

RESOLUTION NO. 2021 - 207

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO NEGOTIATIONS WITH KOTRADY HUDGINS FUNERAL SERVICES, LLC DBA ST. JOHNS FAMILY FUNERAL HOME AND CREMATORY, AND UPON SUCCESSFUL NEGOTIATIONS, AWARD AND EXECUTE AN AGREEMENT FOR PERFORMANCE OF THE REQUIRED SERVICES IN ACCORDANCE WITH RFP NO: 21-78; TRANSPORTATION OF CADAVERS.

RECITALS

WHEREAS, the County requires cadavers to be transported from scenes of death to the St. Johns County Medical Examiner's office for autopsy in accordance with Chapter 406, Florida Statutes; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary for providing Transportation of Cadavers, in accordance with RFP No: 21-78; and

WHEREAS, through the County's formal RFP process, Kotrady Hudgins Funeral Services, LLC dba St. Johns Family Funeral Home and Crematory was the only firm with a responsive and responsible proposal; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into a contract to for the performance of the required services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

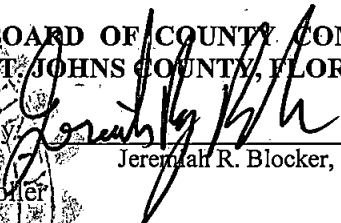
Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

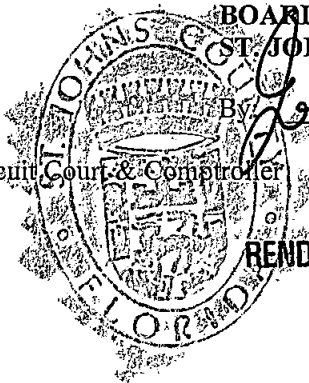
Section 2. The County Administrator, or designee, is hereby authorized to conduct negotiations with Kotrady Hudgins Funeral Services, LLC dba St. Johns Family Funeral Home and Crematory, and upon successful negotiations, award a contract to provide the services set forth therein.

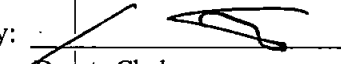
Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 21-78.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of May, 2021.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
By: 
Jeremiah R. Blocker, Chair



ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller
By: 
Deputy Clerk

RENDITION DATE 5/20/21



CONTRACT AGREEMENT
RFP No. 21-78; Transportation of Cadavers
Master Contract #: _____

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2021, ("Effective Date") by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Kotrady Hudgins Funeral Services, LLC dba St. Johns Family Funeral Home & Crematory** ("Contractor"), authorized to do business in the State of Florida, with offices located at 385 State Road 207; St. Augustine, FL 32084; Phone: (904) 824-1625; and Email: george@stjohnsfamilyfuneralhome.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the date of execution by all parties, as of the Effective Date shown above, shall remain in effect for a period of three (3) years, and may be extended for an additional two (2) one (1) year periods, by the County in order to complete the required services, provided the Contractor has satisfactorily performed all services to date, and the County determines that extension is in the best interest of the County.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all RFQ Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to perform transportation of cadavers as specified by the St. Johns County Medical Examiner's Office, approved by the County in accordance with RFP No: 21-78 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Medical Examiner, or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in the SJC Medical Examiner's Office, throughout the duration of the contract. No changes to said schedule shall be made without prior written authorization from one of St. Johns County's representatives.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor based upon the Prices submitted in the proposal, and accepted by the county, and provided herein on Exhibit A. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount budgeted by the County each year, without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work products and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of the month services are completed. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
 1. The Contractor has billed the County for all services rendered by it and any of its Contractors or subcontractors or subconsultants through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;

3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1551, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Medical Examiner's Office
Attn: Kelly Boulos
4501 Avenue A
St. Augustine, FL 32095
- G. FINAL INVOICE: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- C. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 1. Stop work on the date to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractors or subconsultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractors or subconsultants to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Agreement for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least

one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

- f. Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by, a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 16 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 18 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 19 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 20 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 21 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractors or subconsultant(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractors or subconsultant(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 25 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 26 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 28 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 30 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 31 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 32 – AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 33 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 34 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 35 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View

St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Kotrady Hudgins Funeral Services, LLC dba
St. Johns Family Funeral Home & Crematory
Attn: Mr. George Kotrady, Managing Member
385 State Road 207
St. Augustine, FL 32084

ARTICLE 36 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 37 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 38 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 39 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

ARTICLE 40 – PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

RFP No. 21-78; Transportation of Cadavers
Master Contract #: _____

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

Owner

St. Johns County, FL (Seal)

(Typed Name)

By: _____
Signature of Authorized Representative

Leigh A. Daniels, CPPB
Printed Name

Purchasing Manager
Title

Date of Execution

Contractor

Kotrady Hudgins Funeral Services, LLC dba St. Johns Family Funeral Home & Crematory (Seal)

(Typed Name)

By: _____
Signature of Authorized Representative

Printed Name & Title

Date of Execution

ATTEST:

St. Johns County, FL
Clerk of the Circuit Courts & Comptroller

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Deputy County Attorney

Date of Execution

RFP No. 21-78; Transportation of Cadavers
Master Contract #: _____

EXHIBIT A
Pricing Proposal Form



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

April 22, 2021

RE: RFP No. 21-78; Transportation of Cadavers

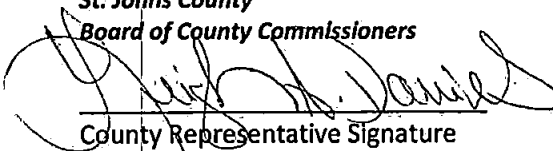
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract upon successful negotiations to Kotrady Hudgins Funeral Services, LLC dba St. Johns Family Funeral Home & Crematory as the highest ranked firm(s) under RFP No. 21-78; **Transportation of Cadavers**. This notice will remain posted to the St. Johns County Purchasing Department bulletin board until 12:00 PM, Tuesday, April 27, 2021.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to negotiate, and upon successful negotiations, execute a contract.

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 4/22/21

Leigh Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0150 – Main
ldaniels@sjcfl.us



ST. JOHNS COUNTY
 PURCHASING DEPARTMENT
 500 San Sebastian View
 St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Dr. Predrag Bulic, Chief Medical Examiner
 FROM: April Bacon, Purchasing Buyer
 SUBJECT: RFP No. 21-78; Transportation of Cadavers
 DATE: April 22, 2021

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval *Predrag Bulic*
 Date 4/19/21
 Budget Amount \$64,200.-
 Account Funding Title Transportation
 Funding Charge Code 0050-54113
 Award to Kotrady Hudgins Funeral Services, LLC
d/b/a St. Johns Family Funeral Home + Crematory
 Award Amount \$350. / case

ST JOHNS COUNTY

APR 21 '21

PURCHASING

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

PART VI: - ATTACHMENTS/FORMS

COVER PAGE

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT
ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED
ENVELOPE OR CONTAINER TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084**

COMPANY NAME: Kotrady Hudgins Funeral Services, LLC

CONTACT NAME & TITLE: George M. Kotrady and Randy Hudgins, Owners

CONTACT PHONE NUMBER: 904-824-1625

CONTACT EMAIL ADDRESS: george@stjohnsfamilyfuneralhome.com
randy@stjohnsfamilyfuneralhome.com

DATE: March 27, 2021

**KOTRADY HUDGINS FUNERAL SERVICES, LLC
D/B/A**

**ST. JOHNS FAMILY FUNERAL HOME
AND CREMATORY**

385 STATE ROAD 207

ST. AUGUSTINE, FLORIDA 32084

904-824-1625 FAX 904-824-8906

CONTACTS:

GEORGE KOTRADY OR RANDY HUDGINS

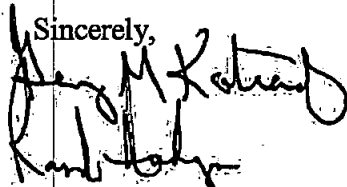
St. Johns County
4020 Lewis Speedway
St. Augustine, FL 32084
RE: RFP NO: 21-78

Kotrady Hudgins Funeral Services LLC d/b/a St. Johns Family Funeral Home and Crematory duly understand the scope of services required for the RFP NO : 21-78 and have been providing those services since November 2014. We will have no issues meeting the requirements of the contract.

