

RESOLUTION NO. 2021 - 368

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO NEGOTIATIONS WITH NORTH FLORIDA REMOVAL & CLEANING SERVICE, INC., AND UPON SUCCESSFUL NEGOTIATIONS, AWARD AND EXECUTE AN AGREEMENT FOR PERFORMANCE OF THE REQUIRED SERVICES IN ACCORDANCE WITH RFP NO: 21-78R; 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: 21-78R; and

**WHEREAS**, through the County's formal RFP process, North Florida Removal & Cleaning Service, Inc. 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 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 North Florida Removal & Cleaning Service, Inc., 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 21-78R.

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 7 day of September, 2021.

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

By: Jeremiah R. Blocker  
Jeremiah R. Blocker, Chair

**ATTEST: ST. JOHNS COUNTY, FL  
CLERK OF THE CIRCUIT COURT & COMPTROLLER:**

Brandon J. Patty, Clerk

By: Pam Hatterman  
Deputy Clerk

RENDITION DATE 9/9/21





**CONTRACT AGREEMENT**  
**RFP No. 21-78R; 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 **North Florida Removal & Cleaning Service, Inc.** ("Contractor"), authorized to do business in the State of Florida, with offices located at PO Box 62293; Jacksonville, FL 32208; Phone: (904) 813-2670; and Email: [northfloridaremoval@yahoo.com](mailto:northfloridaremoval@yahoo.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 on October 1, 2021 and 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: 21-78R 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:

North Florida Removal & Cleaning Service, Inc.  
**Attn: Mr. David W. Johnson, Sr., President**  
PO Box 62293  
Jacksonville, FL 32208

**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](mailto:publicrecords@sjcfl.us)**

---

**RFP No. 21-78R; 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

**ATTEST:**

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

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**Legally Sufficient:**

\_\_\_\_\_  
Office of County Attorney

\_\_\_\_\_  
Date of Execution

**Contractor**

North Florida Removal & Cleaning  
Service, Inc. (Seal)

(Typed Name)

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**EXHIBIT A**  
**Pricing Proposal Form**

The rates provided herein shall be the basis for all compensation under this Agreement. The Contractor may request increases to these rates on an annual basis, in accordance with the most current Consumer Price Index (CPI) – All Urban (Area: South Urban) percentage. Requests for changes to the pricing must be submitted to the Purchasing Manager no later than sixty (60) calendar days prior to the anniversary date of the Agreement for review. If approved, changes to the rates shall be authorized through a Contract Amendment, and signed by both parties.

**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: \$ 165.00 Per Case (Amount in numerals)  
One Hundred Sixty-five 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: \$ 275.00 Per Case (Amount in numerals)  
Two Hundred and Seventy-five Dollars Per Case (Amount in words)



**St. Johns County Board of County Commissioners**

Purchasing Division

**NOTICE OF INTENT TO AWARD**

July 23, 2021

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

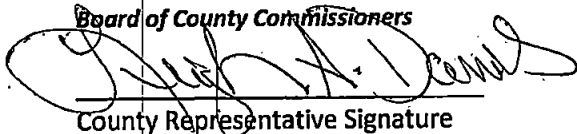
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract upon successful negotiations to North Florida Removal & cleaning Service, Inc. as the highest ranked firm(s) under RFP No. 21-78R; Transportation of Cadavers. This notice will remain posted to the St. Johns County Purchasing Department bulletin board until 12:00 PM, Wednesday, July 28, 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: 7/23/21

Leigh Daniels, CPPB  
Purchasing Manager  
(904) 209-0154 – Direct  
(904) 209-0150 – Main  
[ldaniels@sjcfl.us](mailto: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. 21-78R; Transportation of Cadavers  
DATE: July 16, 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 7/21/21  
Budget Amount \$164,200  
Account Funding Title Transportation  
Funding Charge Code 0050 - 54113  
Award to North Florida Removal + Cleaning  
Award Amount \$1105 / case



---

**RFP NO: 21-78R**  
**TRANSPORTATION OF CADAVERS**

---

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SANSEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084



