



**AGENDA REPORT  
September 19, 2017**

**SUBJECT:**

APPROVAL, RE: CONTRACT EXTENSION

**FISCAL IMPACT:**

FY 16-17: There is no additional impact to the General Fund. These services have been accounted for in the MEO budget.

FY 17-18: There is no additional impact to the General Fund. These services have been accounted for in the MEO budget.

**DEPT/OFFICE:**

Housing and Human Services

**REQUESTED ACTION:**

It is requested that the Board of County Commissioners approved the attached Amendment extending the Medical Examiner's Office agreement with Casket Gallery dba B & B Enterprises for three (3) months until January 10, 2018.

**SUMMARY EXPLANATION and BACKGROUND:**

The Medical Examiner's Office (MEO) utilizes a vendor to provide transportation services for bodies of the deceased to the morgue. This service was last bid in September 2011 for one (1) year, with 5 - one year renewals. The lowest bidder was Casket Gallery dba B & B Enterprises, and they have been providing the services since then. The final renewal term will end on October 10, 2017.

We are seeking to re-bid to these services. However, it is anticipated that the process will extend beyond the end date of the current renewal. Therefore we are requesting this Amendment in order to make sure there is no disruption of service while the bidding process completes. All terms and conditions of the original agreement will be in effect during this extension including cost.

**ATTACHMENTS:**

**Description**

- AO-29(s)
- Amendment
- Original Bid Document and Renewals

**REVIEWERS:**

| Department             | Reviewer | Action |
|------------------------|----------|--------|
| No Reviewers Available |          |        |



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

September 20, 2017

**MEMORANDUM**

**TO:** Ian Golden, Housing and Human Services Department Director

**RE:** Item II.B.1., Amendment to Agreement for Extending the Medical Examiner's Office Agreement with Casket Gallery d/b/a B&B Enterprises for Three Months Until January 10, 2018

The Board of County Commissioners, in regular session on September 19, 2017, approved the Amendment to Agreement for extending the Medical Examiner's Office agreement with Casket Gallery d/b/a B&B Enterprises for three months until January 10, 2018. Enclosed are two executed Amendment to Agreement for your action.

**Upon execution by the Contractor, please return a fully-executed Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*for* *Donna Scott*  
Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration  
Finance  
Budget

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

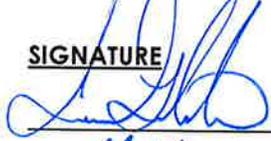
## SECTION I - GENERAL INFORMATION

|   |                            |
|---|----------------------------|
| 1. Contractor: Casket Gallery dba B&B Enterprises           |                            |
| 2. Fund/Account #: 0001/202080                              | 3. Department Name: HHS    |
| 4. Contract Description: Body Transport Extension Agreement |                            |
| 5. Contract Monitor: MEO                                    | 7. Contract Type: SERVICES |
| 6. Dept/Office Director: HHS/Ian Golden                     |                            |

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

| COUNTY OFFICE   | APPROVAL                 |                          | SIGNATURE | DATE  |
|-----------------|--------------------------|--------------------------|-----------|-------|
|                 | YES                      | NO                       |           |       |
| User Agency     | <input type="checkbox"/> | <input type="checkbox"/> | _____     | _____ |
| Risk Management | <input type="checkbox"/> | <input type="checkbox"/> | _____     | _____ |
| County Attorney | <input type="checkbox"/> | <input type="checkbox"/> | _____     | _____ |

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

| COUNTY OFFICE   | APPROVAL                            |                          | SIGNATURE  | DATE      |
|-----------------|-------------------------------------|--------------------------|--|-----------|
|                 | YES                                 | NO                       |  |           |
| User Agency     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |   | 8/30/17   |
| Risk Management | <input checked="" type="checkbox"/> | <input type="checkbox"/> |  | 8/30/2017 |
| County Attorney | <input type="checkbox"/>            | <input type="checkbox"/> | _____  | _____     |

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

| CM DATABASE REQUIRED FIELDS  | Complete ✓               |
|--|--------------------------|
| Department Information   | <input type="checkbox"/> |
| Department   | <input type="checkbox"/> |
| Program  | <input type="checkbox"/> |
| Contact Name   | <input type="checkbox"/> |
| Cost Center, Fund, and G/L Account   | <input type="checkbox"/> |
| Vendor Information (SAP Vendor #)  | <input type="checkbox"/> |
| Contract Status  | <input type="checkbox"/> |
| Contract Title   | <input type="checkbox"/> |
| Contract Type  | <input type="checkbox"/> |
| Contract Amount  | <input type="checkbox"/> |
| Storage Location (SAP)   | <input type="checkbox"/> |
| Contract Approval Date   | <input type="checkbox"/> |
| Contract Effective Date  | <input type="checkbox"/> |
| Contract Expiration Date   | <input type="checkbox"/> |
| Contract Absolute End Data (No Additional Renewals/Extensions)   | <input type="checkbox"/> |
| Material Group   | <input type="checkbox"/> |
| Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/<br>Risk Management Approval; Signed/Executed Contract) | <input type="checkbox"/> |
| "Right To Audit" Clause Included in Contract   | <input type="checkbox"/> |
| Monitored items: Uploaded to database (Insurance, Bonds, etc.)   | <input type="checkbox"/> |

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**



# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

|  |                                |  |
|--|--------------------------------|--|
| 1. <b>Contractor:</b> Casket Gallery dba B&B Enterprises           |                                |  |
| 2. <b>Fund/Account #:</b> 0001/202080                              | 3. <b>Department Name:</b> HHS |  |
| 4. <b>Contract Description:</b> Body Transport Extension Agreement |                                |  |
| 5. <b>Contract Monitor:</b> MEO                                    | 7. <b>Contract Type:</b>       |  |
| 6. <b>Dept/Office Director:</b> HHS/Ian Golden                     | SERVICES                       |  |

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u>          |                          | <u>SIGNATURE</u> | <u>DATE</u> |
|----------------------|--------------------------|--------------------------|------------------|-------------|
|                      | <u>YES</u>               | <u>NO</u>                |                  |             |
| User Agency          | <input type="checkbox"/> | <input type="checkbox"/> | _____            | _____       |
| Risk Management      | <input type="checkbox"/> | <input type="checkbox"/> | _____            | _____       |
| County Attorney      | <input type="checkbox"/> | <input type="checkbox"/> | _____            | _____       |

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u>                     |                          | <u>SIGNATURE</u>   | <u>DATE</u> |
|----------------------|-------------------------------------|--------------------------|--|-------------|
|                      | <u>YES</u>                          | <u>NO</u>                |  |             |
| User Agency          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |   | 8/30/17     |
| Risk Management      | <input type="checkbox"/>            | <input type="checkbox"/> | _____  | _____       |
| County Attorney      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |  | 8/31/17     |

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

| <u>CM DATABASE REQUIRED FIELDS</u>   | <u>Complete</u> ✓        |
|--|--------------------------|
| Department Information   | <input type="checkbox"/> |
| Department   | <input type="checkbox"/> |
| Program  | <input type="checkbox"/> |
| Contact Name   | <input type="checkbox"/> |
| Cost Center, Fund, and G/L Account   | <input type="checkbox"/> |
| Vendor Information (SAP Vendor #)  | <input type="checkbox"/> |
| Contract Status  | <input type="checkbox"/> |
| Contract Title   | <input type="checkbox"/> |
| Contract Type  | <input type="checkbox"/> |
| Contract Amount  | <input type="checkbox"/> |
| Storage Location (SAP)   | <input type="checkbox"/> |
| Contract Approval Date   | <input type="checkbox"/> |
| Contract Effective Date  | <input type="checkbox"/> |
| Contract Expiration Date   | <input type="checkbox"/> |
| Contract Absolute End Date (No Additional Renewals/Extensions)   | <input type="checkbox"/> |
| Material Group   | <input type="checkbox"/> |
| Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/<br>Risk Management Approval; Signed/Executed Contract) | <input type="checkbox"/> |
| "Right To Audit" Clause Included in Contract   | <input type="checkbox"/> |
| Monitored items: Uploaded to database (Insurance, Bonds, etc.)   | <input type="checkbox"/> |

**AMENDMENT TO AGREEMENT**

**THIS AMENDMENT TO AGREEMENT** made and entered into this 19<sup>th</sup> day of September 2017 by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter the “County”) and **Casket Gallery dba B&B Enterprises**, a for-profit corporation (hereinafter the “Contractor”), duly organized and existing by the virtue of the laws of the State of Florida.

**WITNESSETH:**

WHEREAS, the parties hereto have previously entered into Agreement on October 11, 2011 and have entered into 5-one year renewals with the final renewal covering the term of October 11, 2016 through October 10, 2017;

WHEREAS, the parties hereto desire to amend said Agreement to extend the term of the Agreement for three (3) months until January 10, 2018, under the same terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. That the term of the current renewal Agreement will be extended three (3) months until January 10, 2018.
2. That the previous Agreement between the parties under the Agreement is hereby amended, under the same terms and conditions otherwise expressed therein.
3. That all terms and conditions of the previous Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on the date first above written.

Space Intentionally Left Blank

Review for legal form and content:

By: Becky Behl-Hill 9/19/17  
Becky Behl-Hill

ATTEST

By: Scott Ellis  
Scott Ellis  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By: Curt Smith  
Chair - CURT SMITH

Date: September 19, 2017

As approved by the Board on: 9/19/17

CONTRACTOR:

By: \_\_\_\_\_

Date: \_\_\_\_\_



Florida's Space Coast

Purchasing Services  
3725 Judge Fran Jamieson Way, Suite C303  
Viera, FL 32940

Telephone (321) 617-7390  
Facsimile (321) 617-7391

September 1, 2016

Mr. Robert L. Thomas  
Casket Gallery Inc. dba B&B Enterprises  
3346 Sterling Lake Circle  
Oviedo, FL 32765  
Email: bobbyt407@aol.com

Dear Mr. Thomas:

This letter is to notify you of the intent to renew B-5-11-98, **Deceased Removal & Transport**. The effective dates of this renewal will be 10/11/16 to 10/10/17.

If Casket Gallery Inc. dba B&B Enterprises is interested in continuing this bid for an additional one (1) year under the same terms, prices and conditions, please respond by signing to the understanding of the renewal for B-5-11-98, Deceased Removal & Transport. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

I, Robert L. Thomas, of Casket Gallery / B&B Enterprise agree to renew subject contract through \_\_\_\_\_, under the same terms, pricing and conditions.

If Casket Gallery Inc. dba B&B Enterprises is not interested in renewing this contract, please complete and sign the following statement:

I, \_\_\_\_\_, of \_\_\_\_\_ do not agree to renew subject contract.