Kotrady Hudgins Funeral Services LLC was formed in April 2001 for the purpose of purchasing the assets of Croyle Funeral Home which was completed on April 9, 2001. We are a duly licensed funeral establishment and crematory in the State of Florida, licensed under the provisions of Chapter 497 Florida Statutes. In March of 2007 we broke ground on a new 7,000 square foot funeral home with crematory and moved in during May 2008. We provide burial, cremation, and transportation services according to the wishes of the families we serve, as well as sales and installation of monuments. We are uniquely equipped to continue to meet the needs of District 23 Office of the Medical Examiner. We also provide transportation service for the University of Miami Tissue Bank, having done so since 2011. We currently have a staff of 17 full time and part time employees. We are a member of the Independent Funeral Directors of Florida.

We look forward to continuing to serve the needs the District 23 Office of the Medical Examiner in the professional manner we have for the past 7 years. If you have any questions, please contact me at 904-824-1625.

Sincerely,



George M. Kotrady

Randy Hudgins

Owners

Kotrady-Hudgins Funeral Services LLC

d/b/a

St. Johns Family Funeral Home and Crematory

KOTRADY HUDGINS FUNERAL SERVICES, LLC

D/B/A

**ST. JOHNS FAMILY FUNERAL HOME
AND CREMATORY**

385 STATE ROAD 207

ST. AUGUSTINE, FLORIDA 32084

904-824-1625 FAX 904-824-8906

CONTACTS:

GEORGE KOTRADY OR RANDY HUDGINS

St. Johns County
4020 Lewis Speedway
St. Augustine, FL 32084
RE: RFP NO: 21-78

Section 2: Related Experience in the Industry

George Kotrady and Randy Hudgins own and operate Kotrady Hudgins Funeral Services LLC, d/b/a St. Johns Family Funeral Home and Crematory. George is a Florida Licensed Funeral Director and Embalmer, having been licensed since 1992. George started working in the funeral industry in 1985. Randy Hudgins, second generation in the field, is also a Florida Licensed Funeral Director and Embalmer, having been licensed since 1986. Randy started working in the industry in 1980. Kotrady Hudgins Funeral Services LLC was formed by George Kotrady and Randy Hudgins in April 2001 when they purchased the assets of Croyle Funeral Home. We have owned and operated the business since that time. We are uniquely qualified to meet the needs of the District 23 Office of the Medical Examiner. As a funeral home we are available 24/7, 365 days a year, and also do that for our transportation contracts with the University of Miami Tissue Bank and the District 23 MEO. Our phones are always answered by a staff member and after hours by Randy and George or their three additional licensed staff, Jessica Story, Glen McCutcheon and Kris Kratzer. We also have numerous staff that we keep on call for the after hour transports.

KOTRADY HUDGINS FUNERAL SERVICES, LLC

D/B/A

**ST. JOHNS FAMILY FUNERAL HOME
AND CREMATORY**

385 STATE ROAD 207

ST. AUGUSTINE, FLORIDA 32084

904-824-1625 FAX 904-824-8906

CONTACTS:

GEORGE KOTRADY OR RANDY HUDGINS

St. Johns County
4020 Lewis Speedway
St. Augustine, FL 32084
RE: RFP NO: 21-78

Section 3: Manpower and Organization/Staff Qualifications

George Kotrady and Randy Hudgins have owned and operated Kotrady Hudgins Funeral Services LLC since April 2001. They are both licensed by the State of Florida as funeral directors and embalmers. We also employ two additional funeral directors/embalmers, Jessica Story and Kris Kratzer, one intern funeral director, Glen McCutcheon, support staff, Ray Harding, Rebecca Salisbury, Rob Brown, Charlotte Fulghum, and Gregory Mills. These are the personnel available for the transportation of cadavers.

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "H"

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform any aspect of the required services. Attach brief but comprehensive resumes for each staff member listed below.

Employee Name	Employee Title	# Years Employed	Total # Yrs. Experience
Raudy Hudgins	Co-Owner	20	36
George Kotrady	Co-Owner	20	35
Jessica Story	Funeral Director/Embalmer	2.5	27
Kris Kratzer	Funeral Director/Embalmer	6	6
Glen McCutcheon	Funeral Director	3	3
Ray Harding	Staff Associate	3	3
Rebecca Salisbury	Staff Associate	1.5	1.5
Charlotte Fulghum	Staff Associate	5 months	5 months
Gregory Mills	Staff Associate	5 months	5 months
Rob Brown	Staff Associate	5 monthsh	5 months

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "I"

RELATED EXPERIENCE

In this section, Respondents shall submit information on any and all contracts or engagements successfully completed in the last five (5) calendar years including services similar in scope to those described herein. Respondents must include the type of services performed, timeframe of performance, whether or not the contract was renewed/extended, and all contact information for a point of contact at the reference agency or organization.

1. Company Name: University of Miami Tissue Bank/Legacy Donor Services
Date(s) of Service: August 2011- present
Information (Type of Service): Transportation of remains for tissue recovery to their recovery center and to designated funeral homes.
Primary Contact Name and Title: Chris Agle Vice-President and General Manager
Contact Phone Number: 352-283-6839
Contact Email Address:

2. Company Name:
Date(s) of Service:
Information (Type of Service):
Primary Contact Name and Title:
Contact Phone Number:
Contact Email Address:

3. Company Name:
Date(s) of Service:
Information (Type of Service):
Primary Contact Name and Title:
Contact Phone Number:
Contact Email Address:

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "J"

PRICING PROPOSAL FORM

Each Respondent shall submit Unit Prices for each of the types of pickups listed below. These prices shall remain firm throughout the duration of the Contract. Please enter the amount for each pickup in numerals and in words. In the event of a discrepancy between the amounts, the amount written in words shall be used as the correct bid price.

Unit Prices:

Item 1 is for the transportation per case from any location within St. Johns County Boundaries to the Medical Examiner's Office located in St. Augustine, FL. This unit price shall include any and all related service charges.

Item 1: \$ 350.00 Per Case (Amount in numerals)
three hundred fifty dollars Per Case (Amount in words)

Item 2 is for the transportation per case from any location outside St. Johns County boundaries, not to exceed two hundred (200) miles, to the Medical Examiner's Office located in St. Augustine, FL. This unit price shall include any and all related service charges.

Item 2: \$ 395.00 Per Case (Amount in numerals)
three hundred ninety five dollars Per Case (Amount in words)

Respondents shall type or legibly print the Unit Price for each item in both numerals and words. If the County is unable to determine the proposed amount due to illegibility, the proposal may be removed from consideration for award.

KOTRADY HUDGINS FUNERAL SERVICES, LLC
D/B/A
ST. JOHNS FAMILY FUNERAL HOME
AND CREMATORY
385 STATE ROAD 207
ST. AUGUSTINE, FLORIDA 32084
904-824-1625

St. Johns County
4020 Lewis Speedway
St. Augustine, FL 32084
RE: RFP NO: 21-78

Section 5: Administrative Information

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "A"

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name} Kotrady Hudgins Funeral Svc, LLC being of lawful age and being duly sworn I, {insert affiant name} George M. Kotrady, as {insert position or title} Managing Member (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

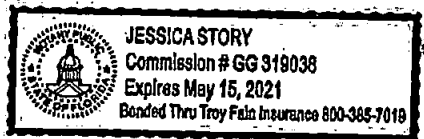
The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 13th day of April, 2021.

[Signature]
Signature of Affiant

STATE OF Florida
COUNTY OF St. Johns

Subscribed and sworn to before me this 13 day of April, 2021, by George Kotrady who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public
My commission expires:
May 15, 2021



RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "B"

AFFIDAVIT

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF St. Johns. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is Managing Member (Title) of Kotrady Hudgins Funeral Svc(Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 21-78; Transportation of Cadavers.

The affiant further states that no more than one proposal for the above referenced service will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described service. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Kotrady Hudgins Funeral Svc, LLC
(Proposer)

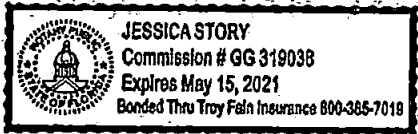
By George M Kotrady
Managing Member
(Title)

STATE OF Florida)

COUNTY OF St. Johns)

Subscribed and sworn to before me this 13th day of April, 2021, by George Kotrady who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public
My commission expires: May 15, 2021



VENDOR ON ALL COUNTY SERVICES MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "C"

CONFLICT OF INTEREST DISCLOSURE FORM

RFP Number/Description: RFP No 21-78; Transportation of Cadavers

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's/Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced service.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced service.

Legal Name of Respondent: Kotrady Hudgins Funeral Services LLC

Authorized Representative(s):

George M. Kotrady
Signature

George M. Kotrady
Managing Member
Print Name/Title

Randy Hudgins
Signature

Randy Hudgins
Managing Member
Print Name/Title

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "D"

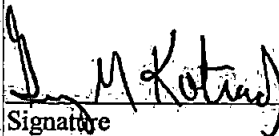
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Kotrady Hudgins Funeral Services, LLC does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


Signature

4/13/21
Date

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "E"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "E" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "E".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual X

If Respondents selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors or sub-consultants meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Respondent is not a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.

George M. Kotrady

Signature – Authorized Respondent Representative

George M Kotrady Managing Member

Printed Name & Title

4/13/21

Date of Signature

Florida Department of State

DIVISION OF CORPORATIONS



Department of State Division of Corporations Search Records Search by Entity Name

Detail by Entity Name

Florida Limited Liability Company
KOTRADY HUDGINS FUNERAL SERVICES, LLC.

Filing Information

Document Number	L01000004137
FEI/EIN Number	59-3711365
Date Filed	03/15/2001
Effective Date	03/12/2001
State	FL
Status	ACTIVE

Principal Address

385 SR 207
SAINT AUGUSTINE, FL 32084

Changed: 05/13/2008

Mailing Address

385 SR 207
SAINT AUGUSTINE, FL 32084

Changed: 05/13/2008

Registered Agent Name & Address

GALLETTA, JOHN JR ESQ
1095 ANASTASIA BOULEVARD
ST AUGUSTINE, FL 32080

Address Changed: 04/22/2010

Authorized Person(s) Detail

Name & Address

Title MGRM

KOTRADY, GEORGE
385 SR 207
SAINT AUGUSTINE, FL 32084

Title MGRM

HUDGINS, RANDY
385 SR 207
SAINT AUGUSTINE, FL 32084

Annual Reports

Report Year	Filed Date
2019	02/08/2019
2020	03/04/2020
2021	03/16/2021

Document Images

03/16/2021 -- ANNUAL REPORT	View image in PDF format
03/04/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
02/20/2018 -- ANNUAL REPORT	View image in PDF format
01/20/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
01/06/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
02/14/2013 -- ANNUAL REPORT	View image in PDF format
05/07/2012 -- ANNUAL REPORT	View image in PDF format
04/16/2011 -- ANNUAL REPORT	View image in PDF format
04/22/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
05/13/2008 -- ANNUAL REPORT	View image in PDF format
05/03/2007 -- ANNUAL REPORT	View image in PDF format
04/10/2006 -- ANNUAL REPORT	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
04/27/2004 -- ANNUAL REPORT	View image in PDF format
01/22/2003 -- LIMITED LIABILITY CORPORATION	View image in PDF format
07/16/2002 -- ANNUAL REPORT	View image in PDF format
03/15/2001 -- Florida Limited Liabilites	View image in PDF format

Florida Department of State, Division of Corporations

Dennis W. Hollingsworth Tax Collector

generated on 4/16/2021 10:59:51 AM EDT

Local Business Tax

Last Update: 4/16/2021 10:59:51 AM EDT

Local Business Tax Renewal

Account Number	New Business Date	Local Business Tax Year	Transfer
1003267	1/1/1900	2020	N
Business Address ST JOHNS FAMILY FUNERAL HOME AND CREMATORY 385 ST RD 207 ST. AUGUSTINE FL 32084		Mailing Address HUDGINS RANDALL L 385 ST RD 207 ST. AUGUSTINE, FL. 32084	
Units 1		Status **ACTIVE**	
Occupation *FUNERAL HOME			
Local Business Tax			\$22.00
Date Paid	Receipt	Amount Paid	
7/13/2020	8138648.0003	\$22.00	

Dennis W. Hollingsworth Tax Collector

generated on 4/16/2021 10:18:23 AM EDT

Local Business Tax

Last Update: 4/16/2021 10:18:24 AM EDT

Local Business Tax Renewal

Account Number	New Business Date	Local Business Tax Year	Transfer
1002947	4/11/2001	2020	N
Business Address GEORGE M KOTRADY 385 ST RD 207 ST. AUGUSTINE FL 32084		Mailing Address KOTRADY GEORGE M 385 ST RD 207 ST. AUGUSTINE, FLORIDA.32084	
Units 0		Status **ACTIVE**	
Occupation *FUNERAL DIRECTOR/EMBALMER			
		Local Business Tax	\$30.00
Date Paid	Receipt	Amount Paid	
7/13/2020	8138648.0002	\$30.00	

Dennis W. Hollingsworth Tax Collector

generated on 4/16/2021 10:20:36 AM EDT

Local Business Tax

Last Update: 4/16/2021 10:20:37 AM EDT

Local Business Tax Renewal

Account Number	New Business Date	Local Business Tax Year	Transfer
1003026	4/11/2001	2020	N
Business Address RANDALL L HUDGINS 385 ST RD 207 ST. AUGUSTINE FL 32084		Mailing Address HUDGINS RANDALL L 385 ST RD 207 ST. AUGUSTINE, FL 32084	
Units 0		Status **ACTIVE**	
Occupation *FUNERAL DIRECTOR/EMBALMER			
Local Business Tax			\$30.00
Date Paid	Receipt	Amount Paid	
7/13/2020	8138648.0001	\$30.00	

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "F"

CERTIFICATES OF INSURANCE

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part V: Contract Requirements; F. Insurance Requirements.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy here)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 988-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED KOTRADY HUDGINS FUNERAL SERVICES LLC 385 SR 207 ST AUGUSTINE, FL 32094-0369		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY RAC # 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 0** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS OWNER'S LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:	N	N	9888530	11/01/2020	11/01/2021	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (EL, RENTERS): \$100,000 MED EXP (Any one person): \$2,500 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP ADD: \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9888532	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$500,000 E.L. DISEASE - EA EMPLOYEE: \$500,000 E.L. DISEASE - POLICY LIMIT: \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Florida Farm Bureau Casualty Insurance Company
 5700 S.W. 34th Street Gainesville, Florida 32608-5300



POLICY DECLARATION
 NEW

Policy Number: 1368221 **Policy Type:** BUSINESS AUTO POLICY
Policy Period: From: 05/29/2020 To: 05/29/2021
 (12:01 a.m. Standard time)

ITEM ONE - NAMED INSURED

KOTRADY HUDGINS FUNERAL SERVICES LLC DBA ST JOHNS FAMILY FUNERAL HOME & CREMATORY.

Form of Named Insureds Business - OTHER

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED "AUTOS"

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the covered auto section of the business auto coverage form next to the name of the coverage.

COVERAGES	COVERED	LIMIT- THE MOST WE WILL PAY FOR	PREMIUM
LIABILITY INS.	07 08 09	ANY ONE "ACCIDENT" OR LOSS	
"Bodily Injury" and "Property Damage"		\$1,000,000 Each "Accident"	\$5,478
PERS. INJURY PROT.	05	No Deductible	\$426
UNINSURED MOTORIST	02	\$100,000 Each "Accident"	\$750
Non-Stacked Cov.			
PHYSICAL DAMAGE INS.		Actual Cash Value or Cost of Repair Whichever is Less, Minus Deductible Shown	
Comprehensive	07	\$1000 Deductible	\$749
Collision	07	\$1000 Deductible	\$1,548
Estimated Total Premium			\$8,951

ITEM THREE - SCHEDULE OF COVERED "AUTOS" YOU OWN

Unit(s)	Year	Description	Serial Number	Stated Amount
013	2007	CHEV EXPRESS	1GCFG15Z371207800	
014	2010	GMC SAVANA	1GTUGADX9A1180942	
015	2012	CHEV EXPRESS	1GCSGAF44C1182370	
016	2009	CADI HEARSE	1GEEH00Y59U500298	
017	2012	CADI SRX	3GYFNBE3XCS591732	
018	2017	FORD EXPEDITION	1FMJK1KT1HEA11756	

*** continued on back ***
 Refer inquires to:

Bradley T. Gleaton

Change Effective: 05/29/2020
 Process Date: 06/04/2020
 FFB-DEC-AB (Ed. 08/04)

Agent: BRADLEY T GLEATON, INC
 Saint Augustine Office: (904) 823-1434
 East Palatka Office: (386) 325-5822

Florida Farm Bureau Casualty Insurance Company
 5700 S.W. 34th Street Gainesville, Florida 32608-5300



POLICY DECLARATION

ITEM THREE - SCHEDULE OF COVERED "AUTOS" YOU OWN

Unit(s)	Year	Description	Serial Number	Stated Amount
019	2017	GMC SAVANA	1GTW7AFF5H1904651	
020	2019	GMC SAVANA	1GTW7AFGXXK1224356	

Premiums- Unit(s)	WC Liab	No WC PIP	Med Pay	Unins Mtrst	Comp	Coll	Deductible Comp Coll	Total Premium
013	\$670	\$57		\$96	\$90	\$170	1000 1000	\$1083
014	\$670	\$57		\$96	\$78	\$153	1000 1000	\$1054
015	\$670	\$57		\$96	\$96	\$184	1000 1000	\$1103
016	\$603	\$27		\$78				\$708
017	\$670	\$57		\$96	\$125	\$222	1000 1000	\$1170
018	\$670	\$57		\$96	\$147	\$306	1000 1000	\$1276
019	\$670	\$57		\$96	\$112	\$252	1000 1000	\$1187
020	\$670	\$57		\$96	\$101	\$261	1000 1000	\$1185

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED "AUTO" COVERAGE AND PREMIUMS
 Liability Insurance - Rating Basis, Cost of Hire

State	Estimated Cost of Hire IF ANY	Premium
FL		\$87

Total Premium \$87

Cost of Hire Means the Total Amount You Incur for the Hire of "Autos" You Do Not Own (Not Including "Autos" You Borrow or Rent from Your Partners or Employees or Their Family Members). Cost of Hire Does Not Include Charges for Services Performed by Motor Carriers of Property or Passengers.

ITEM FIVE - SCHEDULE FOR EMPLOYERS NON-OWNERSHIP LIABILITY
 Covered Autos Borrowed From Your Employees or Members of Their Households

Rating Basis-Number of Employees	Estimated Number Of Employees	Liability Premium
	15	\$98

Driver Exclusion Form (IL9911E) On File For VERONICA D VILLANUEVA

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "G"

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No x If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the service owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.

none

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

none

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

none

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No x If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

none

Liquidated Damages

1. Has an owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No x If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "K"
E-VERIFY AFFIDAVIT

Contract No. 21-78

STATE OF Florida
COUNTY OF St. Johns

I, George M. Kotrady (hereinafter "Affiant"), being duly authorized by and on behalf of Kotrady Hudgins Funeral Svc (hereinafter "Consultant/Contractor") hereby swears or affirms as follows:

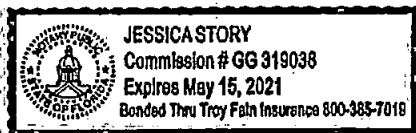
1. Consultant/Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 21-78 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, Consultant/Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Contractor's breach.

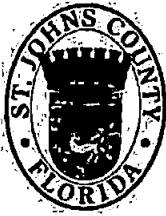
DATED this 13th day of April, 2021.

George M Kotrady
Signature of Affiant
George M Kotrady
Printed Name of Affiant
Managing Member
Printed Title of Affiant
Kotrady Hudgins Funeral Services, LLC
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13 day of April, 2021, by {insert name and title of Affiant}, who is personally known to me or has produced George Kotrady as identification.

J. Story
Notary Public
My Commission Expires: May 15, 2021





St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

April 8, 2021

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFP 21-78; Transportation of Cadavers

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return each signed Addendum with their submitted proposal as provided in the RFP.

Questions/Answers:

- 1. Want to confirm this is for services for St. Johns and Flagler counties? Putnam is already under contract with another provider and has always been separate. I need clarification if they are requiring to bid on all three counties.

Answer: The contract issued as a result of this RFP shall be funded by St. Johns County (SJC) for services provided to SJC; however, pickups can occur anywhere within District 23. Other Counties may at their discretion piggyback off of this contract as allowable by Statute.

- 2. Is there any provision in there for the RPI index?

Answer: The Contractor may request pricing increases on an annual basis, in accordance with the most current Consumer Price Index (CPI) percentage. Requests for changes to contract pricing must be submitted to the SJC Purchasing Manager no later than sixty (60) days prior to the anniversary date of the Agreement for review. If approved, changes shall be authorized through a Contract Amendment, and signed by both parties. The County is under no obligation to approve or allow for increases to pricing in any given year. Approval or denial of a requested pricing increase shall be at the sole discretion of the County.

THE SUBMITTAL DUE DATE REMAINS: APRIL 15, 2021 BY OR BEFORE 4:00 P.M.

Acknowledgment

Handwritten signature of George M. Kotrady

Signature and Date

George M. Kotrady, Managing Member
Printed Name/Title

Kotrady-Hudgins Funeral Services LLC
Company Name (Print)

Sincerely,

April Bacon

April Bacon
Purchasing Buyer

END OF ADDENDUM NO. 1



JIMMY PATRONIS
 FLORIDA'S CHIEF FINANCIAL OFFICER

Licensee Search

Search Result: Licensee Data

4/16/2021

Demographic Information

Name of Licensee: KOTRADY, GEORGE MICHAEL

License #: F045282

Birth Month/Year: 8/1966

Preferred Mailing Address: 385 SR 207 ST AUGUSTINE FL 32084

Business Location Address: NO ADDRESS FILED WITH DEPARTMENT

Doing Business As: NO Data

License Data

Type of License: FUNERAL DIRECTOR & EMBALMER

Original Issue date: 06/22/1994

Status date: 09/05/2019

Status: VALID

Expiration date of License : 08/31/2021

DISCLAIMER

If you believe that any of the information reported regarding a particular license is inaccurate, please call the FCCS Division staffer who handles the category of license involved (see the "Who to Call" list on the Division webpage). The FCCS Division main phone line is 850-413-3039.

- 2011 © Florida Department of Financial Services
- Division of Funeral, Cemetery and Consumer Services
 HOTLINE 1-800-323-2627
 200 East Gaines Street · Tallahassee, Florida 32399-030



JIMMY PATRONIS
 FLORIDA'S CHIEF FINANCIAL OFFICER

Licensee Search

Search Result: Licensee Data

4/16/2021

Demographic Information

Name of Licensee: KOTRADY, GEORGE MICHAEL
License #: F045282
Birth Month/Year: 8/1966
Preferred Mailing Address: 385 SR 207 ST AUGUSTINE FL 32084
Business Location Address: NO ADDRESS FILED WITH DEPARTMENT
Doing Business As: NO Data

License Data

Type of License: FUNERAL DIRECTOR & EMBALMER
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St. Johns County Board of County Commissioners

Purchasing Division

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THE SUBMITTAL DUE DATE REMAINS: APRIL 15, 2021 BY OR BEFORE 4:00 P.M.

Acknowledgment

Sincerely,

April Bacon

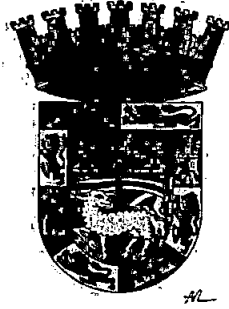
April Bacon
Purchasing Buyer

Signature and Date

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

**RFP NO. 21-78
REQUEST FOR PROPOSALS**

TRANSPORTATION OF CADAVERS

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main
www.sjcfl.us/Purchasing

FINAL: 3.12.21

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

TABLE OF CONTENTS

PART I:	ADVERTISEMENT
PART II:	INTRODUCTION
PART III:	GENERAL REQUIREMENTS
PART IV:	PROPOSAL SUBMITTAL REQUIREMENTS
PART V:	CONTRACT REQUIREMENTS
PART VI:	ATTACHMENTS/FORMS

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County is soliciting proposals for **RFP No: 21-78; Transportation of Cadavers**. Interested and qualified respondents may submit proposals, in accordance with the requirements described herein, to the St. Johns County Purchasing Department located at 500 San Sebastian View, St. Augustine, FL 32084. **All proposals are due by or before 4:00 P.M. (EST) on Thursday, April 15, 2021.** Any proposals delivered to or received after the 4:00 P.M. deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is soliciting responses from qualified and experienced firms to provide any and all necessary labor, equipment, materials, transportation, and supervision to transport cadavers to the St. Johns County Medical Examiners Building located at 4501 Avenue A, St. Augustine, FL 32095 for autopsies, pursuant to Chapter 406 Florida Statutes. Performance of the required services shall be in compliance with Chapter 497, Florida Statutes and all other governing regulations.

RFP Documents are available for downloading from Demandstar, Inc., at their website www.demandstar.com, or by calling 1-866-273-1863 and requesting Document #21-78. Vendors registered with Demandstar may download most documents at no cost from the website. Download fees may apply to vendors not registered on the website. RFP Documents are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

All questions related to this RFP must be **submitted in writing**, to the Designated Point of Contact: April Bacon, Purchasing Buyer, via email to abacon@sjcfl.us. All questions related to this RFP must be submitted by or before **5:00PM EST on Thursday, April 1, 2021.**

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication shall result in disqualification from consideration for award of a contract for these services.

Proposals **MUST** be submitted in a **SEALED** envelope or container and clearly marked on the exterior of the package: **RFP 21-78: Transportation of Cadavers**. Each proposal submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each proposal shall consist of one (1) hard-copy original and one (1) exact electronic PDF copy on a USB Drive which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted hard-copy and electronic copy, the hard-copy will supersede.

Deliver or Ship Proposal to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Proposals, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual.

All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
BRANDON J. PATTY, CLERK OF THE CIRCUIT
COURT & COMPTROLLER

BY: _____
Deputy Clerk

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

PART II: INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals to provide any and all necessary labor, equipment, materials, transportation, and supervision to transport cadavers, from the scene of death, to the St. Johns County Medical Examiners Building on behalf of the St. Johns County Medical Examiner’s Office. The SJC Medical Examiner’s Office performs examination for deaths occurring within District 23, which consists of three (3) counties: St. Johns, Flagler, and Putnam, in accordance with Chapter 406, Florida Statutes. In order to perform these examinations, the cadavers must be transported from the scene of death, to the SJC Medical Examiner’s Office, located at 4501 Avenue A, St. Augustine, FL 32095. The awarded Contractor shall perform the transportation services, on an on-call basis, as requested by the SJC Medical Examiner’s Office.

B. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFP, through and until the deadline for submitted proposals, the County will notify all interested respondents via Addendum.

Advertisement of RFP	March 17, 2021
Deadline for Questions	April 1, 2021
Issuance of Final Addendum	April 8, 2021
Proposal Submission Deadline	April 15, 2021
Evaluation of Proposals	April 22, 2021
Issue Final Contract	May 20, 2021

C. DUE DATE & LOCATION

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Department by or before **four o’clock (4:00PM EST) on Thursday, April 15, 2021**. Any proposals received by the SJC Purchasing Department after this deadline will be deemed non-responsive, and shall be returned to the Respondent, unopened.

Proposals must be submitted to: SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFP must be directed, *in writing*, to the following Designated Point of Contact provided below:

Designated Point of Contact Information: April Bacon, Purchasing Buyer
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Email: abacon@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager at ldaniels@sjcfl.us.

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. All inquiries will be routed to the appropriate staff member for response. Any such communication may result in disqualification from consideration for award of a contract for these services.

E. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before **five o’clock (5:00PM) EST on Thursday, April 1, 2021**. Any questions

received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for submittal of proposals in order to clarify or answer questions as necessary to serve the best interest of the County.

F. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Proposals, unless otherwise approved by the Purchasing Manager.

Any and all issued Addenda must be signed and included with all copies of each Respondent's submitted proposal. Failure to include any issued addendum with the submitted proposal may result in the Respondent being deemed non-responsive, and being removed from consideration for award. The County reserves the right to request from any Respondent, copies of any missing addenda, if the content included in the Addenda is not of a material nature to the merit of the submitted proposal.

G. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, Respondents shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The awarded firm(s) shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

H. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

I. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

J. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY AND PROCEDURES MANUAL

All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual.

PART III: GENERAL REQUIREMENTS

A. GENERAL INFORMATION

The SJC Medical Examiner's (ME's) Office performs examinations for deaths occurring within District 23, which consists of three (3) counties: St. Johns, Flagler, and Putnam, in accordance with Chapter 406, Florida Statutes. In order to perform these examinations, the cadavers must be transported from the scene of death, to the SJC Medical Examiner's Office, located at 4501 Avenue A, St. Augustine, FL 32095.

B. SCOPE OF SERVICES

The awarded Contractor shall perform the required transportation services, on an on-call basis, as requested by the ME's Office. All services must be performed in compliance with the requirements stated below, as well as any and all governing local, state, and federal regulations, codes, rules, ordinances, and laws.

1. RESPONSES

The Contractor shall respond to all notifications of a required transport within one (1) hour of receipt of the notification. It is the responsibility of the Contractor to verify all pertinent case information at the time of response to the notification. All cases must be assigned a Medical Examiner's Case Number (MECN) prior to the Contractor performing the transport. Upon verification of the necessary case information, the Contractor shall proceed immediately to the scene of death to perform that transport. The Contractor shall not delay arrival at the scene of death for any reason, unless otherwise instructed by the ME's Office or the on-scene investigator.

In the event additional notification(s) for required transport(s) occur while the Contractor is in route to a prior case, the Contractor shall coordinate with the ME's Office, or on-scene investigator in order to complete the transports in the quickest manner available. Should the Contractor be notified of a request for transport while in the process of responding to a previous transport request as part of this contract, the Contractor shall respond immediately upon completion of the previous request.

2. ON-SCENE ARRIVAL & CONDUCT

The Contractor shall coordinate all on-scene arrivals with the appropriate on-scene investigator(s) or law enforcement officers on site at the time of arrival. The Contractor shall not, in any way, disrupt or impede the investigators and/or law enforcement officers in the course of their work. The Contractor shall notify Medical Examiner (ME) Staff of each on-scene arrival. Contractor personnel arriving at any scene of death shall remain inside the transport vehicle until cleared by the on-scene investigator(s) or law enforcement officers on site, unless otherwise instructed by ME Staff, or the on-scene investigator prior to arrival. Upon receipt of clearance, Contractor personnel may exit the transport vehicle, and begin preparation for collection and transport of the cadaver.

3. COLLECTIONS

The Contractor must receive permission from the on-scene investigator to collect any cadaver(s) at any scene of death. In the event that the on-scene investigator is unable to provide permission to Contractor personnel for the commencement of collection/transport services; the Contractor may obtain written permission from appropriate law enforcement officer(s) on site, shall have the approving officer sign off on the collection/transport, and shall notate the alternate approval in the log. Upon receipt of the appropriate permission(s) to collect/transport the cadaver(s), the Contractor shall take a written inventory of all personal belongings in possession of the deceased prior to transfer of custody, unless otherwise instructed by the on-scene investigator. The Contractor shall record any cash in possession of the deceased; any large sums of money (more than \$500) shall be turned over to law enforcement investigators on scene to be entered into their evidence. A witness from law enforcement shall sign the transport form that they received the money. All other monetary items (less than \$500) shall be transported by the Contractor with decedent and logged onto the transport form.

In the event collection/transport services are required for a cadaver located at a hospital, the Contractor shall locate and collect the cadaver and medical records for the transport. The Contractor shall coordinate with the appropriate nursing/hospital staff to obtain the necessary medical records if they are not with the cadaver at the time of collection. If the Contractor is unable to obtain the proper records for the deceased within one (1) hour of first contact with appropriate nursing/hospital staff, the Contractor may cancel the transport until such time that the records are made available, unless otherwise directed by the SJC ME Staff.

The Contractor shall maintain sufficient communications equipment (i.e. cell phone, pager, etc.) at all times throughout the duration of the Contract in order to maintain availability twenty four (24) hours a day, seven (7) days per week.

The Contractor shall respond to out-of-district requests to transport cadavers, from third party locations, to the ME's office in a timely manner.

The Contractor shall comply with any and all regulations established by the SJC Medical Examiner for cadaver delivery, cadaver pick-up, and morgue procedures for cleanliness and second exposure control.

4. EQUIPMENT

The Contractor shall be required to own, lease or rent with his own funds any and all equipment necessary to provide the required services included under this RFP including but not limited to: any and all personal protection equipment (PPE), body bags, gurneys, transport vehicles, uniforms and any other pieces of equipment that are necessary to provide the services as described herein.

The Contractor shall provide body bags that meet the specifications provided below. Any substitutions for the specifications must be approved in writing by the SJC Medical Examiner prior to the use of any substitute product.

Non-Vinyl body bag
Envelope Style w/ 2 Zipper pulls
3 layer Poly-Mono-Poly
Dimensions: 36" x 94"
Capacity: 375lbs lift

5. STAFF/EMPLOYEES

The Contractor shall be responsible for hiring sufficient staff to provide all of the services required under this RFP. Any and all employees must be at least eighteen (18) years of age, unless previously approved by the County. All employees shall be approved to work under this Contract by the County, prior to their performance of duties.

Upon notification of intended award of a Contract; the Contractor must conduct, at the sole cost of the Contractor, a 10-Year National Criminal History, a National Sex Offender Search, and a Driver's License Validation for each employee/staff member; as well as, any potential new employees prior to an offer of employment. The Contractor must also conduct, at the sole cost of the Contractor, a drug screening for each employee/staff member; as well as, any potential new employees prior to an offer of employment.

Background checks will be given a "pass or fail" result based upon the following criteria:

- Length of time since the infraction
(i.e.: they were found guilty in 1985 and there have been no subsequent charges since that time; or, they have been in trouble with the law consistently for the last 5 years)
- The role in the infraction (i.e. candidate found guilty for marijuana charge due to a traffic stop in a friend's car and all parties were changed since none of the parties claimed ownership; or, they growing marijuana at their home and mass distributing)
- What the infraction was (violent vs non-violent)
- Do the charges show a pattern (i.e. multiple DUIs, multiple domestic violence charges, etc.)

Any background check and/or drug screening resulting in a "fail" shall disallow any employee from performing any work for the Contractor under this Contract award. The Contractor shall be responsible for submitting alternate potential employees for background checks and/or drug screening to replace those receiving a "fail" result on the screening.

Upon request, the Contractor shall submit the results of any background check and/or drug screening to the St. Johns County Medical Examiner's Office. Requested background check and/or drug screening results shall be submitted within seventy-two (72) hours of the request.

Additionally, at the time of each option to extend, the Contractor may be required to submit or re-submit any and/or all employees for background checks and/or drug screenings in order to exercise any of the available one (1) year extensions available under the Contract. This requirement shall be at the sole discretion of the County.

6. SAFETY

The Contractor shall be responsible for the enforcement of safety requirements throughout the duration of the contract. Also, the Contractor shall ensure that all employees are provided a safe work environment in compliance with all OSHA standards and local, state and federal laws and that all employees comply with the Occupational

Safety and Health Act of 1970, as amended, as well as all applicable local, state and federal laws, ordinances, codes, regulations and requirements.

C. POLICIES AND PROCEDURES

The following policy and procedures from the District 23 Medical Examiner's Standard Operating Procedures, Section 7 Body Transport; shall serve as a guideline for the transport agent(s):

- Only the Medical Examiner's Office (M.E.O.) can authorize the transport of human remains to the District 23 M.E.O. Usually, the on-call investigator will make the call, on occasion Law Enforcement Office (L.E.O.) may make the call, in this circumstance the on-call investigator has already been contacted and a case number will be given to the L.E.O. No human remains are to be transported to the M.E.O. without a case number or transport record.
- The transport team will consist of two (2) people at all times unless otherwise instructed by the on-call investigator. No L.E.O., emergency medical staff, fire rescue personnel or M.E.O. personnel are to be required to assist in the removal.
 - Exception – the human remains are outside the county lines of the M.E.O. district; or, they are already on one death scene and are called to another for transport. The first request should be completed before responding to the next. Usually it is acceptable to respond to the next request without first transporting human remains from the first scene to the M.E.O.;
 - Exception – all homicides are to be transported independently from any other transport requests.
- Upon arrival to the death scene the transport team will:
 - Wait until the on-call investigator or L.E.O. authorizes the team to enter the scene;
 - Obtain pertinent information i.e. case number, name, date of birth, date of death, correct address of death scene, date and times of arrival and departure from scene and M.E.O.;
 - Request any special instructions.
- All human remains are to be transported in a body bag to the M.E.O. Hospital cases can be transported in the body bag hospital staff uses. The following guidelines apply to all human remains except homicides:
 - The human remains will be put in the body bag face up (No Exception!);
 - The remains will be transported with only what is on them i.e. clothing, jewelry, and personal effects. On occasion L.E.O. may request personal effects be removed prior to transportation, the on-call investigator must approve removal of items;
 - It is acceptable to use the bedding if the deceased was found on it. It is not acceptable to remove bedding from other parts of the scene to use to wrap the cadaver;
 - Red biohazard bags will be supplied by the M.E.O. and used for collection of body parts and tissue apart from the remains and placed in the body bag with the other remains;
 - The M.E.O. ONLY has jurisdiction over the human remains; the rest of the scene belongs to the L.E.O. It is not appropriate for the transport team to be anywhere else on the scene besides where the human remains are. It is not appropriate for the transport team to answer questions/speculate as to their opinion on cause and manner of death.
- Upon arrival to the M.E.O. the transport team will ensure the paperwork is properly and completely filled out. All personal effects are to be inventoried, logged on the transport form and left on/with the cadaver. An identification band bearing the decedent's name and case number is to be affixed to the decedent's ankle. The cadaver is then to be placed on an autopsy tray with the feet at the drain and stored in the cooler. Before leaving, the transport company must log the decedent into the body log binder on the shelf in the garage. The original transport form is to be placed in the binder as well.
 - Exception – if the personal effects are loose items, i.e. cigarettes, cell phone, change, keys etc., the items should be placed in a plastic bag. These are furnished by the M.E.O. and are in the shelf in the garage with the identification tags;
 - No trash, i.e. gloves, bags, etc., shall be placed in the body bag. Please place in the biohazard bins in the garage

of the M.E.O.

- For homicide cases forms and identifications should be filled out and affixed before leaving the scene. Law enforcement will then seal the body bag and it will not be opened until the Medical Examiner is ready to perform the autopsy.
 - Exception – L.E.O. requests a crime scene technician/FDLE agent be responsible for placing the remains in the body bag so as to limit contact with evidence. At this point the transport team will not have the opportunity to inventory personal effects, they should write on the form “body bag sealed by L.E.O., inventory not possible”, they will also affix an identification tag to the outside of the body bag and continue with M.E.O. transport procedure.
- No contaminants shall be used on the remains, i.e. water, soap, insect repellent, air freshener etc.
- The transport team will not interrupt the transport of human remains with any kind of personal errands while transporting for the M.E.O.
- Any problems/questions that arise during the transport of human remains shall be directed to the on-call investigator at the time of incident.
- The transport team shall be dressed in appropriate clothing. No shorts, sweatpants, sandals, tank tops, etc. shall be worn to transport human remains for the M.E.O.