**COMPANY NAME: NORTH FLORIDA REMOVAL & CLEANING SERVICE, INC.**

**CONTACT NAME & TITLE: DAVID W. JOHNSON, SR., PRESIDENT**

**CONTACT PHONE NUMBER: (904) 813-2670**

**CONTACT EMAIL ADDRESS: [NORTHFLORIDAREMOVAL@YAHOO.COM](mailto:NORTHFLORIDAREMOVAL@YAHOO.COM)**

**DATE: JULY 13, 2021**

**NORTH FLORIDA REMOVAL SERVICE, INC.  
POST OFFICE BOX 62293  
JACKSONVILLE, FLORIDA 32208  
(904) 813-2670**

July 13, 2021

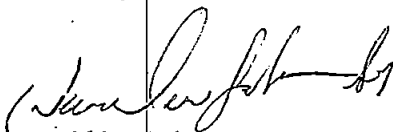
David W. Johnson, Sr.  
North Florida Removal Service  
Post Office Box 62293  
Jacksonville, Florida 32208  
(904) 813-2670

St. Johns County  
Purchasing Department  
500 San Sebastian View  
St. Augustine, Florida 32084

To Whom It May Concern:

Attached is our Request for Proposal #21-78R for Transportation of Cadavers for St. Johns County. This letter is being submitted to acknowledge that the response provided by North Florida Removal and Cleaning Service, Inc. (FEI #52-2406469) is based on the terms set forth in the Request for Proposal and all amendments. This letter also provides acknowledgement that David W. Johnson, Sr., is the President and authorized representative of the corporation and can be contacted at Post Office Box 62293, Jacksonville, Florida 32208, by email at northfloridaremoval@yahoo.com , or by phone at (904) 813-2670.

Thank you for this opportunity to work with the St. Johns County and we look forward to hearing from you.  
Sincerely,



David W. Johnson, Sr.  
President

Enclosure



## **Statement of Qualifications**

### **Mission Statement**

For the past decade, North Florida Removal Service has been recognized as one of the most respected transport services in North Florida. Our mission is to meet our client's needs in the timely and professional manner. North Florida Removal and Cleaning Service accomplishments are directly attributable to our core values: excellent service, respecting all people, building strong relationships, honesty, integrity, supporting our employees, and entrepreneurial spirit.

### **The North Florida Removal Service Advantage**

#### **COMPETENCE**

David Johnson, Sr., who is the President and Owner of the company bring a wealth of experience to the business. David began working in the funeral industry at an early age and has been able to maintain industry relationships as well as knowledge of industry changes. David has a bachelor's degree in Sociology from Edward Waters College and an associate degree in Mortuary Sciences from Florida State College at Jacksonville. The owner of the company does participate in continuing education and provides training to employees of the company. The owner has trained on Personal Protective Equipment (PPE) and Sensitivity training offered by the Medical Examiner's Office in 2014 and has continued to train North Florida staff annually. Further, PPE tools and equipment are utilized and worn to minimize exposure to a variety of hazards. Finally, sensitivity reinforced the need to treat the customer with dignity while remaining professional and compassionate.

North Florida Removal Service has performed body transport for the City of Jacksonville for the past ten plus years and has required personnel to continue to operate and meet the expectations of the City of Jacksonville. The company operates two vehicles with maintenance performed monthly, the requirement that two employees will respond to each case. The company has six employees, with supplies that consist of four stretchers (2 man cots), stretcher covers, linens, boots, biohazard suits, gloves, disinfectants and road hazard supplies. The company has the ability to offer refrigerator storage at its equipment holding facility located at 36 S. Sixth Street, Macclenny.

## **FINANCIAL RESPONSIBILITY**

North Florida Removal Service is an S Corporation established in 2003. The company has continued to operate under the same ownership for the past 15 years free of any past, present, or pending legal proceedings. For the past 15 years, the company has maintained a healthy banking relationship with Jax Federal Credit Union.

## **PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH CITY AGENCIES AND OTHERS**

North Florida Removal Service is currently performing the following:

- Body Transport Service for the City of Jacksonville, 2008-Present, Contact Kim Bynum, Office Manager, Medical Examiner Office, 904-255-4012
- Body Transport Service for Clay County, 2009-Present, Contact Deputy Chief, Richard Knoff, Clay County Public Safety
- Body Transport Services for several local funeral homes to include:
  - o Holmes-Glover-Solomon, Contact Rosa Walker, Director, 904-765-5215
  - o A. B. Coleman Mortuary, Inc., Contact Arlene B Coleman, FDIC, 904-768-0507
  - o Weston's Mortuary, Inc., Contact Hal E. Weston, 904-356-9955

## **CURRENT WORKLOAD**

North Florida Removal Service current workload includes:

- Body Transport Service for the City of Jacksonville, 2008-Present, Contact Tim Crutchfield, Office Manager, Medical Examiner Office, 904-255-4012
- Body Transport Services for several local funeral homes to include:
  - o Holmes-Glover-Solomon, Contact Rosa Walker, Director, 904-765-5215
  - o A. B. Coleman Mortuary, Inc., Contact Andrew B. Coleman, 904-768-0507

**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.

	<b>Employee Name</b>	<b>Employee Title</b>	<b># Years Employed</b>	<b>Total# Yrs. Experience</b>
	David W. Johnson, Sr.	President	21	28
	David W. Johnson, Jr.	Transport Assistant	3	3
	Moses H. Johnson	Transport Assistant	4	5
	Preston Jackson, Jr.	Transport Assistant	4	4
	John Thomas	Transport Assistant	3	6

**D A V I D W . J O H N S O N , S R .**

4137 Broad Creek Lane, Jacksonville, Florida 32218  
904-813-2670 • northfloridaremoval@yahoo.com

**PRESIDENT**

**Professional Summary**

To become a leader in the industry of body removal and transporting while continuing to grow the business in both revenue and personnel.

**PROFESSIONAL EXPERIENCE**

**North Florida Removal Service, Inc. • Jacksonville, Florida • 2000-Present**

**President of the company specializing in removing and transporting human remains.**

- Prime contractor on City contract.
- Prime contractor for a several funeral homes in the local community.
- North Florida Removal Service, Inc. • Jacksonville, Florida • 2000-Present

**Duval County Public Schools • Jacksonville, Florida • 1996-2000**

**Position Held**

**Teacher at Mattie V. Rutherford**

**EDUCATION**

**Bachelor in Science in Sociology, Edward Waters College, 1994**

**Associates Degree in Mortuary Science, Florida Community College at Jacksonville, 2003**

**SKILLS**

**Valid Florida Driver's License**

**PPE Trained**

# DAVID JOHNSON, JR.

4137 Broad Creek Lane, Jacksonville, Florida 32209  
904-885-7385

## Professional Summary

---

To obtain a position where my education, past work experience and skills are fully utilized.

---

## PROFESSIONAL EXPERIENCE

North Florida Removal Service, Inc. • Jacksonville, Florida • 2018-Present

Transport Assistant

- Experience in loading and unloading human remains.

## EDUCATION

High School

Florida State Community College at Jacksonville

## SKILLS

Valid Florida Driver's License

# **M O S E S H . J O H N S O N**

1966 College Circle, Jacksonville, FL 32209  
(904) 322-0953

## **Professional Summary**

To obtain a position where my education, past work experience and skills are fully utilized.

## **PROFESSIONAL EXPERIENCE**

**North Florida Removal Service, Inc. • Jacksonville, Florida • 2017-Present**

**Transport Assistant**

- Experience in loading and unloading human remains.

**Funeral Homes • Jacksonville, Florida • 2016-2017**

- Employed by a local funeral home responsible for assisting in burials.

## **EDUCATION**

**High School**

**Bethune Cookman University**

## **SKILLS**

**Valid Florida Driver's License**

# **P R E S T O N J A C K S O N , J R .**

501 N Ocean Street, #1403, Jacksonville, Florida 32202  
(904) 575-1812

## **Professional Summary**

---

To obtain a position where my education, past work experience and skills are fully utilized.

---

## **PROFESSIONAL EXPERIENCE**

North Florida Removal Service, Inc. • Jacksonville, Florida • 2017-Present

Transport Assistant

- Experience in loading and unloading human remains.

## **EDUCATION**

High School

Veteran, retired US Marine Corp.

## **SKILLS**

Valid Florida Driver's License

# **J O H N T H O M A S**

7015 Extine Road, North, Jacksonville, FL 32222  
(904) 380-1106

## **Professional Summary**

To obtain a position where my education, past work experience and skills are fully utilized.

## **PROFESSIONAL EXPERIENCE**

**North Florida Removal Service, Inc. • Jacksonville, Florida • 2018-Present**

**Transport Assistant**

- Experience in loading and unloading human remains.

**First Coast Transport • Jacksonville, Florida • 2015-2018**

- Experience in loading and unloading human remains.

## **EDUCATION**

**High School**

## **SKILLS**

**Valid Florida Driver's License**



**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: City of Jacksonville

Date(s) of Service: 2004 - Present

Information (Type of Service): Body Transport

Primary Contact Name and Title: Tim Crutchfield, Office Manager, Medical Examiner's Office

Contact Phone Number: 904-255-4012

Contact Email Address: tcrutchfield.coj.net

\*\*\*\*\*

2. Company Name: Holmes-Glover-Solomon Funeral Home

Date(s) of Service: 2001 - Present

Information (Type of Service): Body Transport

Primary Contact Name and Title: Rosa Walker, Director

Contact Phone Number: 904-765-5215

Contact Email Address: www.holmesgloversolomon.com

\*\*\*\*\*

3. Company Name: A. B. Coleman Mortuary, Inc.,

Date(s) of Service: 2010 - Present

Information (Type of Service): Body Transport

Primary Contact Name and Title: Arlene B Coleman, FDIC, Director

Contact Phone Number: 904-768-0507

Contact Email Address: www.abcolemanmortuary.net

\*\*\*\*\*

4. Company Name: Weston's Mortuary, Inc.  
Date(s) of Service: 2015 – Present  
Information (Type of Service): Body Transport

Primary Contact Name and Title: Hal E. Weston, Director

Contact Phone Number: 904-356-9955

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: \_\_\_\_\_

**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: \$ 165.00 Per Case (Amount in numerals)

One Hundred and Sixty Five 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: \$ 275.00 Per Case (Amount in numerals)

Two Hundred and Seventy Five Dollars Per Case (Amount in words)

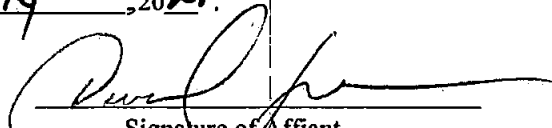
Respondents shall type or legibly print the Unit Price for each item in both numerals and words. If the County is unable to determine the proposed amount due to illegibility, the proposal may be removed from consideration for award.

**ATTACHMENT "A"**  
**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF North Florida Removal & Cleaning Service, Inc. of lawful age and being duly sworn I, David W. Johnson, Sr., President 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 14<sup>th</sup> day of July, 2021.

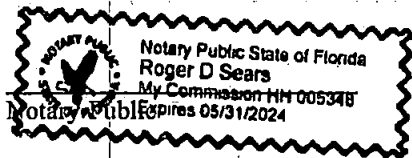
  
\_\_\_\_\_  
Signature of Affiant

STATE OF FLORIDA,

COUNTY OF DUVAL

Subscribed and sworn to before me this 14<sup>th</sup> day of July, 2021, by Driver's License

who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.



My commission expires:

May 31, 2021

**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 Duval . Before me, the undersigned authority, personally appeared David W. Johnson, Sr., who, being duly sworn, deposes and says he is the President/Owner of North Florida Removal and Cleaning Service, Inc., and the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 21-78R: 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.

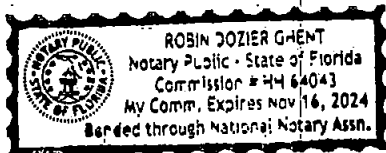
North Florida Removal and Cleaning Service, Inc.  
(Proposer)  
By David W. Johnson, Sr. *David W. Johnson*  
President  
(Title)

STATE OF FLORIDA  
COUNTY OF DUVAL

Subscribed and sworn to before me this 13 day of July, 2021, by DAVID W Johnson SR who personally appeared before me at the time of notarization and who is personally known to me or who has produced Personally known as identification.

*Robin Dozier Ghent*  
Notary Public

My commission expires: Nov. 16, 2024



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

ATTACHMENT "C"

CONFLICT OF INTEREST DISCLOSURE FORM

RFP Number/Description: RFP No 21-78R: 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.

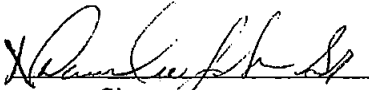
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

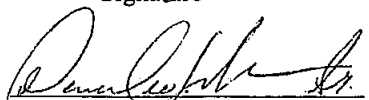
Please check the appropriate statement:

**X** 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: David W. Johnson, Sr.

Authorized Representative(s):  David W. Johnson, Sr. / President  
Signature Print Name/Title

 DAVID W. JOHNSON OWNER  
Signature Print Name/Title

**ATTACHMENT "D"**

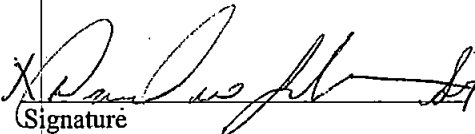
**DRUG-FREE WORKPLACE FORM**

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

North Florida Removal and Cleaning Service, Inc. does:

- I. 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)

X 7-13-21  
Date

**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.

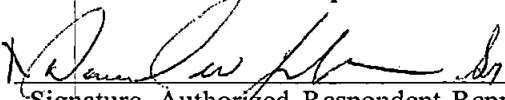
If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

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 XXXX

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

David W. Johnson, Sr.  
\_\_\_\_\_  
Printed Name & Title

7-13-21  
\_\_\_\_\_  
Date of Signature



**ATTACHMENT "F"**  
**CERTIFICATES OF INSURANCE**

**Respondent shall provide certificate 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)  
04/15/2020

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 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).

<b>PRODUCER</b> All Lines Insurance Agency P O Box 125840 Jacksonville, Fl. 32203	<b>CONTACT NAME:</b> Alejandro Santos <b>PHONE (A/C No. Ext):</b> 954-951-5341 <b>E-MAIL ADDRESS:</b> asantos3@allstate.com	<b>FAX (A/C No):</b> 904-768-1011
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> North Florida Removal Services, Inc. c/o David W. Johnson Sr. 4137 Broad Creek Ln. Jacksonville, Fl. 32218	<b>INSURER A:</b> Lexington Insurance Company	<b>NAIC #</b> 19437
	<b>INSURER B:</b> Allstate Property and Casualty Insurance	<b>NAIC #</b> 36455
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR The City Of Jacksonville  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	3BRPG-0000005700700	04/15/2020 12:01 AM	04/14/2021 12:01 AM	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01264-50-96R 7101	04/15/2020	04/14/2021
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability	Y/N <input type="checkbox"/>	20712-0714	04/15/2020	04/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000 Per Claim/Aggregate 1000000
B	Professional Liability	X	20712-0714	04/15/2020	04/14/2021	Per Claim/Aggregate 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Body Transportation, Body Removal and Bio Hazard Removal

### CERTIFICATE HOLDER

Medical Examiners Office, District 4  
2100 Jefferson St  
Jacksonville, Florida 32206

### 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

Ronald Anderson, CSR

Verified by PDFfiller  
05/07/2020



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

REMOVAL FACILITY

LICENSE PERIOD: DECEMBER 1, 2020 - NOVEMBER 30, 2022  
LICENSE NUMBER: F041527

The REMOVAL FACILITY indicated below is licensed under the provisions of Chapter 497 Florida Statutes.

Business Location: 4137 BROAD CREEK LANE, JACKSONVILLE, FL, 32218

NORTH FLORIDA REMOVAL SERVICE INC  
4137 BROAD CREEK LANE  
JACKSONVILLE FL 32218

Jimmy Patronis  
CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA



STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES

F041527

DECEMBER 1, 2020

REMOVAL FACILITY

NORTH FLORIDA REMOVAL SERVICE INC

IS LICENSED under the provisions of Ch. 497, F.S.

LICENSE PERIOD: DECEMBER 1, 2020 - NOVEMBER 30, 2022

Jimmy Patronis  
CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA



**2020-2021 BUSINESS TAX RECEIPT**

**DUVAL COUNTY TAX COLLECTOR**

231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370

Phone: (904) 830-1916, option 3; Fax: (904) 630-1432

Website: [www.coj.net/tc](http://www.coj.net/tc); Email: [taxcollector@coj.net](mailto:taxcollector@coj.net)

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.

This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2020 through September 30, 2021.

NORTH FLORIDA REMOVAL SERVICE INC  
DAVID W JOHNSON SR  
4137 BROAD CREEK LN  
JACKSONVILLE, FL 32218

**ACCOUNT NUMBER:** 32052  
**LOCATION ADDRESS:** 4137 BROAD CREEK LN  
JACKSONVILLE, FL 32218

**DESCRIPTION:** PROFESSION NOT OTHERWISE SPECIFIED **STATE LICENSE NO.:**

<b>COUNTY RECEIPT DESC:</b>	PROFESSION NOT OTHERWISE SPECIFIED	<b>COUNTY TAX:</b>	30.00
<b>MUNICIPAL RECEIPT DESC:</b>	MC 772.325-4	<b>MUNICIPAL TAX:</b>	50.00
		<b>TOTAL TAX PAID:</b>	80.00

**VALID UNTIL September 30, 2021**

**\*\*\*ATTENTION\*\*\***

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.  
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

DUVAL COUNTY TAX COLLECTOR

**THIS BECOMES A RECEIPT AFTER VALIDATION.**

PAID-319105.0009-0009 A16 09/08/2020 80.00

**2020 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P16000065151

Entity Name: NORTH FLORIDA REMOVAL & CLEANING SERVICE, INC.

**Current Principal Place of Business:**

4137 BROAD CREEK LANE  
JACKSONVILLE, FL 32218

**Current Mailing Address:**

4137 BROAD CREEK LANE  
JACKSONVILLE, FL 32218

FEI Number: 52-2406469

Certificate of Status Desired: No

**Name and Address of Current Registered Agent:**

JOHNSON, DAVID W SR.  
4137 BROAD CREEK LANE  
JACKSONVILLE, FL, FL 32218 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: DAVID W. JOHNSON, SR.

04/09/2020

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title P  
Name JOHNSON, DAVID W SR.  
Address 4137 BROAD CREEK LANE  
City-State-Zip: JACKSONVILLE FL 32218

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: DAVID W. JOHNSON, SR.

PRESIDENT

04/09/2020

Electronic Signature of Signing Officer/Director Detail

Date

**Document Images**

04/09/2020 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
05/01/2019 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
04/25/2018 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
10/15/2017 -- REINSTATEMENT	<a href="#">View image in PDF format</a>
08/05/2016 -- Domestic Profit	<a href="#">View image in PDF format</a>



Department of State / Division of Corporations / Search Records / Detail By Document Number /

### Detail by Entity Name

Florida Profit Corporation  
NORTH FLORIDA REMOVAL & CLEANING SERVICE, INC.

#### Filing Information

**Document Number** P16000065151  
**FE/EIN Number** 52-2406469  
**Date Filed** 08/05/2016  
**Effective Date** 08/01/2016  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 10/15/2017

#### Principal Address

4137 BROAD CREEK LANE  
JACKSONVILLE, FL 32218

#### Mailing Address

4137 BROAD CREEK LANE  
JACKSONVILLE, FL 32218

#### Registered Agent Name & Address

JOHNSON, DAVID W, SR.  
4137 BROAD CREEK LANE  
JACKSONVILLE, FL, FL 32218

Name Changed: 10/15/2017

#### Officer/Director Detail

##### **Name & Address**

Title P

JOHNSON, DAVID W, SR.  
4137 BROAD CREEK LANE  
JACKSONVILLE, FL 32218

#### Annual Reports

Report Year	Filed Date
2018	04/25/2018
2019	05/01/2019
2020	04/09/2020

CO/AGY 69/10

T# 1145090206  
B#

# FLORIDA VEHICLE REGISTRATION

PLATE **CRN5403**      DECAL      Expires **Midnight Tue 05/12/2020**

YR/MK	<b>2011/CHRY</b>	BODY	<b>VN</b>	COLOR	<b>DBL</b>
VIN	<b>2A4RR5DG7BR785895</b>	NET WT	<b>4652</b>	TITLE	<b>[REDACTED]</b>
Plate Type	<b>TDL</b>	DL/FEID	<b>[REDACTED]</b>	Date Issued	<b>04/13/2020</b>
		Plate Issued	<b>04/13/2020</b>		

COLOR  
TITLE

DBL

Reg. Tax	2.00
Init Reg.	
County Fee	
Mail Fee	
Sales Tax	
Voluntary Fees	
Grand Total	2.00

Class Code	13
Tax Months	0
Back Tax Mos	
Credit Class	
Credit Months	

### IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

**DAVID W JOHNSON**  
**4237 BROAD CREEK LN**  
**JACKSONVILLE, FL 32218**

10L - PRINT ON DEMAND TEMP PLATE



# FLORIDA VEHICLE REGISTRATION

CO/AGY 2 / 11

T# 1148861931  
B# 2237301

PLATE 048MPP DECAL 08231819 Expires Midnight Thu 9/9/2021

YR/MK 2006/CHEV BODY VN COLOR GRY  
VIN 1GCGG26V061218986  
Plate Type RGR NET WT 3840DL/FEID [REDACTED]  
Date Issued 6/12/2020 Plate Issued 10/13/2015

TRANSFER: X

Reg. Tax  
Init. Reg.  
County Fee  
Mail Fee  
Sales Tax  
Voluntary Fees  
Grand Total86.20 Class Code 1  
Tax Months 16  
6.00 Back Tax Mos  
Credit Class 1  
Credit Months  
92.20DAVID W JOHNSON  
4237 BROAD CREEK LN  
JACKSONVILLE, FL 32218

### IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGR - FLORIDA REGULAR

# FLORIDA VEHICLE REGISTRATION

CO/AGY 2 / 5

T# 1108343009  
B# 876513

PLATE DYMW83 DECAL 13503859 Expires Midnight Wed 9/9/2020

YR/MK 2010/DODG BODY VN COLOR WHI  
VIN 2D4RN6D1XAR341232  
Plate Type RGS NET WT 4500DL/FEID [REDACTED]  
Date Issued 9/10/2019 Plate Issued 6/8/2016Reg. Tax  
Init. Reg.  
County Fee  
Mail Fee  
Sales Tax  
Voluntary Fees  
Grand Total43.10 Class Code 1  
Tax Months 12  
3.00 Back Tax Mos  
Credit Class  
Credit Months  
46.10DAVID W JOHNSON  
4137 BROAD CREEK LN  
JACKSONVILLE, FL 32218-9189

### IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGS - SUNSHINE STATE

**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 XX If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: Zero Name (s) of the attorneys representing all parties: N/A

Amount actually recovered, if any: None

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 X 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)

**ATTACHMENT "K"**  
**E-VERIFY AFFIDAVIT**  
Contract No. \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

I, David W. Johnson, Sr. (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.

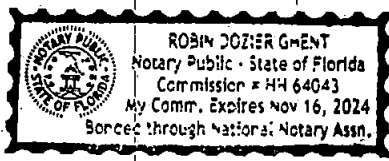
DATED this 13<sup>th</sup> day of July, 2021

[Signature]  
Signature of Affiant

David W. Johnson, Sr.  
Printed Name of Affiant

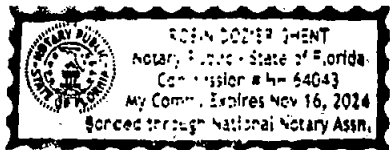
President  
Printed Title of Affiant

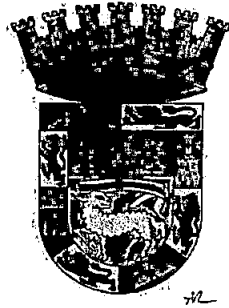
North Florida Removal and Cleaning Service, Inc.  
Full Legal Name of Consultant/Contractor



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

[Signature]  
Notary Public  
My Commission Expires: 11/16/2024





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

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

**TRANSPORTATION OF CADAVERS**

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

**FINAL: 6.17.21**

**RFP NO: 21-78R; TRANSPORTATION OF CADAVERS**

**TABLE OF CONTENTS**

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

**RFP NO: 21-78R; TRANSPORTATION OF CADAVERS**

**PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County is soliciting proposals for RFP No: 21-78R; 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, July 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](http://www.demandstar.com), or by calling 1-866-273-1863 and requesting Document #21-78R. 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](mailto:abacon@sjcfl.us). All questions related to this RFP must be submitted by or before **5:00PM EST on Thursday, July 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](mailto: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 21-78R: 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: 21-78R; 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. 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.

**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	June 21, 2021
Deadline for Questions	July 1, 2021
Issuance of Final Addendum	July 8, 2021
Proposal Submission Deadline	July 15, 2021
Evaluation of Proposals	July 22, 2021
Issue Final Contract	September 7, 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, July 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](mailto: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](mailto: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, July 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](http://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. 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.

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-imburement 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 through the Florida Department of Financial Services, Division of Funeral, Cemetery, and Consumer Services in accordance with Chapter 497, Florida Statutes; as well as St. Johns County.

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: 21-78R; 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: 21-78R; 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: 21-78R; 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: 21-78R; 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: 21-78R; 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: 21-78R; TRANSPORTATION OF CADAVERS**

**ATTACHMENT "C"**

**CONFLICT OF INTEREST DISCLOSURE FORM**

RFP Number/Description: RFP No 21-78R; 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: 21-78R; 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: 21-78R; 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: 21-78R; 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: 21-78R; 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: 21-78R; 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: 21-78R; 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: 21-78R; 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.

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.

RFP NO: 21-78R; 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: 21-78R; TRANSPORTATION OF CADAVERS**

**OPTIONAL CHECKLIST**


<b>SECTION</b>	<b>PROPOSAL COMPONENTS</b>	<b>CHECK BOX</b>
<b>Section 1</b>	Cover Page & Cover Letter	
<b>Section 2</b>	Related Experience	
<b>Section 3</b>	Staff Qualifications:	
	Attachment "H" – Key Personnel List	
	Attachment "I" – Related Experience	
<b>Section 4</b>	Proposed Pricing (Attachment "J" – Pricing Proposal Form)	
<b>Section 5</b>	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: 21-78R; 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"**

<b>SEALED RFP • DO NOT OPEN</b>	
<b>SEALED RFP #:</b>	<b>RFP 21-78R</b>
<b>RFP TITLE:</b>	<b>TRANSPORTATION OF CADAVERS</b>
<b>DUE DATE/TIME:</b>	<b>Thursday, July 15, 2021 No Later Than 4:00 P.M. EST</b>
<b>SUBMITTED BY:</b>	<b>Company Name</b>
	<b>Company Address</b>
	<b>Company Address</b>
<b>DELIVER TO:</b>	<b>St. Johns County Purchasing 500 San Sebastian View St St. Augustine, FL 32084</b>



**END OF DOCUMENT**