Robert L. Thomas  
Authorized Vendor Signature

09/06/2016  
Date

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. These certificates are required to be returned with your acceptance of this notice. Brevard County reserves the right to re-bid all items on this bid if extensions are not received on all items.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, please feel free to contact Kimberly Phillips, PA at (321) 617-7390. You can fax your response to (321) 617-7391 or email Karen DiNatale at [karen.dinatale@brevardfl.gov](mailto:karen.dinatale@brevardfl.gov). Your attention to this matter is greatly appreciated.

Sincerely,

Leslie Rothering  
Leslie Rothering, Manager  
Purchasing Services

PA 2/HP

11/2015 09:18

Bobby Thomas 407-679-2275

P1



Florida's Space Const

Chasing Services  
 15 Judge Fran Jamieson Way, Suite C303  
 Ft. Pierce, FL 32940

Telephone (321) 617-7390  
 Facsimile (321) 617-7391

August 30, 2015

Robert L. Thomas  
 Basket Gallery dba B&B Enterprises  
 16 Sterling Lake Circle  
 Ft. Pierce, FL 32765  
 Email: bobbyt407@aol.com

Dear Mr. Thomas

This letter is to notify you of the intent to renew B-5-11-98, Deceased Removal & Transport. The effective dates of  
 the renewal will be 10/11/15 to 10/10/16.

Basket Gallery dba B&B Enterprises is interested in continuing this bid for an additional one (1) year under the same  
 terms, prices and conditions, please respond by signing to the understanding of the renewal for B-5-11-98, Deceased  
 Removal & Transport. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

Robert L Thomas, of BASKET GALLERY dba B&B agree to renew subject contract  
 through 10/10/16, under the same terms, pricing and conditions.

If Basket Gallery dba B&B Enterprises is not interested in renewing this contract, please complete and sign the following  
 statement:

\_\_\_\_\_, of \_\_\_\_\_ do not agree to renew subject contract.

Robert L Thomas  
 Authorized Vendor Signature

08/11/2015  
 Date

When renewing, you are required to submit your updated insurance certifications naming the Board of County  
 Commissioners as the other insured. These certificates are required to be returned with your acceptance of this notice.  
 Brevard County reserves the right to re-bid all items on this bid if extensions are not received on all items.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions,  
 please feel free to contact April Chapman, PA at (321) 617-7390. You can fax your response to (321) 617-7391 or email  
 Karen DiNatale at [karen.dinatale@brevardcounty.us](mailto:karen.dinatale@brevardcounty.us). Your attention to this matter is greatly appreciated.

Sincerely,  
Jessie Rothering  
 Jess Rothering, Manager  
 Chasing Services  
JAC



Florida's Space Coast

Purchasing Services  
2725 Judge Fran Jamieson Way, Suite C303  
Viera, FL 32940

Telephone (321) 617-7390  
Facsimile (321) 617-7391

July 2, 2014

Mr. Robert L. Thomas  
Casket Gallery dba B&B Enterprises  
3346 Sterling Lake Circle  
Oviedo, FL 32765  
Email: bobbyt407@aol.com

Dear Mr. Thomas:

This letter is to notify you of the intent to renew **B-5-11-98, Deceased Removal & Transport**. The effective dates of this renewal will be 10/11/14 to 10/10/15.

If Casket Gallery dba B&B Enterprises is interested in continuing this bid for an additional one (1) year under the same terms, prices and conditions, please respond by signing to the understanding of the renewal for B-5-11-98, Deceased Removal & Transport. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

I, ROBERT L. THOMAS, of CASKET GALLERY / B & B ENTERPRISES agree to renew subject contract through 10/10/2015, under the same terms, pricing and conditions.

If Casket Gallery dba B&B Enterprises is not interested in renewing this contract, please complete and sign the following statement;

I, \_\_\_\_\_, of \_\_\_\_\_ do not agree to renew subject contract.

Robert L. Thomas  
Authorized Vendor Signature

07/08/2014  
Date

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. These certificates are required to be returned with your acceptance of this notice. Brevard County reserves the right to re-bid all items on this bid if extensions are not received on all items.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, please feel free to contact Sherry Collett, PA at (321) 617-7390. You can fax your response to (321) 617-7391 or email Karen DiNatale at [karen.dinatale@brevardcounty.us](mailto:karen.dinatale@brevardcounty.us). Your attention to this matter is greatly appreciated.

Sincerely,

Leslie Rothering  
Leslie Rothering, Manager  
Purchasing Services

PA Sherry Collett



2725 Judge Fran Jamieson Way  
Bldg. C, Suite C-303  
Viera, FL 32940  
Telephone (321) 617-7390  
Facsimile (321) 617-7391

September 9, 2013

Mr. Robert L. Thomas  
Casket Gallery dba B&B Enterprises  
3346 Sterling Lake Circle  
Oviedo, FL 32765  
Email: bobbyt407@aol.com

Dear Mr. Thomas:

This letter is to notify you of the intent to renew the B-5-11-98, Deceased Removal & Transport. The effective dates of this renewal will be 10/11/13 to 10/10/14.

If Casket Gallery dba B&B Enterprises is interested in continuing this bid for an additional one (1) year under the same terms, prices and conditions, please respond by signing to the understanding of the renewal for B-5-11-98, Deceased Removal & Transport. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

I, Robert L. Thomas, of Casket Gallery dba B&B Enterprises agree to extend subject contract through 10/10/14, under the same terms, pricing and conditions.

If Casket Gallery dba B&B Enterprises is not interested in extending this contract, please complete and sign the following statement:

I, \_\_\_\_\_, of \_\_\_\_\_ do not agree to extend subject contract.

If extending, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. These certificates are required to be returned with your acceptance of this notice. Brevard County reserves the right to re-bid all items on this bid if extensions are not received on all items.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, please feel free to contact April Chapman, PA at (321) 617-7390. You can fax your response to (321) 617-7391 or email Karen DiNatale at [karen.dinatale@brevardcounty.us](mailto:karen.dinatale@brevardcounty.us). Your attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads 'Leslie Rothering'.

Leslie Rothering, Manager  
Purchasing Services

PA A handwritten signature in cursive script, likely belonging to April Chapman.

**BREVARD** County  
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST



CENTRAL SERVICES  
PURCHASING SERVICES  
Brevard County Government Center  
2725 Judge Fran Jamieson Way,  
Bldg. C, Suite C-303  
Viera, FL 32940

Telephone (321) 617-7390  
Facsimile (321) 617-7391  
Facsimile (321) 637-5302

July 12, 2012

Mr. Robert L. Thomas  
Casket Gallery of Florida dba B&B Enterprise  
3346 Sterling Lake Circle  
Oviedo, FL 32765  
Email: bobbyt407@aol.com

Dear Mr. Thomas:

This letter is to notify you of the intent to renew the **B-5-11-98, Deceased Removal & Transport**.

As stated in the specifications, this bid has an option to renew for an additional one (1) year under the same terms pricing and conditions. The effective dates of this renewal will be 10/11/12 to 10/10/13.

If Casket Gallery of Florida dba B&B Enterprise is interested in continuing this bid for an additional one (1) year under the same terms, prices and conditions, please respond by signing to the understanding of the renewal for B-5-11-98 Deceased Removal & Transport. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

I, Robert L. Thomas, of CASKET GALLERY OF FL / B&B agree to extend subject contract through 10/10/2013, under the same terms, pricing and conditions.

If Casket Gallery of Florida dba B&B Enterprise is not interested in extending this contract, please complete and sign the following statement;

I, \_\_\_\_\_, of \_\_\_\_\_ do not agree to extend subject contract.

If extending, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. These certificates are required to be returned with your acceptance of this notice. Brevard County reserves the right to re-bid all items on this bid if extensions are not received on all items.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, please feel free to contact April Chapman, PA at (321) 617-7390. You can fax your response to me at (321) 617-7391 or (321) 637-5302. Your attention to this matter is greatly appreciated.

Sincerely,

Handwritten signature of Leslie Rothering.

Leslie Rothering, Manager  
Purchasing Services

PA AK cc: file



Central Services Group  
 Purchasing Services  
 2725 Judge Fran Jamieson Way, Suite C303  
 Viera, FL 32940

Phone (321) 617-7390  
 Facsimile (321) 617-7391  
 Facsimile (321) 637-5302

**NOTICE OF AWARD**  
**DATE: September 12, 2011**  
**BID#B-5-11-98/Deceased Removal & Transport Services**

**PURCHASING AGENT:** April Chapman

| <u>VENDOR</u>  | <u>MEETS MINIMUM REQUIREMENTS</u> | <u>ITEMS AWARDED</u> | <u>ESTIMATED ANNUAL AMOUNT</u> | <u>LOCAL PREFERENCE CATEGORY APPLIED</u> |
|--|-----------------------------------|----------------------|--------------------------------|--|
| Casket Gallery of Florida<br>dba: B&B Enterprise<br>Oviedo, FL | Yes                               | ALL                  | \$123,800.00                   | \$120,705.00<br>Category 2               |
| Space Coast Removal<br>Cocoa, FL                               | No                                |                      | Non-Responsive                 |  |
| Thomas R. Moss<br>Indian Harbor Beach, FL                      | No                                |                      | Non-Responsive                 |  |

BOARD AWARD--AGENDA ATTACHED

APPROVED AWARD (NON-BOARD AGENDA)  
 (Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steve Stultz, Central Services Director/Stockton Whitten, Assistant County Manager

- Award to Overall Lowest, most Responsive, minimum three bids received.  
 Award to other than low, with low bid being non-responsive: (copy to Manager)  
 REASON FOR NON-RESPONSIVENESS:  
 Award to low bid, less than three responses received: (copy to Manager)  
 REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: L. Rothering, Purchasing Mgr.; C. Engelson, Medical Examiner Office; April Chapman, Purchasing Services

**FOR PURCHASING USE ONLY:**

ONE TIME PURCHASE

ANNUAL BID:  
 EFFECTIVE DATE 10/11/11 ENDING DATE 10/10/12  
 RENEWAL OPTION  One year  Other (fill in) 5 - one(1) year terms

RELEASE CASHIER'S OR CERTIFIED CHECK RECEIVED FOR BID DEPOSIT ON BIDS

**SPECIAL INSTRUCTIONS TO AWARDED VENDOR:**

- Please provide certificate of insurance.  
 Please provide performance and payment bonds as required.  
 OTHER:

\* NOTES: Space Coast Removal deemed non-responsive due to General Conditions #24 & Qualifications #1  
 Thomas R. Moss deemed non-responsive due to Qualifications #1

*JMR*

## Casket Gallery of Florida

DBA B&B Enterprise

3346 Sterling Lake Circle, Oviedo, FL 32765

Business Phone: 407-538-3433  
FAX 407-218-1343

August 24, 2011

Ms. April Chapman  
Purchasing Agent  
Purchasing Services  
2725 Judge Fran Jamieson Way  
Bldg. C, 3<sup>rd</sup> Floor, Suite C-303  
Viera, FL 32940

Reference: Bid Number B-5-11-98

Dear Ms. Chapman:

My name is Robert L. Thomas Founder and President of B&B Enterprise, A Professional Removal Service. B&B was founded with the primary focus on transporting human remains for the Medical Examiner offices in the Central Florida area.

In 2002 B&B was awarded its first government contract with Volusia County Medical Examiner servicing Seminole County. After one year of successful services, B&B was awarded the Volusia County contract as well. During the contract period B&B removed over 4500 bodies.

In 2005 B&B was contacted by Brevard County Medical Examiner office to assist with removals for 90 days or until a new contract was awarded. During this period B&B office was located in Seminole County. B&B never missed a call and provided services on a timely basis. B&B was always dedicated and devoted for a 24 hour time-frame. After a ninety-day period, B&B applied for the Brevard contract and subsequently it was awarded.

B&B has a committed team that has provided services to the Brevard County Medical Examiner for over six years. During the contract period B&B removed over 4100 bodies. The B&B team strives for professionalism and excellence. After employment, the team is provided with the company's Standard Operating Procedures and two weeks on the job training. Thereafter the team is kept abreast on performance and changes on a monthly basis.

Sincerely,



Robert L. (Bobby) Thomas - PRESIDENT  
bobbyt407@aol.com

## **ORGANIZATIONAL PROFILE**

B&B Enterprise a Professional Removal Service opened its doors in January 2002 as the brainchild of Robert Thomas. The career in funeral service started in September 2000 with the opening of Casket Gallery of Florida, Inc. The following year to fill a need that existed, a decision was made to concentrate on a removal service to transport human remains for the Medical Examiner in Central Florida at an affordable rate.

To expand on knowledge of the funeral industry, Mr. Thomas studied Funeral Law at the St. Petersburg Jr College in St. Petersburg, Florida. In December 2001 B&B Enterprise acquired a defunct removal business and later changed the name to B&B Enterprise. In February 2002 the company was awarded its first government contract with the Volusia County Medical Examiner for Seminole County and was later awarded the Volusia County which was serviced until July 2009.

In March 2006 B&B Enterprise was contacted by the Brevard County Medical Examiner's office to assist with their removal service for 90 days or until a new contract was awarded. The bid was awarded to B&B Enterprise in October 2006. During the service of both counties contracts, B&B Enterprise has performed over 8,000 removals with excellent response times.

B&B Enterprise is available 24 hours a day, 7 days a week. B&B Enterprise takes Great Pride in providing Excellent and Professional Services to the families, law enforcement, and the Medical Examiner's staff. The management of B&B Enterprise provides its team with professional looking uniforms. It is always impressed upon the team the importance of proper identification and caring for the deceased and their personal effects. The team is given a copy of the Standard Operating Procedures (SOP). B&B Enterprise currently has two vans that service the Brevard county area. Each vehicle contains a supply of gloves, sheets, disinfectants, and personal protective equipment.

## **ORGANIZATIONAL STRUCTURE**

B&B Enterprise has two full-time team members and five part-time team members that are available on call during a twelve (12) hour shifts. Each team member has a geographic knowledge of Brevard County. Robert Thomas will serve as General Manager for this contract. Mr. Thomas is a retired Navy Veteran with excellent leadership and management skills. He has been in the funeral industry for over 11 years and in the removal business for nine years. Mr. Thomas provides in-depth on-site training for new team members on Removal and Transporting of Human Remains. He ensures that all team members meet the State required Health and Education/Safety training.

**Angel Lauders will serve as Lead Attendant. She has worked with B&B for nine months in the removal industry. She has completed her Health and Education/Safety Training. Ms. Lauders is responsible for contract management and all required records/ bookkeeping. All B&B Enterprise team has met the State required Health and Education/Safety Training.**

**THE TEAM**

**ROBERT THOMAS, GENERAL MANGER, OVER 11 YEARS WITH B&B ENTRPRISE, 9 YEARS OF REMOVAL EXPERIENCE**

**ANGEL LAUDERS, LEAD, 9 MONTHS WITH B&B ENTERPRISE and 9 MONTHS IN THE REMOVAL BUSINESS**

**JOSHUA WHITE**

**SEAN ROBLIN**

**MICHAEL ROLING**

**SHAYNE ENRIQUEZ**

**NATHAN LAUDERS**

|  |   |   |
|--|---|---|
| <b>SUBMIT BIDS TO:</b><br><b>PURCHASING SERVICES</b><br><b>2725 JUDGE FRAN JAMIESON WAY,</b><br><b>BLDG. C, 3<sup>rd</sup> FLOOR, SUITE C-303</b><br><b>VIERA, FL. 32940</b> |  | <b>INVITATION TO BID</b><br><b>Bid Acknowledgment</b> |
|--|---|---|

|   |  |
|---|--|
| <b>PURCHASING AGENT:</b> PHONE (321) 617-7390<br><b>April Chapman</b> | <b>AN EQUAL OPPORTUNITY EMPLOYER</b><br><b>FLORIDA TAX EXEMPT #85-8012621749C-1</b><br><b>FEDERAL TAX EXEMPT #59-6000523</b> |
|---|--|

**BID SPECS. MAY BE PICKED UP AT:**  
Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL. 32940

|                                 |  |                                |  |
|---------------------------------|--|--------------------------------|--|
| <b>MAILING DATE:</b><br>7/28/11 | <b>BID TITLE:</b><br>Decesed Removal & Transport | <b>BID NUMBER</b><br>B-5-11-98 | <b>BID OPENING DATE &amp; TIME</b><br>August 24, 2011 @ 4:00pm |
|---------------------------------|--|--------------------------------|--|

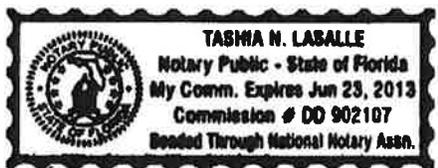
|   |   |
|---|---|
| <b>PRE BID DATE, TIME AND LOCATION:</b> <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Non-Mandatory<br>August 11, 2011 @ 10:30a.m. in the Atlantic Room, 2725 Judge Fran Jamieson Way, Bldg. C, 3 <sup>rd</sup> flr, Viera, FL 32940 | <b>BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</b> |
|---|---|

|   |   |
|---|---|
| <b>BIDDER NAME/ADDRESS</b> Casket Gallery of FL/DBA B&B Enterpise<br>3346 Sterling Lake Circl<br>Oviedo Fl 32765<br><b>TELEPHONE NUMBER/TOLL FREE NUMBER:</b><br>407-538-3433 | <b>VENDOR MUST COMPLETE THIS AREA AND RETURN FORM NOTARIZED. FORM IS REQUIRED.</b><br>If returning as a "no bid" state reason:<br><hr/> <b>FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S NUMBER</b> 593671780 |
|---|---|

|   |  |
|---|--|
| I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the County of Brevard the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder. | X <u>Robert L Thomas</u><br><b>AUTHORIZED SIGNATURE (MANUAL)</b><br><b>ROBERT L THOMAS</b><br><hr/> <b>TYPED NAME</b><br><b>PRESIDENT</b><br><hr/> <b>TITLE</b> <u>President</u> <b>DATE</b> <u>Aug 24, 2011</u> |
|---|--|

**THIS FORM MUST BE NOTARIZED BELOW**

Sworn to and subscribed to me this 24 day of August, 2011.  
Personally known:   
Or produced identification:  Type of ID: FLDL TS20772524140  
Tashia N. Sal Florida  
Notary Signature State



My commission expires: Jun. 23, 2013  
(AFFIX SEAL or STAMP)

**BOND DATA**

|   |   |
|---|---|
| <b>VENDOR MUST PROVIDE:</b><br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>BID BOND</b><br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>PERFORMANCE BOND</b><br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>LABOR, MATERIAL, PERFORMANCE BOND</b> | <b>AMOUNT:</b><br>_____<br>_____<br>_____ |
|---|---|

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A. M. Best's rating as specified in this document and depending on the amount of the bond, shall have a minimum A. M. Best's financial size category ranking as follows:

| BOND AMOUNT UP TO | FINANCIAL CLASS | BOND AMOUNT UP TO | FINANCIAL CLASS |
|-------------------|-----------------|-------------------|-----------------|
| \$ 1,000,000      | V               | \$ 25,000,000     | IX              |
| \$ 2,500,000      | VI              | \$ 50,000,000     | X               |
| \$ 5,000,000      | VII             | \$ 75,000,000     | XI              |
| \$ 10,000,000     | VIII            | \$ 100,000,000    | XII             |

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.**

**DECEASED REMOVAL AND TRANSPORT SERVICES**

**B-5-11-98**

**PRICE SHEET RESPONSE FORM - Exhibit A**

Bid price to provide all labor, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the ITB documents:

| Item Description                        | Quantity                       | Unit Price | Extended Price    |
|---|--------------------------------|------------|-------------------|
| Single body pickup/removal              | 750                            | \$165.00   | \$ 123,750        |
| <i>Written "unit price" in words</i>    | One hundred sixty five dollars |            |                   |
| Additional body - Same trip/location    | 1                              | \$ 50.00   | \$ 50.00          |
| Out-of-County removal/transport         | 1                              | \$ 0       | \$ 0              |
| Wait time(per hour): after initial 2hrs | 5                              | \$ 0       | \$ 0              |
| <b>ANNUAL TOTAL</b>                     |                                |            | <b>\$ 123,800</b> |

**PROMPT PAYMENT DISCOUNT**

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

\* If Prompt Payment Discount is offered please state discount and terms: \_\_\_\_\_

Does vendor accept Automated Clearing House(ACH) payments?  YES or  NO

**ADDENDUM ACKNOWLEDGMENT:**

Add. No. 1 Dated Aug 19 2011 / Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ / Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, and pricing for Bid #B-5-11-98/Deceased Removal and Transport Services.

VENDOR NAME Casket Gallery of Florida Inc/DBA B&B Enterprise  
3346 Sterling Lake Circle Oviedo Fl 32765  
 ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE *Robert L Thomas*

PRINTED SIGNATURE ROBERT L THOMAS DATE Aug 24, 2011

TELEPHONE # 407 538 3433 FAX # 407-218-7343

EMAIL: bobbyt407@aol.com

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
*B-5-11-98/Deceased Removal & Transport Services*

**INDEMNIFICATION**

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to building construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

**ACCEPTED BY:**

Vendor Name Casket Gallery of Florida Inc DBA/B&B Enterprise

Address 3346 Sterling Lake Circle Oviedo Fl 32765

Authorized Signature *Robert L Thomas* Date Aug 24, 2011

Print Name Robert L Thomas

Telephone Number 407-538-3433

Fax # 407-218-7343



**LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
Purchasing Services Office

by

[print individual's name and title]

for Casket Gallery of Florida Inc DBA B&B Enterprise

[print name of Company/Individual submitting sworn statement]

whose business address is 3346 Sterling Lake Circle Oviedo Fl 32765

(If applicable) its Federal Employer Identification Number (FEIN) is 593671780

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. ITB # and TITLE: B-5-11-98 Deceased Removal & Transport

3. LOCAL PREFERENCE ELIGIBILITY

***DO NOT check multiple categories; bidders shall select the applicable category for their company.***

- A. "Category 1" – Vendor has maintained a permanent place of business located in Brevard County for a minimum of one (1) year immediately preceding the advertisement of the bid or request for BIDs **and** fifty percent (50%) of the staff to perform the work under the bid or BID are Brevard County residents \_\_\_ YES  
***To receive Category 1 Eligibility, the apparent low bidder shall have five (5) business days to submit Drivers License copies of ALL 50% of assigned staff to perform work, including subcontractors AND a copy of Business Tax Receipt(s) documenting bidder's permanent place of business.***
- B. "Category 2" – Vendor has established and maintains a permanent place of business located in the State of Florida **and** fifty percent (50%) of the staff to perform the work under the bid or BID are Brevard County residents X YES  
***To receive Category 2 Eligibility, the apparent low bidder shall have five (5) business days to submit Drivers License copies of ALL 50% of assigned staff to perform work, including subcontractors.***
- C. "Category 3" – Vendor has established and agrees to maintain a permanent place of business located in the State of Florida \_\_\_ YES
- D. "Category 4" – Does not qualify for A, B, or C

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID ONLY FOR THE BID/ITB SPECIFIED. I ALSO UNDERSTAND THAT FAILURE TO MAINTAIN THE REQUIREMENTS OF THE CATEGORY INDICATED THROUGH COMPLETION OF THE AWARDED BID OR CONTRACT MAY BE GROUNDS FOR IMMEDIATE TERMINATION AND MAY BE USED FOR CONSIDERATION FOR FUTURE AWARDS.

Robert L. Thomas  
[Signature]

Aug. 24, 2011  
[Date]

STATE OF FLORIDA

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority Robert L. Thomas  
[Name of Individual Signing]  
who, after first being sworn by me, affixed his signature in the space provided above on this

24 day of August, 2011.

Tabitha N. LaSalle  
NOTARY PUBLIC

My commission expires: Jun. 23, 2011

(Affix Seal)





**REFERENCE FORM – Exhibit C**  
**DECEASED REMOVAL & TRANSPORTATION SERVICES**  
**B-5-11-98**

**REFERENCES – PROJECTS**

Bidders shall list a minimum of five (5) years of services specified in the solicitation. List customers in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements.

1. Customer/Client Brevard County Medical Examiner  
Date of Services: March 2006- Present  
Description of Services: Transport Human Remains to Mortuary  
Contact Person: Craig Engleson  
Address 1750 Cedar Street Rockledge Fl 32955  
Telephone Number: 312 633 1981  
Fax 312 633 1986 Email craig.engleson@brevard.us
  
2. Customer/Client Volusia County Medical Examiner  
Date of Services: Febuary 2002-June 2009  
Description of Services: Transport human remain to Mortuary  
Contact Person: Bob Bruch  
Address 1360 Indian Lake Road Daytona Beach Fl 32124  
Telephone Number: 386 258 4060  
Fax 386 258 4061 Email bbruch@co.volusia.fl.us
  
3. Customer/Client Holloway Funeral Home  
Date of Services: June 2004-Present  
Description of Services: Transport human remains to funeral home  
Contact Person: Art Holloway  
Address 112 South Bayview Blvd Oldsmar Fl  
Telephone Number: 813 855 2439  
Fax 813 855 1626 Email hollowayfh@tampabay.rr.com
  
4. Customer/Client Orlando Crematory  
Date of Services: Jun 2009- Present  
Description of Services: Transport remains as needed  
Contact Person: Janene Rhodes  
Address 7284 Narcoossee rd Oralando Fl  
Telephone Number: 407-381 7474  
Fax 407-381 7765 Email orlandocrematory@bellsouth.net
  
5. Customer/Client Robert Bryant Funeral Home  
Date of Services: June 2006-Present  
Description of Services: Transport remains on an at need basis  
Contact Person: Mariela Akins  
Address 321 East Michigan Street Orlando Fl  
Telephone Number: 407-9000 426  
Fax 407- 426-9000 Email Monedjo3@yahoo.com

VENDOR NAME Casket Gallery of Florida Inc/DBA B&B Enterprise  
ADDRESS 3346 Sterling Lake Circle Oviedo Fl 32765  
PRINTED SIGNATURE ROBERT THOMAS  
AUTHORIZED SIGNATURE Robert Thomas  
PHONE # 407 538 3433 FAX# 407 218 7343 DATE August 23, 2011

**EQUIPMENT**

- (1) 1998 CHEVY ASTRO VAN WHITE IN COLOR      LOW MILEAGE**
- (1) 2000 CHEVY VENTURE GRAY IN COLOR      LOW MILEAGE**
- (4) FERNO 24 H MULTI LEVEL MORTUARY COTS W RESTRAINTS**
- (4) BACKBOARDS**
- (2) AUXILITY PORTABLE COTS W RESTRAINTS**

**SUPPLY OF GLOVES, SHEETS,DISINFECTANTS AND PERSONAL  
PROTECTIVE EQUIPMENT**



**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
BOARD OF FUNERAL, CEMETERY AND CONSUMER SERVICES  
200 E GAINES STREET, TALLAHASSEE, FL 32399-0361 PHONE (850) 413-3039**

**Removal Facility**

**LICENSE PERIOD: December 1, 2010 - November 30, 2012**

**LICENSE NUMBER: F041693**

The Removal Facility indicated below is licensed under the provisions of Chapter 497 Florida Statutes.

Business Location: 3346 STERLING LAKE CIRCLE, OVIEDO FL 32762

**B&B ENTERPRISE A PROFESSIONAL REMOVAL SERVICE  
3346 STERLING LAKE CIRCLE  
OVIEDO FL 32762**



## SEMINOLE COUNTY BUSINESS TAX RECEIPT

RAY VALDES, SEMINOLE COUNTY TAX COLLECTOR

PO Box 630 ■ Sanford, FL 32772-0630 ■ Telephone: 407-665-1000

[www.seminoletax.org](http://www.seminoletax.org)

**VALID THROUGH 09/30/12**

**B & B ENTERPRISE A PROFESSIONAL**

**REMOVAL SERVICE**

**3346 STERLING LAKE CIR**

**OVIEDO, FL 32762**

**ROBERT L THOMAS (OWNER)**

**BOBBIE Q THOMAS (OWNER)**

**Account #:005127**

**NOT REGULATED**

**IMPORTANT\_INFORMATION**

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

**ROBERT LUVERT THOMAS  
3346 STERLING LAKE CIR  
OVIEDO, FL 32765**

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 17 / 4      T# 672941047  
B# 477803

**FLORIDA VEHICLE REGISTRATION**

PLATE **ABQL73**      DECAL **13553616**      Expires **Midnight Mon 11/14/2011**

|             |                          |              |                  |           |                 |                |             |               |   |
|-------------|--------------------------|--------------|------------------|-----------|-----------------|----------------|-------------|---------------|---|
| YR/MK       | <b>2000/CHEV</b>         | BODY         | <b>4D</b>        | COLOR     | <b>GRY</b>      | Reg. Tax       | 4.85        | Class Code    | 1 |
| VIN         | <b>1GNDX03E7YD124055</b> |              |                  | TITLE     | <b>79463983</b> | Init. Reg.     |             | Tax Months    | 4 |
| Plate Type  | <b>RGS</b>               | NET WT       | <b>3809</b>      |           |                 | County Fee     | 3.00        | Back Tax Mos  |   |
| DL # ID     | <b>T520772524140</b>     |              |                  |           |                 | Mail Fee       |             | Credit Class  | 1 |
| Date Issued | <b>8/1/2011</b>          | Plate Issued | <b>7/21/2010</b> | TRANSFER: | <b>X</b>        | Sales Tax      |             | Credit Months | 4 |
|             |                          |              |                  |           |                 | Voluntary Fees |             |               |   |
|             |                          |              |                  |           |                 | Grand Total    | <b>7.85</b> |               |   |

**ROBERT LUVERT THOMAS  
3346 STERLING LAKE CIR  
OVIEDO, FL 32765**

**IMPORTANT INFORMATION**

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

**RGS - SUNSHINE STATE**

# FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 4

T# 666192533  
B# 470964

PLATE **NEW6L**      DECAL **18571501**      Expires **Midnight Mon 11/14/2011**

|             |                          |              |                 |           |                 |                |              |               |    |
|-------------|--------------------------|--------------|-----------------|-----------|-----------------|----------------|--------------|---------------|----|
| YR/MK       | <b>1998/CHEV</b>         | BODY         | <b>VN</b>       | COLOR     | <b>WHI</b>      | Reg. Tax       | 40.15        | Class Code    | 1  |
| VIN         | <b>1GCDM19W7WB178620</b> |              |                 | TITLE     | <b>75301993</b> | Init. Reg.     |              | Tax Months    | 5  |
| Plate Type  | <b>NAR</b>               | NET WT       | <b>3754</b>     |           |                 | County Fee     | 3.00         | Back Tax Mos  |    |
| DL/FEID     | <b>T520772524140</b>     |              |                 |           |                 | Mail Fee       |              | Credit Class  | 31 |
| Date Issued | <b>6/2/2011</b>          | Plate Issued | <b>6/2/2011</b> | TRANSFER: | <b>X</b>        | Sales Tax      |              | Credit Months | 5  |
|             |                          |              |                 |           |                 | Voluntary Fees |              |               |    |
|             |                          |              |                 |           |                 | Grand Total    | <b>43.15</b> |               |    |

**ROBERT LUVERT THOMAS  
3346 STERLING LAKE CIR  
OVIEDO, FL 32765**

### IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

**NAR - NAVY PLATE ISSUED X**

|   |   |   |
|---|---|---|
| <b>SUBMIT BIDS TO:</b><br>PURCHASING SERVICES<br>2725 JUDGE FRAN JAMIESON WAY,<br>BLDG. C, 3 <sup>rd</sup> FLOOR, SUITE C-303<br>VIERA, FL. 32940 |  | <b>INVITATION TO BID</b><br><b>Bid Acknowledgment</b> |
|---|---|---|

|  |  |
|--|--|
| <b>PURCHASING AGENT:</b> PHONE (321) 617-7390<br>April Chapman | <b>AN EQUAL OPPORTUNITY EMPLOYER</b><br><b>FLORIDA TAX EXEMPT #85-8012621749C-1</b><br><b>FEDERAL TAX EXEMPT #59-6000523</b> |
|--|--|

**BID SPECS. MAY BE PICKED UP AT:**  
 Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL. 32940

|                                 |   |                                |  |
|---------------------------------|---|--------------------------------|--|
| <b>MAILING DATE:</b><br>7/28/11 | <b>BID TITLE:</b><br>Deceased Removal & Transport | <b>BID NUMBER</b><br>B-5-11-98 | <b>BID OPENING DATE &amp; TIME</b><br>August 24, 2011 @ 4:00pm |
|---------------------------------|---|--------------------------------|--|

|   |   |
|---|---|
| <b>PRE BID DATE, TIME AND LOCATION:</b> <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Non-Mandatory<br>August 11, 2011 @ 10:30a.m. in the Atlantic Room, 2725 Judge Fran Jamieson Way, Bldg. C, 3 <sup>rd</sup> flr, Viera, FL 32940 | <b>BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</b> |
|---|---|

|  |   |
|--|---|
| <b>BIDDER NAME/ADDRESS</b><br><br><br><b>TELEPHONE NUMBER/TOLL FREE NUMBER:</b><br>_____ | <b>VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZED. FORM IS REQUIRED.</b><br>If returning as a "no bid" state reason:<br><br>_____<br><b>FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S NUMBER</b> _____ |
|--|---|

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the County of Brevard the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

|  |
|--|
| <b>X</b><br><br>_____<br><b>AUTHORIZED SIGNATURE (MANUAL)</b><br><br>_____<br><b>TYPED NAME</b><br><br>_____<br><b>TITLE</b> _____ <b>DATE</b> _____ |
|--|

**THIS FORM MUST BE NOTARIZED BELOW**

Sworn to and subscribed to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
 Personally known:   
 Or produced identification:  Type of ID: \_\_\_\_\_

Notary Signature \_\_\_\_\_ State \_\_\_\_\_

My commission expires : \_\_\_\_\_  
 (AFFIX SEAL or STAMP)

**BOND DATA**

|   |                |
|---|----------------|
| <b>VENDOR MUST PROVIDE:</b>   | <b>AMOUNT:</b> |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> BID BOND                          | _____          |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> PERFORMANCE BOND                  | _____          |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LABOR, MATERIAL, PERFORMANCE BOND | _____          |

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A. M. Best's rating as specified in this document and depending on the amount of the bond, shall have a minimum A. M. Best's financial size category ranking as follows:

| BOND AMOUNT UP TO | FINANCIAL CLASS | BOND AMOUNT UP TO | FINANCIAL CLASS |
|-------------------|-----------------|-------------------|-----------------|
| \$ 1,000,000      | V               | \$ 25,000,000     | IX              |
| \$ 2,500,000      | VI              | \$ 50,000,000     | X               |
| \$ 5,000,000      | VII             | \$ 75,000,000     | XI              |
| \$ 10,000,000     | VIII            | \$ 100,000,000    | XII             |

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.**

## GENERAL CONDITIONS

1. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted. An original and one copy of the bid must be submitted unless otherwise noted.
2. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and F.E.I.D. number shall appear in the space(s) provided.
3. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1)9B) 1.a, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.
4. **BID TABULATIONS:** Bid tabulations are posted on Demand Star web page and available for download at: [www.demandstar.com](http://www.demandstar.com).
5. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or faxed to the attention of the Purchasing Agent, at (321) 617-7391 or (321) 637-5302. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective Bidders at the respective addresses furnished for such purposes. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.
7. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
8. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
9. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
10. **TAXES:** The County of Brevard is exempt from Federal Excise Taxes and all sales taxes.
11. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for bid evaluation purposes.
12. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
13. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be

based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
15. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the moneys which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
16. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.
17. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
18. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
19. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County of Brevard.
20. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
21. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this bid.
22. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
23. **Unless otherwise noted in the bid document, vendors shall submit one bid only.**
24. **DEFINITIONS:**

**COUNTY** - The term COUNTY herein refers to the County of Brevard, Florida, and its duly authorized representatives.

**BIDDER** - The term BIDDER used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

**VENDOR** - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

**USING AGENCY** - The term USING AGENCY used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

**HEAVY DUTY** - The item(s) to which the term HEAVY DUTY is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

**QUALIFIED BIDDER OR BIDDER** - The best bidder or Bidder who has the capability in all respects to fully perform the bid or ITB requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or Bidder or its subcontractors' past performance for the Board, and any other information required by Board policies.

**RESPONSIVE BIDDER OR BIDDER** - A bidder or Bidder who has submitted a bid or proposal which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.

**DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinance. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Bidders must disclose the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Interlocal Agreement for joint purchasing exists between Brevard County and the other public agency. Each political entity will be responsible for execution of its own requirements with the awarded vendor.
27. **DRUG FREE WORKPLACE:** Whenever two or more bids/ proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a bid/proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request of Bid; and written correspondence in regard to Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$25,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not award or perform work as a contractor, supplier, and may not transact business with any public entity.
31. **LICENSE/CERTIFICATIONS AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing and Regulations Section is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County Licensing Regulation and Enforcement Office at (321) 633-2058, option 0, for any questions. The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County

shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.
33. **CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
34. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from vendors which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.
38. **FAX:** Bids which are received by FAX are not acceptable and will be rejected
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.
40. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/ bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

- 46. MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
- 47. GREEN PROCUREMENT POLICY:** The Board of County Commissioner's approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
- 48. MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.
- 49. PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to Billing Instructions and Conditions on the face of the Brevard County Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.
- 50. RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
- 51. UNAUTHORIZED ALIEN WORKS:** Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.
- 52. FLORIDA PUBLIC RECORDS LAW:**
- Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information which it deems is exempt under Florida/federal law and identify the statute by number which exempts that information.
- Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.
- All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any BID does not affect this right.

**53. LOCAL PREFERENCE:**

The Board of County Commissioners of Brevard County, Florida adopted Resolution No. 2010-122 on July 13, 2010 to extend Resolution No. 2009-146 for a local business preference policy. Businesses located within Brevard County and the State of Florida will be given preference through the procedures established by the resolution. The entire resolution may be viewed at [www.brevardcounty.us](http://www.brevardcounty.us) (Purchasing/Bids) or [www.brevardcounty.us/purchasing](http://www.brevardcounty.us/purchasing).

It is understood that the submission of a Local Vendor Affidavit of Eligibility to Brevard County Purchasing Services with the bid/BID is for the Brevard County Board of County Commissioners only, and the Affidavit is valid only for the bid/ITB specified. The bidder/Bidder also understands that failure to maintain the requirements of the vendor category stated on the Local Vendor Affidavit of Eligibility through completion of the awarded bid or contract may be grounds for immediate termination and may be used for consideration in future awards.

**54. PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN FLORIDA:**

In accordance with Florida Statute 287.082, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

**55. COUNTY SEAL:**

Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.

**56. TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
- b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
- c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;
- d. In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

**57. VENDOR COMPLAINTS AND DISPUTES:**

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

**I. Posting of Award Notices**

A. FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

B. FORMAL SEALED BIDS: No later than three (3) business days after the selection committee recommendations are finalized the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

**II. Proceedings**

A. Any bidder, quoter or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

B. The formal written protest shall reference the bid/quote/BID number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.

C. Within seven (7) calendar days of receipt of the formal written protest the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of

the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

- D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

**III. Stay of Procurements During Protests**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, Prompt Payment of Invoices.

**BIDDER CHECKLIST**

***DECEASED REMOVAL & TRANSPORTATION SERVICES***

***B-5-11-98***

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bids will not be considered.

|   | <b><u>Required</u></b>              | <b><u>Not Required</u></b> |
|---|-------------------------------------|----------------------------|
| <input type="checkbox"/> One (1) original, one(1) copy , and (1) CD copy of completed bid   | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |
| <input type="checkbox"/> Required Bid Format  | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |
| <ul style="list-style-type: none"><li>• <b><u>Letter of Introduction</u></b></li><li>• <b><u>Table of Contents:</u></b> Organized in the order cited in the format contained herein.</li><li>• <b><u>Organizational Profile:</u></b> A brief statement of the history and background to include: years in service; qualifications of key primary personnel of the organization; employee title and job description; Years of experience in funeral removal; Years of experience with company. Valid Florida Removal Service license necessary to conduct business.</li><li>• <b><u>Price Sheet Response Form:</u></b> This schedule is to provide pricing for varied items.</li><li>• <b><u>Experience &amp; References:</u></b> Detailing past/current performance of removal service for a minimum of five (5) years experience from verifiable source(s) – Reference Form, Exhibit C.</li><li>• <b><u>Equipment List:</u></b> summary of vehicles and equipment that are available to perform the services described in the ITB.</li><li>• <b><u>Required Forms:</u></b> Signed and Notarized Bidder Acknowledgement; Insurance Indemnification Form; Reference Form; Local Vendor Affidavit of Eligibility; Drug Free Workplace Form.</li></ul> |                                     |                            |
| <input type="checkbox"/> Copy of State of Florida Removal Service Certificate   | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |
| <input type="checkbox"/> Copy of Business Tax Receipt   | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |
| <input type="checkbox"/> Copy of Vehicle Registration (Owner or Company Name)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |

**INVITATION TO BID**  
**DECEASED REMOVAL AND TRANSPORT SERVICES**  
**B-5-11-98**  
**GENERAL CONDITIONS**

1. **Introduction/Purpose**

The purpose of this solicitation is to select a qualified service provider for removal and transportation of deceased individuals. The main objective of this bid is to ensure that Medical Examiner's Office receive a quality service that meets their business needs at a reasonable cost.

2. **Contract Period**

Effective date of contract will be October 11, 2011 for a one year period with the option to extend the agreement for five(5) one-year period(s) with are subject to negotiations should it be acceptable and agreeable to all parties.

**Pre-Bid Meeting Date and Time:**

3. A pre-bid meeting will be held August 11, 2011 @ 10:30am in the Atlantic Room located at 2725 Judge Fran Jamieson Way, Bldg. C., 3<sup>rd</sup> Floor, and Viera, FL. 32940. The purpose of this meeting is to clarify specifics and answer questions pertaining to the ITB. Interested vendors are encouraged to attend.

**Mandatory**       **Non-Mandatory**

**Information or Clarification**

4. For information concerning procedures for responding to this bid, contact April Chapman, Purchasing Services at 321-617-7390, or fax 321-617-7391, 321-637-5302; email [april.chapman@brevardcounty.us](mailto:april.chapman@brevardcounty.us). Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the bid, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any Bidder orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or faxed to the attention of April Chapman at 321-617-7391 or 321-637-5302. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids. All such interpretations and supplemental instructions will be in the form of written Addenda to the bid. Only the interpretation or correction so given by the Purchasing Services Representative in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

If an addendum is sent to potential Bidders, it will be mailed, faxed or emailed according to the information Purchasing Services has on file for the Bidders. To make sure you receive any addenda to the bid request, please make sure Purchasing Services has the full name of your organization, complete address, name of individual that addenda should be directed to, and that individual's telephone and fax number, and email. The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

**Time Stamp**

5. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

**Note\*** Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3<sup>rd</sup>) floor at the above address. **Vendors are advised that U.S. Postal Service 1<sup>st</sup> Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the vendor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.**

6. **Right to Submitting Material.** All responses, inquiries or correspondence relating to or in reference to this ITB, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of Brevard County.

**Bid Submittal**

7. Provide one (1) original bid and one (1) duplicate bids (1-paper copy and/or 1-CD) must be returned no later than **August 24, 2011** at **4:00** p.m. local time. Paper copy must be provided, but should be accompanied by an equivalent electronic PDF. All bids shall be sealed and delivered or mailed to (faxes will not be accepted). Sealed bids must be clearly marked as follows:

**"ITB # B-5-11-98, Deceased Removal and Transport Services"** and returned to:  
Purchasing Services  
Brevard County Government Center  
2725 Judge Fran Jamieson Way, 3<sup>rd</sup> Floor, Suite C303  
Viera, FL 32940

All bids received on or before the due date and time will be opened at 4:00 p.m. local time August 24, 2011, at which time, the names of the firms submitting bids will be read. No details or the bids or the contents shall be disclosed until notice of intent to award or ten (30) days after opening of the bids, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.

**Joint Venture**

8. Bidder of joint venture or of multiple business association shall not be accepted and shall be automatically rejected. It is understood that the Bidder is NOT owned, operated, or affiliated with a funeral business or an attorney within Brevard County, and is in all respects fair and without collusion or fraud. There shall be no subcontracting of any services in this contract. Under no circumstances shall this work be performed without prior approval of the County.
  
9. **Contract Negotiation.** The County at its sole discretion, reserves the right to enter into contract negotiations with the responsive and responsible Bidder. If the County and said Bidder cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next responsive and responsible Bidder. This process will continue until a Contract acceptable to the County has been executed or all bids are rejected. No Bidder shall have any rights against the County arising from such negotiations or termination thereof.

**DECEASED REMOVAL AND TRANSPORT SERVICES**

**B-5-11-98**

**QUALIFICATION DOCUMENTS**

The Bidder will be required to submit the following documents which will demonstrate that the present organization and prior work experience is of adequate size to maintain responsible control of the project and to schedule, coordinate, and perform the work in accordance with the bid documents. These documents will provide evidence of adequate experience, quality workmanship, adherence to schedule, financial soundness, safety performance, and any pertinent data obtained from reference checks that is determined Brevard County, and identified below, to be a measure of the Bidder's qualifications. This information will be relied upon and investigated by Brevard County in determining whether the Bidder is the best responsive and most qualified bidder and qualified to perform the Scope of Service.

**QUALIFICATIONS**

**1. Background & Qualifications:**

- A brief statement of the background, years in service, and qualifications of key primary personnel of the organization
- Copy of Florida Removal Service Certificate
- Key primary personnel: Title; Job description; Years of experience in deceased transport; Years of experience with company:
- List of Employees anticipated to provide service under this contract. *Please Note: Prior to execution of contract, awarded vendor must supply copy of valid Florida driver's license for all contractual employees and background check (Level II) and for past 7 years.*

**2. Experience & References:**

Must provide verifiable commercial, industrial, or governmental reference where body removal transport services have been provided within the last five years for other public and private entities as requested in the ITB. Past performance on contracts will be evaluated.

**3. Equipment List: Extent of applicable resources available to provide service**

- A list of vehicles (year, make, & model) and equipment that will be available to service Brevard County for this bid. These vehicles are non-emergency vehicles to be unmarked such as: hearse or van type vehicle.
- All vehicles MUST be owned and/or leased in the company or owner's name only and registered in the state of Florida. These vehicles are subject to approval by the Medical Examiner Investigator prior to the awarding of and during the term of the contract.
- A list of equipment in the vehicles that will be used for this bid to include: 1-Ferno 24-H model(or equal) multi-level mortuary cot with workable restraints; one(1) auxiliary portable cot/stretchers with workable restraints; disposal gloves. *Please note: Brevard County Medical Examiners Office shall select and supply body bags/pouches to the awarded vendor.*

**DECEASED REMOVAL AND TRANSPORT SERVICES**

**B-5-11-98**

**SCOPE OF SERVICES**

**I. SCOPE OF SERVICE**

Services to provide removal and transportation of deceased individuals(estimated to be 750 annually) to the District 18 Medical Examiner's Office located at 1750 Cedar Street, Rockledge, FL 32955. This bid is for a one-year period, with an option for five (5) additional one-year extension(s). Optional extension of bid terms are subject to negotiations should it be acceptable and agreeable to all parties

**1.1 Authorization for removals:**

All body removals must be authorized by the Medical Examiner Investigator on-call.

1.1.1 All body removals must be accompanied by a completed Medical Examiner investigation form (M.E. form) from the law enforcement agency handling the death investigation unless otherwise instructed by the Brevard County Medical Examiner Investigator authorizing removal.

1.1.2 Articles: Other articles that may accompany a body are medical/hospital records, x-rays, medications, and/or laboratory specimen unless otherwise directed the Medical Examiner Investigator.

NOTE: Valuables – i.e: articles of jewelry, luggage, clothing, (unless clothing is worn by the deceased), cosmetics, currency, purses, wallets, etc. will NOT be transported unless specifically directed by the Medical Examiner Investigator. When awarded vendor's personnel are directed, they will remove all jewelry and empty pockets. Items will be given immediately to the law enforcement officer.

**2.1 Response:**

The awarded vendor agrees to maintain manned operable telephone service at all times, 24hrs a day, 7 days a week. *If at any time the vendor suffers an unforeseeable or unavoidable breakdown in its telephone/communication service, vendor shall IMMEDIATELY notify the Medical Examiner Investigator so that temporary, alternative methods of communications can be arranged.* The response time shall not exceed one (1) hour in response time for all Brevard County removals. The vendor shall upon securing the body in its vehicle, proceed immediately to the Medical Examiner's facility in Rockledge, FL unless otherwise directed by the Medical Examiner Investigator

2.1.1 Response Location: Response location will include but will not be limited to:

- Crime scene areas
- Accident scene areas
- Personal Dwelling/Residence
- Hospital
- Nursing Home

2.1.2 Scene Notification: Immediately upon arrival at the scene of a body removal, the vendor's personnel will identify themselves to the Medical Examiner Investigator at the scene. If the Medical Examiner Investigator cannot be located at the scene, the vendor's personnel shall identify themselves to the law enforcement officer who is in charge of the scene and shall await the arrival of a Medical Examiner Investigator. If however, the vendor personnel are given instruction from law enforcement personnel that conflicts with instructions received from the Medical Examiner Investigator, the vendor's personnel shall IMMEDIATELY apprise the Medical Examiner Investigator of the conflict and request direction.

2.1.3 Personnel: A minimum of two(2) employees shall be assigned to respond to a call. Personnel will present a neat, clean, and professional appearance at all times and shall carry photo identifications provided by the vendor, specifically identifying them as an employee. Vendor's identification shall NOT associate personnel as an employee of Brevard County Medical Examiners Office.

- a. Personnel shall not enter on or into a death scene location until they are approved to do so by the Medical Examiner Investigator or in absences of such investigator, by law enforcement personnel.
- b. The vendor's personnel shall exercise extreme caution in avoiding disturbance of a death scene any more than is absolutely necessary to remove the body. Upon the vendor's securing the body upon the stretcher, the vendor shall remain on the scene only as long as thereafter needed to complete the duties under the agreement and then proceed directly the Medical Examiner Office in Rockledge to deliver the body unless otherwise directed by the Medical Examiner Investigator.

- c. A concerted effort shall be taken by the vendor's personnel to work in conjunction with any law enforcement agency and the Medical Examiner Office to take all appropriate forensic precautions and maintain an appropriate chain of custody for all evidence collection from or about the site of body removal.
- d. The vendor understands and agrees that the nature of the service it provides is of a delicate nature. Contact with grieving relatives or friends of the deceased is likely; that because of the aforementioned circumstances, the duties, obligations, or procedures constitutes a material breach and allows the County to terminate the agreement immediately upon written notice.
- e. Personnel who provide transportation services must maintain a Florida driver's license in good standing at all times.

3.1 **Transportation of Body:**

There shall be no interruption of transport of a body with any kind of personal errands including but not limited to: stopping to eat and/or pickup food; going to any type of store, residence(s), or any other "detours" during a transport call. No stops are to be made when the awarded vendor is in possession of a body other than red lights, stop signs, and/or traffic accidents or emergencies.

3.1.1. Transport vehicles are nonemergency vehicles. Use of auxiliary flashing or rotating light(s) is prohibited traveling to and from removal calls.

3.1.2. Additional body removal: On rare occurrence may necessitate removal of an additional body from the same location site. Bidder shall indicate the charge for additional body on the price sheet.

3.1.3. Out-of-County Removal/Transport: In the event vendor is called upon to remove and/or transport body out of Brevard County limits, vendor shall be paid the documented rate in addition to mileage at a rate of \$.445/mile not to exceed 200 miles.

3.1.4. Wait Time: In the event that deceased body is not ready for transport within two(2) hours of arrival, at no fault of the vendor, a wait and/or standby time shall be assessed at an hourly rate.

4.1 **Documentation:**

Awarded vendor is responsible for maintaining accurate records that document event listing until arrival and release at the Brevard County Medical Examiners Office.

4.1.1. A transport form will be furnished by the Medical Examiners Office to be completed by the vendor listing: time dispatched; time of arrival on scene; time departed scene; arrival time at the Medical Examiners Office. The form will further list the deceased: name, age, race; address/location of removal; name of law enforcement agency; name of the investigating officer. If use of a body pouch is authorized by the Medical Examiner Investigator, this must be noted by marking "pouch" box.

5.1 **Transference:**

Upon delivery of the body to the Medical Examiners facility, the vendor personnel shall enter the deceased's name and all other pertinent information required onto the morgue log assigning the next M.E. case number as shall appear on the log.

5.1.1. Upon arrival at the Medical Examiners facility, body(s) will be placed onto a gurney with the feet at the drain end.

5.1.2. Personnel will attach ankle/toe tag to the left ankle

5.1.3. Body will be covered with a shroud sheet and placed in the cooler. Spills or leakage of body fluids will be cleaned up by the vendor's personnel. Soiled/contaminated gloves etc. will be placed in biohazard containers for disposal.

5.1.4. Vendor's personnel will secure all doors to the garage/dock area when leaving the building and turn out all lights.

a. Personnel are NOT to answer phones in the loading dock area.

b. If identity of the decedent is "unknown", personnel will enter in into the morgue log as "UNKNOWN" white male or female, number 1, 2, etc.

c. **WITHOUT EXCEPTION**, all bodies will be placed onto the gurney face up.

**DECEASED REMOVAL AND TRANSPORT SERVICES**

**B-5-11-98**

**PRICE SHEET RESPONSE FORM – Exhibit A**

Bid price to provide all labor, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the ITB documents:

| Item Description                        | Quantity | Unit Price | Extended Price |
|---|----------|------------|----------------|
| Single body pickup/removal              | 750      | \$         | \$             |
| <i>Written "unit price" in words</i>    |          |            |                |
| Additional body – Same trip/location    | 1        | \$         | \$             |
| Out-of –County removal/transport        | 1        | \$         | \$             |
| Wait time(per hour): after initial 2hrs | 5        | \$         | \$             |
| <b>ANNUAL TOTAL</b>                     |          |            | \$             |

**PROMPT PAYMENT DISCOUNT**

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

\* If Prompt Payment Discount is offered please state discount and terms: \_\_\_\_\_

Does vendor accept Automated Clearing House(ACH) payments?  YES or  NO

**ADDENDUM ACKNOWLEDGMENT:**

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ / Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ / Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, and pricing for Bid #B-5-11-98/Deceased Removal and Transport Services.

VENDOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

EMAIL: \_\_\_\_\_

## **DECEASED REMOVAL AND TRANSPORT SERVICES**

**B-5-11-98**

### **BID FORMAT**

Interested bidders who would like to be considered for this service should submit a bid accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The firm's bid shall include:

**Tab 1. Letter of Introduction and Executive Summary:** Containing a summary of Bidder's ability to perform the services described in the ITB and confirms that Bidder is willing to perform these services and enter into a contract with the County. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the bid. This letter must be signed by an officer authorized to contractually obligate the submitting firm.

#### **Tab 2. Table of Contents**

The table of contents should outline in sequential order the major areas of the bid.

#### **Tab 3. Organization Profile**

- a. A brief statement of the background, years in service, and qualifications of key primary personnel of the organization. Key primary personnel statement shall include: Title; Job description; Years of experience in specialty area; Years of experience with company. Professional qualifications necessary licenses, permits, etc. necessary to conduct removal business in accordance with Florida Statute 497.386 and local laws including copies of: State of Florida Removal Service Certificate and attach copies of all such licenses issued to the business entity.
- b. List of Employees anticipated to provide service under this contract. Person(s) with the following prior offenses shall NOT be permitted: Burglary, Larceny, Theft, DUI, Identity Theft, Shoplifting, and Drug Use. Prior to execution of contract, copies of valid State of Florida driver's license and background check (Level II-for past 7 years) for personnel providing transportation services must be submitted to Medical Examiners office for approval.

Brevard County reserves the right to request any person(s) deemed unacceptable to be removed **IMMEDIATELY** from contract service. All new hires must have background check submitted for approval by Medical Examiner prior to start. If at any time the Medical Examiner or County Attorney personnel determines that the content of a background investigation is inappropriate or otherwise not suitable, or that the individual is of questionable character and integrity for the sensitive and confidential nature for recovery and transportation. If the vendor does not immediately remove the person in question from all contractual duties, Brevard County reserves the right to terminate all contractual services of this agreement.

#### **Tab 4. Bid Pricing**

Bidder shall complete and submit with their bid, PRICE SHEET RESPONSE FORM (Exhibit A). This section shall include the following:

- a. Charge for removal and transport of a body from anywhere in Brevard County to the Medical Examiners Office
- b. Additional body removal and transport from the same scene/location
- c. Charge for Out-of-County removal and transport of a body not to exceed 200 mile radius. An additional charge of \$.445/mile shall also be applied to initial charge
- d. Wait time(per hour) charge to be charge if body is not ready/released for transport after two(2) hours of initial arrival

#### **Tab 5. Experience & References**

Bidder shall submit a detailed summary outlining deceased removal and transport that has been provided for other public and private entities as requested in the ITB. The Bidder must complete and include Reference Form(Exhibit C) list a minimum of five (5) years experience with verifiable clients. The County reserves the right to check other references from clients beyond those submitted. Confidential clients shall not be included. Information on each client shall include the following:

- a. Clients listed must be for deceased removal and transport work.
- b. Emphasis should be placed on deceased removal and transport work completed within the last 5 years.
- c. Client Name and Address, Contact and Phone Number, Fax, Email
- d. Location of service(s) ; Brief Description; Length of service term

**\*\*\*Note:** A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who will be unable to answer specific questions regarding the requirements.

**Tab 6. Equipment List**

Containing a summary of Bidder's equipment that are available to perform the services described in the ITB in order to enter into a contract with the County.

- a. A list of vehicles that will be available to service Brevard County for this bid (year, make, & model). These vehicles are non-emergency vehicles to be unmarked such as: hearse or van type vehicle. These vehicles are subject to approval by the Medical Examiner Investigator prior to the awarding of and during the term of the contract.
- b. All vehicles MUST be owned and/or leased in the company or owner's name only and registered in the state of Florida. Attach copies of all such licenses issued to the business entity
- c. A list of equipment in the vehicles that will be used for this bid to include: 1-Ferno 24-H model(or equal) multi-level mortuary cot with workable restraints; one(1) auxiliary portable cot/stretchers with workable restraints; disposal gloves.

*\*\*\*Note: Brevard County Medical Examiners Office shall select and supply body bags/pouches to the awarded vendor.*

**Tab 7. Required Bid Forms:**

- Signed/Notarized Invitation To Bid
- Completed and Signed Insurance Indemnification Form
- Signed and Notarized Local Vendor Affidavit of Eligibility(if applicable)
- Drug-Free Workplace Form(if applicable) -- Exhibit B

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
***B-5-11-98/Deceased Removal & Transport Services***

**INDEMNIFICATION**

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to building construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

---

**ACCEPTED BY:**

Vendor Name \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax # \_\_\_\_\_



**LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
Purchasing Services Office

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of Company/Individual submitting sworn statement]

whose business address is \_\_\_\_\_

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. ITB # and TITLE: \_\_\_\_\_

3. LOCAL PREFERENCE ELIGIBILITY

***DO NOT check multiple categories; bidders shall select the applicable category for their company.***

A. "Category 1" – Vendor has maintained a **permanent place of business located in Brevard County for a minimum of one (1) year immediately preceding the advertisement of the bid or request for BIDs and fifty percent (50%) of the staff to perform the work** under the bid or BID are Brevard County residents \_\_\_\_YES  
***To receive Category 1 Eligibility, the apparent low bidder shall have five (5) business days to submit Drivers License copies of ALL 50% of assigned staff to perform work, including subcontractors AND a copy of Business Tax Receipt(s) documenting bidder's permanent place of business.***

B. "Category 2" – Vendor has established and maintains a permanent place of business located in the State of Florida **and fifty percent (50%) of the staff to perform the work** under the bid or BID are Brevard County residents \_\_\_\_YES  
***To receive Category 2 Eligibility, the apparent low bidder shall have five (5) business days to submit Drivers License copies of ALL 50% of assigned staff to perform work, including subcontractors.***

C. "Category 3" – Vendor has established and agrees to maintain a permanent place of business located in the State of Florida \_\_\_\_YES

D. "Category 4" – Does not qualify for A, B, or C

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID ONLY FOR THE BID/ITB SPECIFIED. I ALSO UNDERSTAND THAT FAILURE TO MAINTAIN THE REQUIREMENTS OF THE CATEGORY INDICATED THROUGH COMPLETION OF THE AWARDED BID OR CONTRACT MAY BE GROUNDS FOR IMMEDIATE TERMINATION AND MAY BE USED FOR CONSIDERATION FOR FUTURE AWARDS.**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority \_\_\_\_\_  
[Name of Individual Signing]  
who, after first being sworn by me, affixed his signature in the space provided above on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

\_\_\_\_\_  
**NOTARY PUBLIC**

**My commission expires:** \_\_\_\_\_

(Affix Seal)



**REFERENCE FORM – Exhibit C**  
**DECEASED REMOVAL & TRANSPORTATION SERVICES**  
**B-5-11-98**

**REFERENCES – PROJECTS**

Bidders shall list a minimum of five (5) years of services specified in the solicitation. List customers in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements.

1. Customer/Client \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_
  
2. Customer/Client \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_
  
3. Customer/Client \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_
  
4. Customer/Client \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_
  
5. Customer/Client \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_

-----  
VENDOR NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PRINTED SIGNATURE \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX# \_\_\_\_\_ DATE \_\_\_\_\_

*DRAFT CONTRACT – Exhibit D*

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and \_\_\_\_\_, a business having its primary business location at \_\_\_\_\_, (hereinafter the "Provider").

WITNESSETH:

**WHEREAS**, the County is desirous of obtaining the services of a qualified person(s) to provide removal and transportation of deceased bodies to the District 18 Medical Examiner Facility at 1750 Cedar Street, Rockledge, Florida., and **WHEREAS**, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

**NOW THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE WORK:** The Provider will remove bodies of deceased persons from accident, crime, or other locations when requested to do so by or through the 18<sup>th</sup> District Medical Examiners Office, and transport such bodies to the Medical Examiners Office (currently located at 1750 Cedar Street, Rockledge, Florida 32955).
2. **TERM:** The term of the Agreement shall begin \_\_\_\_\_ and continue through \_\_\_\_\_. The County shall have the option to negotiate renewal of this agreement for up to five(5) one-year period(s) annually. Written renewal shall be provided to the Provider within sixty (60) days prior to expiration date.
3. **PAYMENTS:** County shall pay the Provider for services provided under this Agreement as provided in Price Sheet Response Form – Exhibit A at the unit price of \$ \_\_\_\_\_ for a single body removal and transportation. For removal from other counties, the Provider will be paid at the unit price of \$ \_\_\_\_\_, plus \$.445 per mile for mileage outside Brevard County boundaries. There are estimated to be 750 removals annually. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq. The County reserves the right to deduct from any Provider invoice an amount for defective or nonconforming work, or for work not provided but invoiced.
4. **INDEPENDENT CONTRACTOR:** The Provider shall perform the conditions of this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall in any way be interpreted nor construed to constitute the Provider as the agent, employee, or representative of the County in the performance of duties outlined in this agreement.  
  
It is also understood and agreed that the Provider is not owned, operated, or affiliated with a funeral business or an attorney, and that no collusion whatsoever shall exist between the Provider and a funeral business or attorney whereby Medical Examiner cases or information derived there-from shall benefit such institutions.
5. **ASSIGNMENT:** The Provider shall neither assign the responsibility of this agreement to another party nor sub-contract for any of the work contemplated under the agreement without prior approval of the Chief Medical Examiner Investigator or his designee.
6. **MODIFICATIONS TO CONTRACT:** This contract, together with any exhibits, task assignments and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.
7. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under

this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

8. **INSURANCE:** The Provider shall provide within five (5) business days from the date of execution of this agreement with a Certificate(s) of Insurance on all the policies of insurance and renewal thereof in a form(s) acceptable to the County. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:
  - a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
  - b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
  - c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
  - d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

Failure to obtain and maintain such insurance as set above will be a material breach of this agreement.

9. **CERTIFICATION:** The Provider shall provide proof and maintain a current registration certification, pursuant to Florida Statute 470.031 (Removal Services) prior to execution of this agreement. The Provider will also furnish a copy of the annual inspection fee report to the Medical Examiner Investigator annually within ten (10) days of receipt. The Provider shall also notify the Medical Examiner Investigator of any action or complaint to initiate a suspension or revocation of this registration or suspension or revocation of such registration will entitle the County to immediately terminate this agreement. The County's sole liability for termination under this paragraph shall be to compensate the Provider for services provided prior to the date and time of termination.
10. **MINIMUM EQUIPMENT REQUIRED:** The Provider agrees to provide and maintain in good and serviceable conditions:
  - a. **Vehicles:** A minimum of two (2) vehicles, manned by at least two(2) persons for each vehicle shall be maintained. Vehicles must be a hearse or van type vehicles registered in the state of Florida to the owner and/or Company. These vehicles are subject to approval by the Medical Examiner Investigator prior to the awarding of and during the term of the contract. The Provider's vehicles are non-emergency vehicles and the use of auxiliary flashing or rotating light(s) is prohibited traveling to and from removal calls. Provider's vehicles must each be equipped with at least one(1) Ferno 24-H multi-level mortuary cot with workable restraints, and one(1) auxiliary portable cot/stretcher with workable restraints. The Provider shall equip and maintain these cots in good repair at all times. Provider shall provide a current listing of equipment to be utilized under this contract thirty (30) days prior to renewal of this contract.
  - b. **Supplies:** The County shall select and supply body bags/disaster pouches to the Provider. The body bags/pouches shall be used only upon the direction of the Medical Examiner Investigator.
  - c. **Communication:** The Provider agrees to maintain manned operable telephone service at all times 24hours a day, 7 days a week. The Provider shall equip each vehicle with an operational mobile/cellular phone and/or dispatch center must have immediate, direct voice contact capabilities with persons in the vehicles responding to the scene. All contact phone numbers shall be furnished to the Medical Examiner Investigator. If at any time the Provider suffers an unforeseeable or unavoidable breakdown in its telephone/communication service, they will immediately notify the Medical Examiner Investigator so that temporary/alternative methods of communications can be arranged.
11. **MINIMUM PERSONNEL, REQUIREMENTS, AND TIME CONSTRAINTS:**
  - a. **Personnel:** The Provider agrees that each vehicle responding to a Medical Examiner's call shall be manned by two(2) persons who possess an adequate knowledge of Brevard County geography so as to enable expeditious response to removal calls. Provider's personnel will present a neat, clean, and professional appearance at all

times and shall carry photo identifications provided by the Provider, specifically identifying them as an employee of the Provider. The identification shall not identify Provider employees as an associate of Brevard County and/or Brevard Medical Examiners Office. Personnel who provide transportation services must maintain a Florida driver's license in good standing at all times.

- b. **Availability:** The Provider shall be available 24 hours a day, 7 days a week, to provide removal services. The provider shall maintain sufficient staff in order that Provider shall not exceed one (1) hour in response time for all in county removals. The provider shall, upon securing the body in the vehicle, proceed immediately to the Medical Examiners facility in Rockledge Florida (Brevard County), unless otherwise directed by the Medical Examiner Investigator.
- c. **Disclosure:** With regards to any body removal in Brevard County, neither the Provider, nor any of its employees, agents, or other persons in any way connected with the Provider, shall in any manner, way, or mean, convey to any other person any information which would lead to disclosing the name(s) or address(es) of the decedent (body) or his/her next-of-kin or relatives, or any other information concerning circumstances of death. In the event of such release of information, the contract may be terminated at the County's discretion.
- d. **General Manager:** The Provider shall designate an individual to act as a full time general manager who shall be responsible for the Provider's timely performance and fulfillment under this contract. The name of this designated individual and telephone numbers at which this individual may be contacted on a twenty-four(24) hour basis shall be provided to the Medical Examiner Investigator. The County and the Provider's general manager shall meet as deemed necessary by both party to ensure complaints are being addressed and solutions determined. The County may required the Provider to submit written responses or documentation in response to complaints or problems related to the Provider's duties and obligations herein, which may come to the attention of the County. Brevard County may provide written notice to the Provider of the need for written responses, by certified mail and/or return receipt requested. All such written responses are due to the Medical Examiner Investigator within seven (7) business days of the Provider being notified to the complaint or problem.

Seven (7) business days prior to the date of execution of this agreement by the Provider, The Provider will provide the Medical Examiner Investigator the names of the Provider's employees who will serve any role in providing the services under this agreement: call, message taking, transporting, taking or responding to complaints, etc. Copies of employees Florida driver's license and level II background check. The Provider shall also indicate each employee's job title and his/her responsibilities. At any time a Provider's employee who has provided services in Brevard County either leaves the Provider's company or will no longer provide any service in Brevard County and anytime a new employee is hired, transferred, or reassigned to any role in providing services under this agreement.

12. **ADVERTISEMENT:** There shall be no advertisements affixed or displayed to either the interior or exterior of any vehicles utilized under this contract with the exception of the Provider's name. No advertising matter of any kind is to be dispensed by Provider's drivers and/or attendants.

13. **PROCEDURES FOR ON SCENE BODY REMOVALS:**

- a. Medical Examiner Investigator shall call case information into the Provider's main office number. Upon receipt of case information by the Provider, the Provider shall immediately dispatch a crew for the purpose of making a removal and transporting the body to the Medical Examiners Office or other site as may be designated by the Medical Examiner Investigator authorizing the transportation of the body. In exceptional circumstances, or as agreed between the Provider and the Medical Examiner Investigator, the Medical Examiner Investigator may dispatch and give direction to the Provider's personnel.
- b. Immediately upon the Provider's arrival at the scene of a body removal, the Provider's personnel will identify themselves to the Medical Examiner Investigator at the scene. If the Medical Examiner Investigator cannot be located at the scene, the Provider's personnel shall identify themselves to the law enforcement officer who is in charge of the scene and shall await the arrival of a Medical Examiner Investigator. If however, the Provider personnel are given instruction from law enforcement personnel which conflicts with instructions received from the Medical Examiner Investigator, the Provider's personnel shall immediately apprise the Medical Examiner Investigator of the conflict and request direction.
- c. The Provider's personnel shall not enter on or into a death scene location until they are approved to do so by the Medical Examiner Investigator or in the absence of such investigator, by law enforcement personnel.
- d. The Provider's personnel shall exercise extreme caution in avoiding disturbance of a death scene any more than is absolutely necessary to remove the body. Upon the Provider's securing of the body upon the stretcher, the Provider shall remain on the scene only as long as thereafter needed to complete the duties under the agreement and then proceed directly to the Medical Examiners Office in Rockledge, to deliver the body unless otherwise directed by the Medical Examiner Investigator.

- e. A concerted effort shall be taken by the Provider to work in conjunction with any law enforcement agency and the Medical Examiners Office to take all appropriate forensic precautions and maintain an appropriate chain of custody for any evidence collected from or about the site of body removal.
  - f. In all other respects, the Provider shall follow the procedure set out in ITB attached and hereby incorporated by reference.
14. The Provider understands and agrees that a waiver by the County of any violation by the Provider of the terms and conditions of this contract or failure by the Provider to perform any duty or obligation under this agreement shall not constitute a waiver by the County of any similar or different violation or failure, or the County's remedies for such violation or failure.
15. The Provider understand and agrees that the nature of the service it provides is of a delicate nature; that contact with grieving relatives or friends of the deceased is likely; that because of the aforementioned circumstances, the duties, obligations, or procedures set out are all important any violation of, or failure by the Provider to perform any such duties, obligations, or procedures constitutes a material breach and allows the County to terminate the agreement immediately upon written notice.
16. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.
17. **GOVERNING LAW:** This agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
18. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.
19. **VENUE:** Venue for any legal action by any party to this agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.
20. **TERMINATION:** If either party fails or refuses to perform any of the provisions of this contract or otherwise fails to timely satisfy the contract provisions, either may notify the other party in writing of the nonperformance and terminate the contract or such part of the contract as to which there has been delay or a failure to properly perform. Such termination is effective upon the other party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for work completed prior to the effective date of termination.
21. **RIGHT TO AUDIT RECORDS:** The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing.
22. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.
23. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.
24. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.
25. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with

any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

26. **NOTICE:** Notice under this agreement shall be given by certified mail or hand delivery as follows:

\_\_\_\_\_ and Notice shall be given to the Contractor by certified mail or hand delivery as follows: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Mitch Needleman, Clerk

By: \_\_\_\_\_  
Robin Fisher, Chairman

Date: \_\_\_\_\_

As approved by Board on: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Name of Company, Corp., etc.

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Area Code/Telephone Number

SEAL

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Type

**STATEMENT OF NO BID**  
**DECEASED REMOVAL & TRANSPORTATION SERVICES**  
**B-5-11-98**

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services  
2725 Judge Fran Jamieson Way, Bldg C Suite 303  
Viera, FL 32940

WE the undersigned, have declined to propose on your Bid No. B-5-11-98/Deceased Removal & Transport for the following reasons:

\_\_\_\_\_ Specifications too "tight", i.e. geared toward one Company only (explain below).

\_\_\_\_\_ Insufficient time to respond to the Invitation to Bid.

\_\_\_\_\_ We do not offer this product or equivalent.

\_\_\_\_\_ Our product schedule would not permit us to perform.

\_\_\_\_\_ Specifications unclear (explain below).

\_\_\_\_\_ Remove our company from bid list.

\_\_\_\_\_ Other (specify below).

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the vendor list for the Brevard County Purchasing Service Office.

PLEASE PRINT

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

COMPANY OFFICER \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_