D. SUB-CONTRACTORS

The Contractor is not permitted to utilize subcontractors for any aspect of the services required under this RFP.

E. LOCAL PREFERENCE

Per Section 302.25 of the SJC Purchasing Procedure Manual, the County shall review all submitted proposals to determine whether or not the Respondent qualifies for consideration as a Local Business. Staff shall provide the appropriate consideration of local preference to those submitted proposals, in accordance with SJC Purchasing Policy.

PART IV: PROPOSAL SUBMITTAL REQUIREMENTS

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting a proposal in response to this RFP. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbusement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All proposals received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting a proposal, each Respondent certifies that the proposer has fully read and understands any and all instructions in this RFP, and has full knowledge of the scope, nature, and quality of work to be performed. All submitted proposals shall be binding for one hundred twenty (120) consecutive calendar days.

B. MINIMUM QUALIFICATION REQUIREMENTS

Respondents must be currently licensed and certified to do business in the State of Florida in accordance with Chapter 497, Florida Statutes, as well as St. Johns County. Additionally, the Respondent shall be a currently licensed Funeral Director through the Florida Department of Financial Services; Division of Funeral, Cemetery, and Consumer Services.

Copies of current licenses and certifications must be provided with the submitted RFP Proposal.

C. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted proposal or specific portion of a document as “trade secret.” All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as “trade secret.” If the County receives a public records request for a document or information that is marked and certified as a

trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

D. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
2. In accordance with Florida law, to the extent that Contractor's performance under the awarded Agreement constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under the awarded Agreement, Contractor shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (d) Upon completion of the awarded Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of the awarded Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the awarded Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

E. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Respondents may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted proposal. Any proposals received by the SJC Purchasing Department, which contain the County Seal/Logo may be deemed nonresponsive to this requirement. The County reserves the right to request the submitting firm to resubmit a proposal with the County Seal/Logo removed, within twenty four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

F. CONFLICT OF INTEREST

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

G. PROPOSAL SUBMITTAL FORMAT

The proposal format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the submitted proposals.

All proposals must include the following components:

<u>Section</u>	<u>Topic</u>
1	Cover Page & Cover Letter
2	Related Experience
3	Staff Qualifications
4	Proposed Pricing
5	Administrative Information

H. PROPOSAL COMPONENTS

All of the components outlined below must be included with each copy of the proposal and submitted as follows: one (1) original hard copy original only and one (1) exact electronic copy on USB drive, submitted in a sealed envelope or container labeled with Company name and RFP Number and name. Additionally, all headings, sections and sub-sections shall be identified appropriately. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

Section 1: RFP Cover Page (Complete and Submit) and Cover Letter

In this section, Respondents shall provide a cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with the PDF copy of the proposal. The cover letter should provide the following:

- Full legal company name,
- Physical address and mailing address (if different) (include location address of office that will perform the services under Contract),
- Primary company phone and fax numbers and email address,
- Company type, i.e. Corporation, Partnership, etc.,
- Names and titles of principals,
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.),
- Brief description of business philosophy, and
- Reason for interest in submitting a response to this solicitation.

Delegation of Authority

If the individual signing the required forms in the proposal is not a principal of the firm, Respondent must provide with the submitted proposal a Letter of Delegation of Authority listing agents of the Respondent authorized to negotiate on

behalf of and contractually bind the Respondent. The Letter of Delegation of Authority must be on company letterhead, be signed by a principal of the Responding firm, and must list the authorized agents' name, title, and limit of authority.

Section 2: Related Experience

In this section, Respondents shall submit information on any and all contracts or engagements successfully completed in the last five (5) calendar years including services similar in scope to those described herein. Respondents must include the type of services performed, timeframe of performance, whether or not the contract was renewed/extended, and all contact information for a point of contact at the reference agency or organization. This information shall be submitted on **Attachment "I"** provided herein.

Section 3: Staff Qualifications

In this section, Respondents shall provide evidence that the firm has qualified and experienced staff to perform the scope of services. In addition, provide a brief summary of the firm's overall capabilities to perform the services as outlined in the scope of services.

Respondents shall complete and submit the following attachments to fully demonstrate the firm's qualifications and resources:

Attachment "H": Key Personnel – submit information to demonstrate the qualifications and experience of the Key Personnel. Brief comprehensive resumes should be provided for each member listed.

Section 4: Proposed Pricing

In this section, Respondents shall submit Unit Prices per pickup for the two (2) types of pickups listed on the proposal form included herein as **Attachment "J" – Pricing Proposal Form**, to be used for any services authorized under the awarded Contract. For the purposes of evaluation, proposed Unit Prices shall be averaged and scored by the formula provided herein.

Section 5: Administrative Information

In this section, Respondents shall submit the following forms:

- Attachment "A" – Affidavit of Solvency;
- Attachment "B" – St. Johns County Affidavit;
- Attachment "C" – Conflict of Interest Disclosure;
- Attachment "D" – Drug-Free Workplace Form;
- Attachment "E" – Local Preference;
- Attachment "F" – Certificate(s) of Insurance;
- Attachment "G" – Claims, Liens, litigation History; and
- Attachment "K" – E-Verify Affidavit
- All Signed Addenda (if applicable)

I. DETERMINATION OF RESPONSIVENESS

The County shall make a determination for each Respondent, as to the responsiveness of the submitted proposal to the requirements provided herein. Any Respondent who is not responsive to the requirements of this RFP may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

J. EVALUATION OF PROPOSALS

All properly submitted proposals determined to be responsive to the requirements of this RFP will be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Team Member will receive an electronic copy of all responsive proposals submitted, an electronic copy of the RFP Document with all issued Addenda, an Evaluator's Score Sheet, and an Evaluator's Narrative Sheet.

Evaluators will review and score the proposals individually, with no interaction or communication with any other individual. Scores and rankings will be summarized at the Public Evaluation Meeting. The highest ranked firm will be

recommended for award. If the Evaluation Committee determines that additional interviews and/or presentations are necessary to make a final decision for selection, the three highest ranked firms will be notified. If required, presentations will be scored by the Evaluation Committee as provided herein. The firms will be notified, as needed, of the required information that must be included in any presentation.

County Staff may consider any evidence available regarding financial, technical, other and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

K. EVALUATION CRITERIA AND SCORING

The County will evaluate and rank respondents that submit proposals from highest to lowest based upon the specific evaluation criteria as associated points listed below.

Evidence of Respondent’s qualification as a Local Business in accordance with Section 302.25 SJC Purchasing Procedure Manual. Local Preference shall be scored on a scale of 0 – 10 points. Respondents that meet all qualification criteria as a local business shall receive 10 points. Respondents that do not meet all criteria as a local business shall receive 0 points.

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Related Experience	35
B. Staff Qualifications	25
C. Proposed Pricing	20
D. Local Preference	10
E. Quality of Submittal	10
Total Points Possible:	100
 F. Presentations (if required):	 20
Total Points Possible:	120

L. FORMULA FOR PRICING PROPOSAL:

The proposed Unit Prices submitted by each Respondent shall be averaged and scored in accordance with the formula provided below. The lowest average Unit Price shall receive twenty (20) points and all other average Unit Prices shall be scored through a pro rata distribution of points as shown below:

Vendor	Average Unit Price	Percentage	By	Weight	Equals	Weighted Score***
A	\$250.00	100.0	X	20	=	20
B	\$275.00	90.0*	X	20	=	18
C	\$300.00	83.3**	X	20	=	16.66

* Vendor B’s percentage is $\$250.00 \div \$275.00 = 90.0\%$
 ** Vendor C’s percentage is $\$250.00 \div \$300.00 = 83.3\%$

M. PRESENTATIONS BY FIRMS:

In the event the Evaluation Committee and Purchasing Department determines that presentations from firms are necessary to make a final recommendation, the firms selected to make presentations will be notified by the County. Presentations will be evaluated by the Evaluation Committee, and the scores for the presentations shall be added to the scores for the proposal for each firm, to determine the Total Score for each firm. The criteria by which presentations will be scored will be provided to the firms with the above referenced notification by the County.

N. RECOMMENDATION FOR AWARD

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm as determined by the evaluation committee, with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

The highest ranked firm will be submitted to the St. Johns County Board of County Commissioners for approval to enter into negotiations, and upon successful negotiations, award and execution of a contract. In the event that negotiations are unsuccessful and an agreement cannot be reached with the highest ranked firm, staff will cease

negotiations, and begin negotiations with the next highest ranked firm. This process will continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm would not be in the best interest of the County.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

O. PROTEST PROCEDURES

Any Respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposals, shall file, with the SJC Purchasing Department, a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated into this Request for Proposals by reference, and are fully binding.

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

**ST. JOHNS COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS**

DATE: _____

CRITERIA RANKING:

RESPONDENTS	A.	B.	C.	D.	E.	TOTALS
	RELATED EXPERIENCE	STAFF QUALIFICATIONS	PRICING	LOCAL PREFERENCE	QUALITY OF SUBMITTAL	
	0 to 35	0 to 25	0 to 20	0 to 10	0 to 10	0 - 100

SIGNATURE OF RATER: _____ **PRINT NAME:** _____ **DATE:** _____

PART V: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of this RFP is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to the selected individual/s or firm/s. It is anticipated the County will issue an Agreement with an initial term of three (3) calendar years, and two (2) available one (1) year renewal periods providing that satisfactory performance has been maintained by the Contractor, there is availability of appropriated funds, and that the County has a continued need for the services.

The County may consider extending any executed Agreement under mutually acceptable terms and conditions. However, the County is under no obligation to extend any executed Agreement. Moreover, it is expressly understood that the option of renewal and/or extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of any executed Agreement, including specifically, the Scope of Work/Services. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services.

In the event that an Agreement is attached to the RFP, such attached Agreement is for discussion purposes only, and not necessarily reflective of any Agreement that may be ultimately entered into by the County. In the event that an Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of an Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any proposal, negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until an Agreement has been executed by both the County and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

B. PERFORMANCE REVIEW

At any point in time during the term of the Agreement with the awarded firm(s), County Staff may review records of performance to ensure that the awarded firm is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that an awarded firm no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

C. TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the awarded Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein or as designated in the purchase order, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor.

D. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

E. LICENSES, PERMITS & CERTIFICATIONS

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Agreement. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in require licenses, permits, or certifications required for any portion of the work.

F. INSURANCE REQUIREMENTS

The Contractor shall not commence work under the awarded Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the awarded Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain throughout the duration of the Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain throughout the duration of the Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain throughout the duration of the Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain throughout the duration of the Agreement, adequate Workers' Compensation Insurance, in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

G. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Sub-Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Sub-Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

H. E-VERIFY

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

I. FORCE MAJEURE

If awarded on the basis of this proposal, the undersigned pledges to provide the services as specified in the Proposal and County Specifications barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

PART VI: – ATTACHMENTS/FORMS

COVER PAGE

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT
ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED
ENVELOPE OR CONTAINER TO:**

PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084

COMPANY NAME: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "A"

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ___ day of _____, 20__.

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this ___ day of _____, 20__, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "B"

AFFIDAVIT

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 21-78; Transportation of Cadavers.

The affiant further states that no more than one proposal for the above referenced service will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described service. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)

By _____

(Title)

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires: _____

VENDOR ON ALL COUNTY SERVICES MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "C"

CONFLICT OF INTEREST DISCLOSURE FORM

RFP Number/Description: RFP No 21-78; Transportation of Cadavers

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's/Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced service.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced service.

Legal Name of Respondent: _____

Authorized Representative(s):

_____	_____
Signature	Print Name/Title
_____	_____
Signature	Print Name/Title

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "D"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "E"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "E" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "E".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

If Respondents selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors or sub-consultants meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Respondent is **not** a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.

Signature – Authorized Respondent Representative

Printed Name & Title

Date of Signature

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "F"

CERTIFICATES OF INSURANCE

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part V: Contract Requirements; F. Insurance Requirements.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy here)

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "G"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the service owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has an owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "H"

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform any aspect of the required services. Attach brief but comprehensive resumes for each staff member listed below.

	Employee Name	Employee Title	# Years Employed	Total # Yrs. Experience

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "I"

RELATED EXPERIENCE

In this section, Respondents shall submit information on any and all contracts or engagements successfully completed in the last five (5) calendar years including services similar in scope to those described herein. Respondents must include the type of services performed, timeframe of performance, whether or not the contract was renewed/extended, and all contact information for a point of contact at the reference agency or organization.

1. Company Name: _____
Date(s) of Service: _____
Information (Type of Service): _____

Primary Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

2. Company Name: _____
Date(s) of Service: _____
Information (Type of Service): _____

Primary Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

3. Company Name: _____
Date(s) of Service: _____
Information (Type of Service): _____

Primary Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

4. Company Name: _____
Date(s) of Service: _____
Information (Type of Service): _____

Primary Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

5. Company Name: _____
Date(s) of Service: _____
Information (Type of Service): _____

Primary Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "J"

PRICING PROPOSAL FORM

Each Respondent shall submit Unit Prices for each of the types of pickups listed below. These prices shall remain firm throughout the duration of the Contract. Please enter the amount for each pickup in numerals and in words. In the event of a discrepancy between the amounts, the amount written in words shall be used as the correct bid price.

Unit Prices:

Item 1 is for the transportation per case from any location within St. Johns County Boundaries to the Medical Examiner's Office located in St. Augustine, FL. This unit price shall include any and all related service charges.

Item 1: \$ _____ Per Case (Amount in numerals)
_____ Per Case (Amount in words)

Item 2 is for the transportation per case from any location outside St. Johns County boundaries, not to exceed two hundred (200) miles, to the Medical Examiner's Office located in St. Augustine, FL. This unit price shall include any and all related service charges.

Item 2: \$ _____ Per Case (Amount in numerals)
_____ Per Case (Amount in words)

Respondents shall type or legibly print the Unit Price for each item in both numerals and words. If the County is unable to determine the proposed amount due to illegibility, the proposal may be removed from consideration for award.

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

ATTACHMENT "K"
E-VERIFY AFFIDAVIT

Contract No. _____

STATE OF _____
COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Consultant/Contractor") hereby swears or affirms as follows:

1. Consultant/Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, Consultant/Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFP NO: 21-78; TRANSPORTATION OF CADAVERS

OPTIONAL CHECKLIST

SECTION	PROPOSAL COMPONENTS	CHECK BOX
Section 1	Cover Page & Cover Letter	
Section 2	Related Experience	
Section 3	Staff Qualifications:	
	Attachment "H" – Key Personnel List	
	Attachment "I" – Related Experience	
Section 4	Proposed Pricing (Attachment "J" – Pricing Proposal Form)	
Section 5	Administrative Information	
	Attachment "A" – Affidavit of Solvency	
	Attachment "B" – St. Johns County Affidavit	
	Attachment "C" – Conflict of Interest Disclosure Form	
	Attachment "D" – Drug-Free Workplace Form	
	Attachment "E" – Local Preference Form	
	Attachment "F" – Certificates of Insurance	
	Attachment "G" – Claims, Liens, Litigation History	
	Attachment "K" – E-Verify Affidavit	
	Acknowledged (signed) Addenda (as posted)	

RFP NO: 21-78; TRANSPORTATION OF CADAVERS


SEALED RFP MAILING LABEL

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed RFP"**

SEALED RFP • DO NOT OPEN	
SEALED RFP #:	<u>RFP 21-78</u>
RFP TITLE:	<u>TRANSPORTATION OF CADAVERS</u>
DUE DATE/TIME:	<u>Thursday, April 15, 2021 No Later Than 4:00 P.M. EST</u>
SUBMITTED BY:	_____
	Company Name

	Company Address

	Company Address
DELIVER TO:	St. Johns County Purchasing 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT