement must be provided to Lee County's Representative.

All keys issued to the awarded proposer, will be charged to the awarded proposer for the loss of any keys/or the cost of changing of locks as the result of any loss of keys. The sole decision, regarding changing the locks, rests with the County Representative.

The awarded proposer will be responsible for his or her employees,, for acting in accordance with security guidelines, during entering, exiting, the Medical Examiner's Offices etc.

The awarded proposer will be held responsible for all background checks and criminal background checks for the duration of this contract. All costs associated with such checks are the vendor's responsibility.

SERVICE RATE CHANGES

If the awarded vendor(s) requests a price increase; it will be reviewed by the Medical Examiner's Office. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Lee County shall have the right to grant the price increase, or re-quote, at the County's sole discretion. Should prices decrease, the same procedure shall apply.

ESTIMATED DOLLAR VOLUME

The estimated expenditure annual expenditures for body removal services is approximately \$130,000. However, no minimum amount is implied or guaranteed.

FUEL SURCHARGES

Requests for fuel surcharges will be reviewed by the County on a case-by-case basis at any time over the term of the contract. Acceptance of such surcharges will be at the County's sole discretion. No fuel surcharges requests will be considered or granted for the first three months after the initial award of the quote. Such surcharges, if granted, will be considered temporary. At the time of request, the vendor shall indicate the period of time the surcharges will be necessary. At the expiration of that time the surcharge will be reviewed again and may be reviewed or extended. The County reserves the right at its sole discretion to tie surcharges to a nationally known index of its choosing (i.e., the U.S. Department of Energy); or to negotiate a percentage or flat fee directly with the awarded vendor.

VENDOR QUALIFICATION CRITERIA

The evaluation of this proposal is points-based. Each of the following criteria is assigned a number of points; which is the maximum that can be obtained for that criteria. The proposer obtaining the highest point total will be awarded the proposal.

The items listed below should be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in rejection of its proposal.

Criteria 1 – Work History

Provide a cover letter indicating the underlying body removal services background, expertise, qualifications, and philosophy of your firm in providing the services required in this RFP. The company – not the individual – must have a minimum of five (5) years experience in providing services similar in scope and complexity to that detailed under this RFP; proof of which should be included under Criteria 1. Please provide written response detailing your firm’s historical perspective.

Maximum Points Criteria 1: 10 points

Criteria 2 – Operation Plan

The operation plan should include, but not be limited to:

*Description of the proposed contract team, and the role to be played by each member of the proposed team;

*Proposed team organizational structure, internal training policy, drug testing policies, interrelationships, and interactions including management policies describing controls over money, staffing, and accounting practices

*Detailed plan of approach (including major tasks and sub-tasks); after hour availability, response times, confidentiality and dress code/uniforms.

*Vendor must comply with all applicable Code and Health Department requirements as they relate to the body removal services. Copies of all applicable licenses should be included with your proposal under Criteria 2;

*Vendor must be in compliance with – and be in possession of (as applicable) – all current applicable regulatory – i.e., Department of Business and Professional Regulation – licensing (FR), Florida Department of Health, OSHA certifications and insurances or proof of insurance. This includes, but is not limited to, OSHA blood borne pathogens, HIV/AIDS Education, Communicable Disease for the Funeral Industry. Copies should be included with your proposal under Criteria 2;

Maximum Points Criteria 2: 35 points

Criteria 3 - References

Include with your proposal a minimum of three (3) references from other entities or customers – these should be within the past three (3) years – for which your firm has done similar work. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP. Information provided should include the name, address, and telephone number of the contact person; description of services provided; and the time period of the contract.

Maximum Points Criteria 3: 15 points

Criteria 4 – Required Equipment

Equipment the District 21 Medical Examiner’s Office deems necessary to provide effective, efficient, and professional body removal services are as follows; Minimum fleet of five (5) vehicles suitable to transport bodies (i.e. van; SUV) and the use of two persons for each body removal, and additional equipment as designated by the Medical Examiner’s Office. Additional equipment shall include stretchers, body lifters, cots and casket table.

Maximum Points Criteria 4: 30 points

Criteria 5 – Pricing

This area covers the flat rate pricing per body removal within Lee County, Boca Grande, Glades County and Hendry County. Please refer to pages 13, 14 and 15 of this proposal. Enter your costs for the services on these pages and return those pages along with your other proposal submittals on pages 22 and 23.

Maximum Points Criteria 5: 10 points

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced (Print or Type Name) _____ as identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Standard Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$500,000 per occurrence
 - \$1,000,000 general aggregate
 - \$500,000 products and completed operations
 - \$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$500,000 combined single limit (CSL)
 - \$300,000 bodily injury per person
 - \$500,000 bodily injury per accident
 - \$300,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$100,000 per accident
 - \$100,000 disease limit
 - \$500,000 disease – policy limit

*The required minimum limit of liability shown in a; b; c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 1 additional copy of the quote has been submitted.
- 5. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.
- 11. Affidavit Certification Immigration Signed and Notarized

- 12. The mailing envelope has been addressed to:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398 or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901

- 13. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date

- 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

- 15. If submitting a "NO BID" please write quote number here _____
and check one of the following:
 Do not offer this product Insufficient time to respond.
 Unable to meet specifications (why)
 Unable to meet bond or insurance requirement.
Other: _____

Company Name and Address:

