

RESOLUTION NO. 2022-122

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A CONTRACT AMENDMENT ALLOWING THE CONTINUED PIGGYBACK OF PUTNAM COUNTY CONTRACT #19-26 (BID #19-12) WITH KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC. FOR THE DURATION OF THE CONTRACT, TO PROVIDE TRANSPORTATION OF CADAVERS.

RECITALS

WHEREAS, St Johns County (County) seeks to continue utilizing transportation of cadavers services provided to the St. Johns County Medical Examiner's Office; and

WHEREAS, in accordance with section 302.6.5.4 of the St. Johns County Purchasing Manual, entitled "Piggyback or Cooperative Purchasing", the County is authorized to utilize these services subject to the terms and conditions of the Putnam County Contract #19-26 (Bid #19-12) ("Contract") with Karl N. Flagg Serenity Memorial Chapel, Inc.; and

WHEREAS, funds for services have been allocated and are available in Medical Examiner's annual budget; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract; and

WHEREAS, entering into the Contract serves a public purpose.

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 execute Contract Amendment #3 allowing the continued piggyback of Putnam County Contract #19-26 (Bid #19-12) with Karl N. Flagg Serenity Memorial Chapel, Inc. for the duration of the contract; subject to the terms, provisions, conditions and requirements of the Contract, to facilitate the continuation of services. Services provided shall not exceed the amount allocated and available in the Medical Examiner's annual budget for said purpose.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute a contract amendment in substantially the same form and format as attached for completion of the services as provided in Misc. 21-93.

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 19th day of April, 2022.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

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

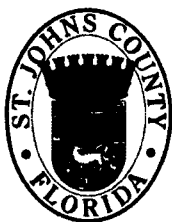
Christian Whitehurst, Vice-chair

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

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

Deputy Clerk

Rendition Date 4/21/22



# St. Johns County Board of County Commissioners

Purchasing Division

### CONTRACT AMENDMENT #3

Misc. 21-93; Transportation of Cadavers  
Master Contract No: 21-MAS-KAR-13811

**Consultant:** Karl N. Flagg Serenity Memorial Chapel, Inc.  
2400 Madison Street  
Palatka, FL 32177

Date: March 24, 2022

Contract Amendment No: 3 is hereby issued to amend the above referenced Master Contract as follows:

1. The contract time is hereby extended from 11:59 p.m. on May 9, 2022 through and until 11:59 p.m. on April 10, 2025 (based upon the piggybacking of Putnam County's Contract dated April 3, 2019 and Renewal #1 dated March 22, 2022).
2. Unit Pricing is hereby increased to \$525.00 per transport from any location within St Johns County boundaries to the St. Johns County Medical Examiner's Office.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County, and Contractor have executed this Amendment on the dates below noted.

_____	_____
Signature of County Representative	Date
<u>Leigh A. Daniels, CPPB – Purchasing Manager</u>	
Printed Name & Title – County Representative	

_____	_____
Signature of Contractor Representative	Date
_____	
Printed Name & Title	

**End of Amendment No: 3**



*~Serving Loving Families & Preserving Living Memories~*

2400 Madison Street • Palatka, FL 32177

Phone: (386) 312-0444 • Fax: (386) 312-0099

Email: [flaggserenity@gmail.com](mailto:flaggserenity@gmail.com) • Website: [www.flaggserenitychapel.com](http://www.flaggserenitychapel.com)

Karl N. Flagg, L.F.D.I.C. #F044147 • Karla N. Flagg-Wright, L.F.D. #F076141

March 30, 2022

Ms. April Bacon, Purchasing Buyer  
Board of County Commissioners  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

RE: 21-93 Transportation of Cadavers (SJC Requested Contract Extension)

Ms. Bacon:

We are hereby responding to your request that we, Karl N. Flagg Serenity Memorial Chapel, continue to provide transportation of cadaver services to the District 23 Medical Examiner's Office originating in St. Johns County. We are willing to fulfill the 30-day extension from April 10, 2022 through May 9, 2022 at the current rate. The pending new commitment is for a period commencing 12:01 a.m., Tuesday, May 10, 2022 through 11:59 p.m., Sunday, April 9, 2025, (based upon piggybacking Putnam County's contract #21-93.)

When the current contract was mutually executed, the rate of \$475.00 was applicable. Our rate for providing transportation services effective May 10, 2022 forward will include a fuel adjustment charge of \$50 increasing rate to \$525.00. Our W-9 IRS form and Federated Insurance policy naming St. Johns County as additionally insured hasn't been modified and is in your files. If and when authorized, our company is prepared to continue providing professional and efficient transportation of cadavers services.

Respectfully,

Karl N. Flagg, L.F.D.I.C. / C.E.O.

KNF/knfw

ATTEST:

  
Karla N. Flagg-Wright, L.F.D.

Putnam County Board of County Commissioners  
Bid No: 19-12  
Bid Name: Transportation of Cadavers

Renewal # 1

This is an Amendment/Renewal to the Contract entered into by and between Putnam County Board of County Commissioners (hereinafter referred to as "County") and Karl N. Flagg Serenity Memorial Chapel, Inc. (hereinafter referred to as "Contractor") dated April 3, 2019. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

**Renewal Option:**

Further pursuant to the original contract renewal clause the County hereby exercises its option to renew this contract under the same terms and conditions of the original contract, with exception to the fee schedule as shown attached hereto as Exhibit A, which commenced on April 10, 2019 to include the above named amendment. The renewal contract term shall commence on April 11, 2022 and shall terminate on April 10, 2025.

The contract shall renew with the same terms as the initial term, with exception to the fee schedule as shown attached hereto as Exhibit A.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and County have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Karl N. Flagg Serenity Memorial Chapel, Inc (COMPANY NAME)

Signature: Karl N. Flagg Title: CEO/LFDIC

Printed Name: KARL N FLAGG Date: 3-23-2022

WITNESS

Signed on behalf of Karl Flagg Serenity Memorial Chapel  
by (name of signatory) Karl Flagg, in the presence of:

Witness Signature: Leigh Doran Witness Printed Name: Leigh Doran

**Putnam County Board of County Commissioners:**

Signature: RWR Title: Chairman

Printed Name: Robert W. Pickens Date: 03/22/2022

WITNESS

Signed on behalf of Putnam County Board of County Commissioners by (name of signatory) Robert W Pickens, in the presence of:

Witness Signature: Jewea Bevilacqua Witness Printed Name: Laura Berardi

**RENEWAL FEE SCHEDULE**  
**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**COST PROPOSAL FORM**  
Attachment 'A'

Each Contractor shall submit Unit Prices for each of the types of transportation s listed below. These prices shall remain firm throughout the duration of the Contract, including any extensions of the Contract. Please enter the amount for each type of transportation 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 Putnam County boundaries to the District 23 Medical Examiner's Office located in St. Augustine, FL (one way trip). This unit price shall include any and all related service charges.

Item 1:	Per Case (Amount in numerals)	<u>\$275.00</u>	<b>Renewal Term 1</b> <u>\$325.00</u>
	Per Case (Amount in words)	<u>Two Hundred Seventy-Five and NO/100</u>	

Item 2 is for the transportation per case from any location outside Putnam County boundaries, not to exceed two hundred (200) miles, to the District 23 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)	<u>\$475.00</u>	<b>Renewal Term 1</b> <u>\$525.00</u>
	Per Case (Amount in words)	<u>Four Hundred Seventy-Five and NO/100</u>	

\*\* The County expects very few Item 2 transports and therefore the bid for Item 1 will carry the greatest weight.

## **AGREEMENT FOR CONTRACTOR SERVICES**

This Agreement made as of this 3rd day of April, 2019, by and between Putnam County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and Karl N. Flagg Serenity Memorial Chapel, Inc. {} an individual, {X} a corporation, {} a partnership, authorized to do business in the State of Florida (the "CONTRACTOR"), whose address is 2400 Madison Street, Palatka, FL 32177.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

### **ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Agreement is for the Transportation of Cadavers (See Bid Document Package & RFP Response as submitted by Karl N. Flagg Serenity Memorial Chapel, Inc. Attached as Exhibit A & B, respectively), as per Call for Bids 19-12.

Services of the CONTRACTOR shall be under the general direction of the County General Services Director, who shall act as the County's representative during the performance of this Agreement.

### **ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on April 10, 2019, for a period of three (3) years thru April 9, 2022. The county has the option to extend this agreement for one (1) additional three (3) year period. The extension of this Contract Agreement shall be contingent upon satisfactory performance by the Contractor and the approval of the County. The County is under no obligation under this contract to exercise any of the available extensions.

### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The County shall pay the CONTRACTOR for services satisfactorily performed, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the County monthly.
- B. The invoice received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the initiating County department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. The invoice must reference the bid number, the current purchase order number (if any) and specify the work performed.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that he/she has reviewed the scope of work and no change

orders are anticipated.

#### **ARTICLE 4 - TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, Putnam County shall provide written notification of 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 noncompliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by Putnam County for cause, upon giving twenty-one (21) consecutive calendar days written notice to the Contractor.

This Agreement may be terminated by CONTRACTOR on 30 days prior written notice to the COUNTY in event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of CONTRACTOR. It may also be terminated by COUNTY, without cause, upon thirty (30) days written notice to the Contractor of intention to do so. Unless the CONTRACTOR is in breach of this Agreement, the contractor shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 5 - PERSONNEL**

The Contractor shall be responsible for hiring sufficient staff to provide all of the services required under this agreement. Any and all employees must be at least eighteen (18) years of age.

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 6 - SUBCONTRACTING**

The Contractor is not permitted to utilize sub-contractors for any aspect of the services required under this Agreement.

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S tax exemption number in securing such materials.

The CONTRACTOR shall be responsible for payment of all his/her own taxes due as a result of this Agreement.

#### **ARTICLE 8 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners of Putnam County.

#### **ARTICLE 9 - INSURANCE**

- A. The CONTRACTOR shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to County. All policies shall be occurrence form policies and shall name County as an additional insured, with the premiums thereon fully paid by CONTRACTOR on or before their due date. The liability insurance policy shall afford minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof.

Required insurance shall be documented in Certificates of Insurance which provide that County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to County at least 15 days prior to coverage renewals.

If requested by County, CONTRACTOR shall furnish complete copies of its insurance



policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of County, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverages required by law.

CONTRACTOR's maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

If checked below, the County requires the following additional types of insurance:

Builders Risk. The CONTRACTOR shall provide Builders Risk insurance to cover the property for all risks of loss. The policy shall be for the full value of the improvements and include the County as an additional insured as its interest may appear.

Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Coverage shall include hired and non-owned auto liability also.

#### **ARTICLE 10 - INDEMNIFICATION**

The CONTRACTOR shall indemnify and save harmless and defend the COUNTY, its agents, servants and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any act or omission of the CONTRACTOR, its agents, servants, or employees, or which otherwise arises in connection with, the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action included in the paragraph above and for which the COUNTY, its agents, servants or employees are also alleged to be liable.

#### **ARTICLE 11 - SUCCESSOR AND ASSIGNS**

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, legal representatives and permitted assigns.

Neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Agreement without the prior 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 12 - REMEDIES**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Putnam County. No remedy herein conferred upon any party is intended to be exclusive of 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 of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 13 - UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code as may be in effect from time to time in Florida may, as applicable, prevail as the basis for determining the rights and obligations of the CONTRACTOR and the COUNTY hereunder.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for by applicable law. The CONTRACTOR further represents that no person having any such 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 as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 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 may, at his/her option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Agreement.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

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

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the timeframes set forth in this agreement may be amended by written agreement by the CONTRACTORS and the County Administrator; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

#### **ARTICLE 17 - 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.

The COUNTY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

#### **ARTICLE 18 - PRESS RELEASES AND CONFIDENTIALITY OF INFORMATION**

CONTRACTOR agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made or generated by CONTRACTOR or its employees without COUNTY'S prior written consent. CONTRACTOR shall require all Subcontractors and Suppliers to agree in writing to be bound by the provisions of this paragraph.

#### **ARTICLE 19 - PUBLIC RECORDS COMPLIANCE**

CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN**

**OF PUBLIC RECORDS AT: PUTNAM COUNTY ATTORNEY, (386) 329-1903, pr-requests@PUTNAM-FL.COM, 2509 CRILL AVENUE, SUITE 200, PALATKA, FL 32177.**

If CONTRACTOR will act on behalf of COUNTY, as provided under Section 119.011(2), Florida Statutes, CONTRACTOR, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by COUNTY to perform the service;
2. Upon request from COUNTY'S custodian of public records, provide 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 provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the contract if CONTRACTOR does not transfer the public records to COUNTY;
4. Upon completion of the contract transfer, at no cost to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY; and
5. If CONTRACTOR does not comply with a public records request, COUNTY shall enforce the Contract provisions in accordance with the Contract.
6. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
7. If a civil action is filed against CONTRACTOR to compel production of public records relating to COUNTY'S contract for services, the court shall assess and awards against CONTRACTOR the reasonable costs of enforcements, including attorney fees in accordance with Section 119.0701, Florida Statutes.

#### **ARTICLE 20 – AUDITING, RECORDS AND INSPECTION**

In the performance of this Contract, CONTRACTOR shall keep books, records and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of COUNTY and shall be retained by CONTRACTOR, for a period of three years after termination or completion of the Contract or until the full COUNTY audit is complete, whichever comes first. COUNTY shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119,

Florida Statutes. COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of COUNTY. COUNTY has the right to terminate this Contract based upon the findings in this audit without regard to any notice requirement for termination.

#### **ARTICLE 21 - 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.

#### **ARTICLE 22 - CONTINGENT FEES**

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, a commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 23 - 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, national origin or other status protected by law.

#### **ARTICLE 24 - AMENDMENT**

Unless expressly allowed herein, none of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

#### **ARTICLE 25 - 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 provision, the successful or prevailing party or parties shall be entitled to recover reasonable

attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 26 - AUTHORITY TO PRACTICE/LAWS RULES AND REGULATIONS**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and all personnel will maintain licensures indicated in the proposal, and that it will at all times conduct its business activities in a reputable manner. The CONTRACTOR agrees that it will abide by all laws, rules and regulations in performance of the Agreement.

#### **ARTICLE 27 – SOVEREIGN IMMUNITY**

COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contracts, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

#### **ARTICLE 28 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, CONTRACTOR must:

1. Enroll in the E-Verify Program;
2. Use E-Verify to verify the employment eligibility of all new hires working in the United States, except if CONTRACTOR is a state or local government, CONTRACTOR may choose to verify only new hires assigned to the Contract;
3. Use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
4. Include these requirements in certain subcontracts, such as construction.

Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

## **ARTICLE 29 – SCRUTINIZED COMPANIES**

This Contract may be terminated by COUNTY, without penalty to COUNTY:

1. In the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes; or

2. If COUNTY determines that CONTRACTOR falsely certified to COUNTY that CONTRACTOR is not listed as a scrutinized company.

Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

## **ARTICLE 30 - SEVERABILITY**

If any term or provision on 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 terms or provisions 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 31 - MODIFICATION**

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 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 affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties. Contract amendments affecting price changes may be made on behalf of the County in writing signed by the County Administrator subject to those limits set forth in the County's Purchasing Ordinance.

## **ARTICLE 32 - CONTRACT DOCUMENTS**

The other documents which comprise the entire agreement are attached hereto, made a part hereof and consist of the following:

- A. Exhibit A - Request For Proposal Specifications Document, any Addenda and Responses
- B. Exhibit B - Proposers Response(s) to Request for Proposal including all docs, forms and information submitted in response to the RFP 19-12

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

### **ARTICLE 33 - NOTICE**

Each notice or communication under this Contract shall be deemed delivered and received if in writing and either: (a) personally delivered; (b) delivered by reliable overnight air courier service; (c) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to CONTRACTOR or COUNTY, as appropriate, or d) sent by email transmission providing proof of transmission (provided, that a copy of such email notice is also forwarded by one of the other methods provided above). Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third (3rd) day following the date postmarked by the United States Postal Service, or on the second (2nd) day following the date accepted by the courier service.




IN WITNESS WHEREOF, the Board of County Commissioners of Putnam County, Florida has made and executed this Agreement on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand as of the day and year first above written.

ATTEST:  
TIM SMITH, CLERK

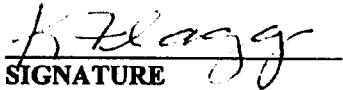
PUTNAM COUNTY BOARD OF  
COUNTY COMMISSIONERS:

BY:   
Clerk or Deputy Clerk

BY:   
Chairman

WITNESS:

CONTRACTOR:


  
SIGNATURE

KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC.  
COMPANY NAME

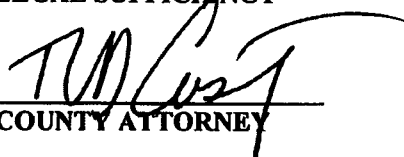
Kandyce Flagg  
NAME (TYPE OR PRINT)

KARL N. FLAGG  
NAME (Karl N. Flagg)

President/Chief Executive Officer  
TITLE

  
SIGNATURE

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY:   
COUNTY ATTORNEY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/04/2019

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

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

PRODUCER Norman Insurance Advisors LLC 798 North Ponce de Leon Blvd.  St. Augustine FL 32084	CONTACT NAME: Andrew M Norman
	PHONE (A/C, No, Ext): (904) 819-5949 FAX (A/C, No): (904) 819-5951 E-MAIL ADDRESS: admin@normaninsuranceadvisors.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Old Dominion Insurance Company NAIC # 40231	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED (386) 312-0444  
Karl N Flagg Serenity Memorial Chapel Inc  
2400 Madison St  
Palatka FL 32177

COVERAGES CERTIFICATE NUMBER: Cert ID 5362 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BPT0290R	01/28/2019	01/28/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY			B1T0290R	01/20/2019	01/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCT0290R	01/28/2019	01/28/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Putnam County Board of County Commission 2509 Crill Avenue, Suite 200  Palatka FL 32177	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 

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**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**COST PROPOSAL FORM**  
Attachment 'A'

Each Contractor shall submit Unit Prices for each of the types of transportation s listed below. These prices shall remain firm throughout the duration of the Contract, including any extensions of the Contract. Please enter the amount for each type of transportation 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 Putnam County boundaries to the District 23 Medical Examiner's Office located in St. Augustine, FL (one way trip). This unit price shall include any and all related service charges.

Item 1:	Per Case (Amount in numerals)	<u>\$275.00</u>
	Per Case (Amount in words)	<u>Two Hundred Seventy-Five and NO/100</u>

Item 2 is for the transportation per case from any location outside Putnam County boundaries, not to exceed two hundred (200) miles, to the District 23 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)	<u>\$475.00</u>
	Per Case (Amount in words)	<u>Four Hundred Seventy-Five and NO/100</u>

\*\* The County expects very few Item 2 transports and therefore the bid for Item 1 will carry the greatest weight.

**REQUEST FOR APPROVAL  
ST JOHNS COUNTY PURCHASING**

**SUBJECT:** Transportation of Cadavers

**SUGGESTED VENDOR:** Karl N. Flagg Serenity Memorial Chapel, Inc. **ESTIMATE:** \$ 20,000.00

**REASON FOR REQUEST:**

- A.  Standardization
- B.  Spare Parts
- C.  Replacement Parts

- D.  Only Known Supplier
- E.  Delay of Construction Contractor
- F.  Environmental Urgency

**PURCHASING POLICY NUMBER:**

- G.  Public Safety Emergency
- H.  Time Restriction
- I.  Other

**BUDGET ACCOUNT NO/DESCRIPTION:** 0050-54113 Transportation **BUDGETED AMOUNT:** \$ 64,200.00

On June 10, 2021 we were informed that Kotrady Hudgins Funeral Services, LLC withdrew their proposal for the new contract for RFP 21-78 and that their last day would be Tuesday, June 15, 2021.

Due to immediate need we request to piggyback Putnam County's contract with Karl N. Flagg Serenity Memorial Chapel, Inc. on an emergency temporary basis until the service can be properly resolicited.

**REQUISITIONER:** *Kelly S. Bowen*

**DATE:** *6/15/21*

**DEPT. MANAGER:** *Frederic Public*

**DATE:** *6-15-21*

**DIVISION MANAGER:**

**DATE:**

**PURCHASING REVIEW**

- DISPOSITION:**
- A.  Concurs with Request
  - B.  Does not concur with Request
  - C.  Requires approval(s) as listed below

**COMMENTS:** *Per Purchasing Policy 302.70.5.4 Piggybacking Putnam County's contract is acceptable.*

**BUYER:**

**DATE:**

**PURCHASING MANAGER:** *[Signature]*

**DATE:** *6/15/21*

**MANAGEMENT REVIEW**

- DISPOSITION:**
- A.  Concurs with Request
  - B.  Does not concur with Request

**COMMENTS:**

\_\_\_ Brad Bradley, Deputy Administrator / Chief of Staff

**DATE:**

\_\_\_ Joy Andrews, Deputy Administrator of Strategic Affairs

**DATE:**

\_\_\_ Hunter S. Conrad, County Administrator

**DATE:**

(Use reverse side for additional comments)  
Return to Purchasing when completed.

Revised 01/08/20

ST JOHNS COUNTY

JUN 15 21

PURCHASING

**From:** Karl Flagg  
**To:** April Bacon  
**Subject:** Re: Transportation of Cadavers  
**Date:** Tuesday, June 15, 2021 9:12:57 AM  
**Attachments:** [image003.png](#)  
[image004.png](#)

---

Our rate for providing these transportation services will be \$350.00. Thanks.

Respectfully,  
Karl N. Flagg, LFDIC

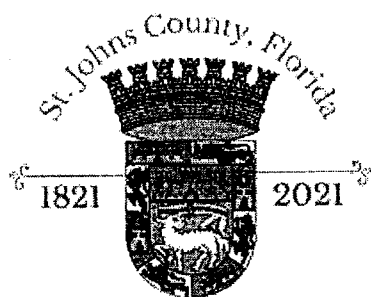
On Tue, Jun 15, 2021 at 08:58 April Bacon <[abacon@sjcfl.us](mailto:abacon@sjcfl.us)> wrote:

Good Morning Mr. Flagg,

Can you kindly confirm your rate for providing these services to us?

Thank you,

*April Bacon*



April Bacon

Purchasing Buyer

Board of County Commissioners

500 San Sebastian View

St. Augustine, FL 32084

(904) 209-0160

[abacon@sjcfl.us](mailto:abacon@sjcfl.us)

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

**From:** Karl Flagg <[flaggserenity@gmail.com](mailto:flaggserenity@gmail.com)>  
**Sent:** Tuesday, June 15, 2021 7:15 AM  
**To:** April Bacon <[abacon@sjcfl.us](mailto:abacon@sjcfl.us)>  
**Subject:** Transportation of Cadavers

April Bacon, Purchasing Buyer  
Board of County Commissioners  
St. Johns County  
500 San Sebastián View  
St. Augustine, FL 32084

Good Morning:

This response is to confirm that Karl N. Flagg Serenity Memorial Chapel is willing to fulfill the obligation of transporting cadavers to the District 23 Medical Examiner's office on behalf of St. Johns County until the beginning of September, 2021. We realize that time is of the essence and understand that this confirmation requires reasonable, negotiated terms and conditions. Be assured, we can reach concurrence by or before 12 noon TODAY.

*Respectfully,*

*Karl N. Flagg, CEO*

*Karl N. Flagg Serenity Memorial Chapel*

*2400 Madison St, Palatka, FL 32177*

*Email: [flaggserenity@gmail.com](mailto:flaggserenity@gmail.com)*

Begin forwarded message:

**From:** April Bacon <[abacon@sjcfl.us](mailto:abacon@sjcfl.us)>  
**Date:** June 14, 2021 at 14:00:50 EDT  
**To:** [kflagg@bellsouth.net](mailto:kflagg@bellsouth.net)  
**Subject:** Transportation of Cadavers

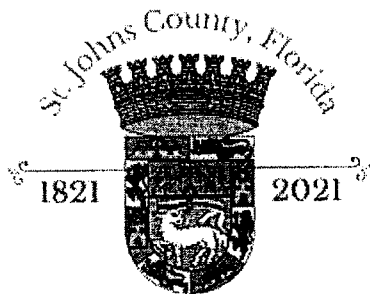
Good Afternoon,

St. Johns County is requesting to piggyback off of your contract with Putnam County. We would like to piggyback this contract until the beginning of September. Could you please respond to this email confirming that this is acceptable to you? Also, if you could confirm the contracted rates that would apply to SJC.

Please let me know if you have any questions.

Thank you,

*April Bacon*



*Celebrating 200 Years of Excellence*  
(904) 209-0160

[abacon@sjcfl.us](mailto:abacon@sjcfl.us)

April Bacon  
Purchasing Buyer  
Board of County Commissioners  
500 San Sebastian View  
St. Augustine, FL 32084

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

--

Respectfully,

Rev. Karl N. Flagg, LFDIC  
Karl N. Flagg-Wright, LFD

**CAUTION:** This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you believe this message is fraudulent or malicious, please contact MIS for further assistance.

--

Respectfully,

Rev. Karl N. Flagg, LFDIC  
Karl N. Flagg-Wright, LFD



**CAUTION:**

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fraudulent  
or  
malicious,  
please  
contact MIS  
for further  
assistance.

## April Bacon

---

**From:** julianne young <julianne.young@putnam-fl.com>  
**Sent:** Monday, June 14, 2021 1:45 PM  
**To:** April Bacon  
**Subject:** RE: [EXTERNAL] RE: RFP No. 19-12; Transportation of Cadavers

April  
You are more than welcome to piggyback this contract.  
Let me know if you need any additional information.

Julianne Young  
Deputy County Administrator  
Putnam County Board of County Commissioners  
2509 Crill Avenue, Suite 200  
Palatka, FL 32177  
(386) 329-0370



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**From:** April Bacon [mailto:abacon@sjcfl.us]  
**Sent:** Monday, June 14, 2021 12:47 PM  
**To:** julianne young <julianne.young@putnam-fl.com>  
**Subject:** [EXTERNAL] RE: RFP No. 19-12; Transportation of Cadavers

Good Afternoon,

We would like to get authorization from you to piggyback off of your contract with Karl N. Flagg Serenity Memorial Chapel, Inc. for the above referenced services.

Please let me know if you should have any questions.

Thank you,

*April Bacon*



April Bacon  
Purchasing Buyer  
Board of County Commissioners  
500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0160  
[abacon@sjcfl.us](mailto:abacon@sjcfl.us)

**PLEASE NOTE:** Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

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**DISCLAIMER NOTICE:**

This email, along with any included attachment(s), is intended for use only by the person(s) or entity to which it is addressed. This message may contain confidential, proprietary, and/or legally privileged information. If you are not the intended recipient of this message, we apologize for any inconvenience this may have caused. You are hereby notified that you are prohibited from printing, copying, storing, disseminating or distributing this communication. If you received this communication in error, please notify the sender by email. All record of the communication you received in error (electronic or otherwise) should be destroyed in its entirety. Thank you for your cooperation and assistance in this matter.

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**CAUTION:** This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you believe this message is fraudulent or malicious, please contact MIS for further assistance.

## **AGREEMENT FOR CONTRACTOR SERVICES**

This Agreement made as of this 3rd day of April, 2019, by and between Putnam County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and Karl N. Flagg Serenity Memorial Chapel, Inc. {} an individual, {X} a corporation, {} a partnership, authorized to do business in the State of Florida (the "CONTRACTOR"), whose address is 2400 Madison Street, Palatka, FL 32177.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

### **ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Agreement is for the Transportation of Cadavers (See Bid Document Package & RFP Response as submitted by Karl N. Flagg Serenity Memorial Chapel, Inc. Attached as Exhibit A & B, respectively), as per Call for Bids 19-12.

Services of the CONTRACTOR shall be under the general direction of the County General Services Director, who shall act as the County's representative during the performance of this Agreement.

### **ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on April 10, 2019, for a period of three (3) years thru April 9, 2022. The county has the option to extend this agreement for one (1) additional three (3) year period. The extension of this Contract Agreement shall be contingent upon satisfactory performance by the Contractor and the approval of the County. The County is under no obligation under this contract to exercise any of the available extensions.

### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The County shall pay the CONTRACTOR for services satisfactorily performed, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the County monthly.
- B. The invoice received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the initiating County department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. The invoice must reference the bid number, the current purchase order number (if any) and specify the work performed.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that he/she has reviewed the scope of work and no change

orders are anticipated.

#### **ARTICLE 4 - TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, Putnam County shall provide written notification of 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 noncompliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by Putnam County for cause, upon giving twenty-one (21) consecutive calendar days written notice to the Contractor.

This Agreement may be terminated by CONTRACTOR on 30 days prior written notice to the COUNTY in event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of CONTRACTOR. It may also be terminated by COUNTY, without cause, upon thirty (30) days written notice to the Contractor of intention to do so. Unless the CONTRACTOR is in breach of this Agreement, the contractor shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 5 - PERSONNEL**

The Contractor shall be responsible for hiring sufficient staff to provide all of the services required under this agreement. Any and all employees must be at least eighteen (18) years of age.

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 6 - SUBCONTRACTING**

The Contractor is not permitted to utilize sub-contractors for any aspect of the services required under this Agreement.

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S tax exemption number in securing such materials.

The CONTRACTOR shall be responsible for payment of all his/her own taxes due as a result of this Agreement.

#### **ARTICLE 8 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners of Putnam County.

#### **ARTICLE 9 - INSURANCE**

- A. The CONTRACTOR shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to County. All policies shall be occurrence form policies and shall name County as an additional insured, with the premiums thereon fully paid by CONTRACTOR on or before their due date. The liability insurance policy shall afford minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof.

Required insurance shall be documented in Certificates of Insurance which provide that County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to County at least 15 days prior to coverage renewals.

If requested by County, CONTRACTOR shall furnish complete copies of its insurance

policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of County, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverages required by law.

CONTRACTOR's maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

If checked below, the County requires the following additional types of insurance:

       Builders Risk. The CONTRACTOR shall provide Builders Risk insurance to cover the property for all risks of loss. The policy shall be for the full value of the improvements and include the County as an additional insured as its interest may appear.

  X   Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Coverage shall include hired and non-owned auto liability also.

#### **ARTICLE 10 - INDEMNIFICATION**

The CONTRACTOR shall indemnify and save harmless and defend the COUNTY, its agents, servants and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any act or omission of the CONTRACTOR, its agents, servants, or employees, or which otherwise arises in connection with, the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action included in the paragraph above and for which the COUNTY, its agents, servants or employees are also alleged to be liable.

#### **ARTICLE 11 - SUCCESSOR AND ASSIGNS**

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, legal representatives and permitted assigns.

Neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Agreement without the prior 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 12 - REMEDIES**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Putnam County. No remedy herein conferred upon any party is intended to be exclusive of 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 of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 13 - UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code as may be in effect from time to time in Florida may, as applicable, prevail as the basis for determining the rights and obligations of the CONTRACTOR and the COUNTY hereunder.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for by applicable law. The CONTRACTOR further represents that no person having any such 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 as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 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 may, at his/her option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Agreement.



#### **ARTICLE 15 - EXCUSABLE DELAYS**

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

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the timeframes set forth in this agreement may be amended by written agreement by the CONTRACTORS and the County Administrator; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

#### **ARTICLE 17 - 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.

The COUNTY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

#### **ARTICLE 18 - PRESS RELEASES AND CONFIDENTIALITY OF INFORMATION**

CONTRACTOR agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made or generated by CONTRACTOR or its employees without COUNTY'S prior written consent. CONTRACTOR shall require all Subcontractors and Suppliers to agree in writing to be bound by the provisions of this paragraph.

#### **ARTICLE 19 - PUBLIC RECORDS COMPLIANCE**

CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN**

**OF PUBLIC RECORDS AT: PUTNAM COUNTY ATTORNEY, (386) 329-1903, pr-requests@PUTNAM-FL.COM, 2509 CRILL AVENUE, SUITE 200, PALATKA, FL 32177.**

If CONTRACTOR will act on behalf of COUNTY, as provided under Section 119.011(2), Florida Statutes, CONTRACTOR, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by COUNTY to perform the service;
2. Upon request from COUNTY'S custodian of public records, provide 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 provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the contract if CONTRACTOR does not transfer the public records to COUNTY;
4. Upon completion of the contract transfer, at no cost to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY; and
5. If CONTRACTOR does not comply with a public records request, COUNTY shall enforce the Contract provisions in accordance with the Contract.
6. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
7. If a civil action is filed against CONTRACTOR to compel production of public records relating to COUNTY'S contract for services, the court shall assess and awards against CONTRACTOR the reasonable costs of enforcements, including attorney fees in accordance with Section 119.0701, Florida Statutes.

#### **ARTICLE 20 – AUDITING, RECORDS AND INSPECTION**

In the performance of this Contract, CONTRACTOR shall keep books, records and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of COUNTY and shall be retained by CONTRACTOR, for a period of three years after termination or completion of the Contract or until the full COUNTY audit is complete, whichever comes first. COUNTY shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119,

Florida Statutes. COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of COUNTY. COUNTY has the right to terminate this Contract based upon the findings in this audit without regard to any notice requirement for termination.

#### **ARTICLE 21 - 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.

#### **ARTICLE 22 - CONTINGENT FEES**

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, a commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 23 - 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, national origin or other status protected by law.

#### **ARTICLE 24 - AMENDMENT**

Unless expressly allowed herein, none of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

#### **ARTICLE 25 - 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 provision, the successful or prevailing party or parties shall be entitled to recover reasonable

attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 26 - AUTHORITY TO PRACTICE/LAWS RULES AND REGULATIONS**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and all personnel will maintain licensures indicated in the proposal, and that it will at all times conduct its business activities in a reputable manner. The CONTRACTOR agrees that it will abide by all laws, rules and regulations in performance of the Agreement.

#### **ARTICLE 27 – SOVEREIGN IMMUNITY**

COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contracts, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

#### **ARTICLE 28 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, CONTRACTOR must:

1. Enroll in the E-Verify Program;
2. Use E-Verify to verify the employment eligibility of all new hires working in the United States, except if CONTRACTOR is a state or local government, CONTRACTOR may choose to verify only new hires assigned to the Contract;
3. Use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
4. Include these requirements in certain subcontracts, such as construction.

Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

## **ARTICLE 29 – SCRUTINIZED COMPANIES**

This Contract may be terminated by COUNTY, without penalty to COUNTY:

1. In the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes; or

2. If COUNTY determines that CONTRACTOR falsely certified to COUNTY that CONTRACTOR is not listed as a scrutinized company.

Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

## **ARTICLE 30 - SEVERABILITY**

If any term or provision on 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 terms or provisions 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 31 - MODIFICATION**

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 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 affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties. Contract amendments affecting price changes may be made on behalf of the County in writing signed by the County Administrator subject to those limits set forth in the County's Purchasing Ordinance.

## **ARTICLE 32 - CONTRACT DOCUMENTS**

The other documents which comprise the entire agreement are attached hereto, made a part hereof and consist of the following:

- A. Exhibit A - Request For Proposal Specifications Document, any Addenda and Responses
- B. Exhibit B - Proposers Response(s) to Request for Proposal including all docs, forms and information submitted in response to the RFP 19-12

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

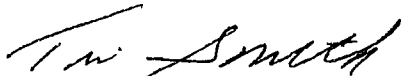
### **ARTICLE 33 - NOTICE**


Each notice or communication under this Contract shall be deemed delivered and received if in writing and either: (a) personally delivered; (b) delivered by reliable overnight air courier service; (c) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to CONTRACTOR or COUNTY, as appropriate, or d) sent by email transmission providing proof of transmission (provided, that a copy of such email notice is also forwarded by one of the other methods provided above). Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third (3rd) day following the date postmarked by the United States Postal Service, or on the second (2nd) day following the date accepted by the courier service.

IN WITNESS WHEREOF, the Board of County Commissioners of Putnam County, Florida has made and executed this Agreement on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand as of the day and year first above written.

**ATTEST:**  
**TIM SMITH, CLERK**


**PUTNAM COUNTY BOARD OF  
COUNTY COMMISSIONERS:**

BY:   
Clerk or Deputy Clerk

BY:   
Chairman

**WITNESS:**

**CONTRACTOR:**

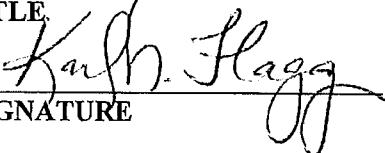
  
SIGNATURE

KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC.  
COMPANY NAME

Kandyce Flagg  
NAME (TYPE OR PRINT)

KARL N. FLAGG  
NAME (Karl N. Flagg)

President/Chief Executive Officer  
TITLE

  
SIGNATURE

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

BY:   
COUNTY ATTORNEY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/04/2019

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

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

<b>PRODUCER</b> Norman Insurance Advisors LLC 798 North Ponce de Leon Blvd.  St. Augustine FL 32084		<b>CONTACT NAME:</b> Andrew M Norman <b>PHONE (A/C, No, Ext):</b> (904) 819-5949 <b>FAX (A/C, No):</b> (904) 819-5951 <b>E-MAIL ADDRESS:</b> admin@normaninsuranceadvisors.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		INSURER A: Old Dominion Insurance Company 40231	
<b>INSURED</b> Karl N Flagg Serenity Memorial Chapel Inc  2400 Madison St  Palatka FL 32177		(386) 312-0444	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

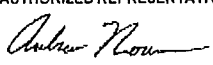
**COVERAGES**                      **CERTIFICATE NUMBER:** Cert ID 5362                      **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BPT0290R	01/28/2019	01/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B1T0290R	01/20/2019	01/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<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	Y/N	N/A	WCT0290R	01/28/2019	01/28/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**                      **CANCELLATION**

Putnam County Board of County Commission 2509 Crill Avenue, Suite 200  Palatka FL 32177	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 
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**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**FOR**



**BOARD OF COUNTY COMMISSIONERS  
PUTNAM COUNTY, FLORIDA**

**RFP NO.: 19 - 12**

**February 20, 2019**

**PROJECT:**

**Transportation of Cadavers**

**Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers**

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**Putnam County, Florida RFP No.: 19-12**  
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**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**

**REQUEST FOR PROPOSALS**

The Putnam County Board of County Commissioners 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.

Requirements and other Specifications are available online at: <http://bids.putnam-fl.com/bids>.

Deadline for receipt of sealed proposals has been set for **March 13, 2019 by 2:00PM Eastern Standard Time**. Send, or deliver in person, one (1) original and three (3) copies and an electronic copy (USB / flash drive) to the Putnam County General Services Department, 2509 Crill Ave, Ste 200, Palatka, FL 32177. Only sealed proposals received on or before the aforesaid time and date will be considered. **Vendor must indicate the request for proposal (RFP) number and description on outside of envelope.**

Questions concerning the specifications may be emailed to Julianne Young, at [Julianne.Young@putnam-fl.com](mailto:Julianne.Young@putnam-fl.com). Answers to questions received will be posted online with the RFP documents. Questions must be received by March 6, 2019 by 2:00PM Eastern Standard Time.

The Putnam County Board of County Commissioners reserves the right to accept or reject any or all proposals and to waive any informalities. Putnam County complies with all federal statutes relating to non-discrimination. Putnam County is an equal opportunity employer. Failure to follow the Bid Protest procedures prescribed by the Putnam County Purchasing Ordinance shall constitute a waiver of your protest and any resulting claims.

**PUBLISH: February 20, 2019**

**RFP Number: 19-12**

**Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers**

**INSTRUCTIONS AND GENERAL CONDITIONS**

**Receipt and Opening of Proposals**

The Putnam County Board of County Commissioners (hereinafter called the "COUNTY") will receive Proposals until the deadline at the Putnam County General Services Department, 2509 Crill Avenue Suite 200, Palatka, Florida 32177. The deadline has been set for **March 13, 2019 by 2:00PM Eastern Standard Time**

Proposals must be submitted in a sealed envelope, addressed to Putnam County General Services Department, 2509 Crill Avenue Suite 200, Palatka, Florida 32177. The sealed envelope containing a Proposal must be plainly marked on the outside as:  
**RFP NO.: 19-12, Transportation of Cadavers.**

The envelope shall bear on the outside the Proposer's name and address. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the COUNTY, C/O Putnam County General Services Department, 2509 Crill Avenue Suite 200, Palatka, Florida 32177.

Send, or deliver in person, one (1) original and three (3) copies and an electronic copy (USB / flash drive) of Proposals. Only sealed proposals received on or before the aforesaid time and date will be considered.

**Documents**

Proposal, Contract, Specifications and any other Proposal Documents are available online at: <http://bids.putnam-fl.com/bids>.

If it becomes necessary to revise or amend any part of this RFP, an addendum will be issued and will be posted on the County's website on the "Notice of Bids" page located at <http://bids.putnam-fl.com/bids>. It is the sole responsibility of the respondents to check the website to ensure that all available information has been received prior to submitting a proposal.

**Examination of Proposal Documents and Understanding of Work**

Respondents must satisfy themselves regarding understanding of the Scope of Services by thorough review of the RFP Documents including any ADDENDA and requesting additional information if needed. After Proposals have been submitted, the Respondent shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the performance of the work. Information obtained from an officer, agent, or employee of the COUNTY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**

Before submitting a Response, each Respondent should (a) examine the RFP Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the work, (c) be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work, and (d) study and carefully correlate respondent's observations with the RFP Documents.

**Preparation of Proposals**

Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner. The partner's title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The address to which communications regarding the RFP are to be directed must be shown.

Only one Proposal from any individual, firm, partnership or corporation under the same or different names will be considered.

**Exceptions**

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP as provided herein. Proposer is deemed to have accepted and to be bound by the RFP and Services Agreement terms and conditions that Proposer does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Proposer, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.

**Qualification of Respondents**

The COUNTY may make such investigations as deemed necessary to determine the ability of the Respondent to perform the WORK, and the Respondent shall furnish to the COUNTY all such information and data for this purpose as the COUNTY may request. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Respondent fails to satisfy the COUNTY that such Respondent is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**

**Modifications Prior to Proposal Opening**

Proposals may be modified or withdrawn by an appropriate document, duly executed, (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals.

**RFP Contact Information & Questions**

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing via email to [Julianne.Young@putnam-fl.com](mailto:Julianne.Young@putnam-fl.com)** by or before 2:00 pm EST on Thursday, March 6, 2019.

Replies to questions will be posted on the website. Oral and other interpretations or clarifications will be without legal effect.

**Contact Information:**     Julianne Young, General Services Director  
  Putnam County BOCC  
  2509 Crill Avenue, Ste 200  
  Palatka, FL 32177  
  Email: [Julianne.Young@putnam-fl.com](mailto:Julianne.Young@putnam-fl.com)

**Award of Contract**

The Contract will be awarded by the Putnam County Board of County Commissioners. The County may waive any informalities or minor defects or reject any and all Proposals, and Proposals may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered. No Respondent may withdraw a Proposal within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the County and the Respondent.

A conditional or qualified Proposal will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the PROJECT shall apply to the Contract throughout.

The CONTRACTOR awarded the Contract shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the COUNTY.

Putnam County reserves the right to accept any proposal, to reject any or all proposals, to waive irregularities or informalities in any proposal, and to make the award in any manner deemed by the Putnam County Board of County Commissioners to be in the best interest of Putnam County.

Putnam County complies with all Federal Statutes relating to non-discrimination.

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**Transportation of Cadavers**

The party to whom the Contract is awarded will be required to execute the Agreement and provide certificate of insurance within ten (10) working days from the date when NOTICE OF AWARD is delivered to the Respondent.

**Supplementary Instructions**

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the County, nor is the CONTRACTOR authorized to use the County's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of his/her own FICA, Workers Compensation, Unemployment Taxes, Liability Insurance, any other overhead expenses and Social Security benefits with respect to this contract.

The CONTRACTOR shall not commence work under the Agreement until he/she has obtained all insurance required and it has been approved by the County.

**Compliance with Occupational Safety and Health Act**

All material, equipment, etc., as proposed and offered by a Respondent, in instances where applicable due to the nature of the project with which this RFP package is concerned, must meet and conform to all O.S.H.A. requirements as set forth in Subpart E of the O.S.H.A. Standards for Construction (29 CFR 1926), as amended. The signature of the Respondent or of the authorized representative thereof upon the Proposal shall constitute certification of such fact.

**Laws and Regulations**

All applicable Federal, State, and local laws, ordinances, rules and regulations shall apply to this Agreement throughout, and they will be deemed to be included in the Agreement as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

**Public Entity Crimes Statement**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.



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Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by the COUNTY, or for termination of a contract with the COUNTY. The COUNTY may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of a bidder, offeror, or proposer to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

**Communications During Solicitation and Lobbying Prohibition**

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (including County Commissioners) regarding requests for proposals, request for qualifications, bids, or contracts by the offerors or any member of the offeror's staff, an agent of the offeror, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular Request for Proposals is strictly prohibited. Nothing herein shall prohibit a prospective offeror from contacting the Purchasing Director to address concerns or grievances, or receive clarification about a particular procurement.

For purposes of this provision, lobbying activities shall include, but not limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contact through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

**Equal Opportunity Compliance**

The Respondent, including SUBCONTRACTORS, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age handicap or marital status. In the event the Respondent, or SUBCONTRACTOR, fails to comply with any nondiscrimination provision of this Agreement or with any such laws, regulations or orders, this Agreement may be cancelled, terminated, or suspended, in whole or part, and the Respondent may be declared ineligible for further County contracts by rule, regulation, or order of the Board, or as may otherwise be provided by law.

Throughout the term of this Agreement, the Respondent, including SUBCONTRACTORS, shall not violate any federal or state laws, regulations, and requirements.

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**Conflict of Interest**

a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Proposer further represents that no person having any such interest shall be employed by Proposer during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.

b) The Proposer shall promptly notify the County's representative, 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 Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification from the Proposer.

**Costs Incurred by Proposers**

All expenses involved with the preparation and submission of proposals to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

**Bid Protests**

Failure to follow the Bid Protest procedures prescribed by the Putnam County Purchasing Ordinance shall constitute a waiver of protest rights and any resulting claims. A Notice of Intent to Award will be posted on the County's website on the "Notice of Bids" page located <http://bids.putnam-fl.com/bids>. It is the sole responsibility of the bidders to check the website for this Notice. In the event an unsuccessful firm desires to protest the County's notice of intended decision to award or reject a proposal, that Firm shall be required to comply with the Putnam County Purchasing Ordinance's BID Protest Procedure a copy of which is available from the General Services Director, including, without limitation, filing a notice of protest with the General Services Director, in writing, within seventy-two (72) hours after receipt of the notice or posting of the intended decision, and filing a formal written protest within ten (10) calendar days after the date the notice of protest is filed which also must be received in writing by the General Services Director. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, which is 72 hours, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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**Insurance**

- A. The CONTRACTOR shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to County. All policies shall be occurrence form policies and shall name County as an additional insured, with the premiums thereon fully paid by CONTRACTOR on or before their due date. The liability insurance policy shall afford minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof.

Required insurance shall be documented in Certificates of Insurance which provide that County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to County at least 15 days prior to coverage renewals.

If requested by County, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of County, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverages required by law.

CONTRACTOR's maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

If checked below, the County requires the following additional types of insurance:

Builders Risk. The CONTRACTOR shall provide Builders Risk insurance to cover the property for all risks of loss. The policy shall be for the full value of the improvements and include the County as an additional insured as its interest may

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appear.

  X   Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Coverage shall include hired and non-owned auto liability also.

**Contract Agreement & Term:**

The Contract Agreement for the Transportation of Cadavers shall be on a form furnished by Putnam County. The initial Contract Term shall be for a period of three (3) years, with the county having an option to extend the contract for one additional three (3) year period. The extension of this Contract Agreement shall be contingent upon satisfactory performance by the Contractor and the approval of the County. The County is under no obligation under this contract to exercise any of the available extensions.

**Quality & Performance:**

Failure to maintain a satisfactory level of service as described herein shall be cause for termination of the contract. The County reserves the right to randomly visit and inspect the Contractor's facility to ensure the Contractor is performing services in compliance with the requirements of the Contract.

**Termination:**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, Putnam County shall provide written notification of 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 noncompliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by Putnam County for cause, upon giving twenty-one (21) consecutive calendar days written notice to the Contractor.

**Proposal Offer**

It is understood and agreed that the proposal and the response of the selected proposer, if accepted, will become part of a legal and binding contract between the Proposer and Putnam County Board of County Commissioners. The Proposer hereby declares and agrees with all the terms, conditions and requirements of this request for proposal. Also the Proposer, having full authority submitting this proposal, hereby declares and agrees to address all aspects of necessary equipment and components as listed here in accordance with all terms, conditions and requirements of the proposal.

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**Transportation of Cadavers**  
**PROJECT OVERVIEW**

**SCOPE OF WORK SUMMARY**

**A. General Information:**

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 bodies must be transported from the scene of death, to the SJC Medical Examiner's Office, located at 4501 Avenue A, St. Augustine, FL 32095. The awarded Contractor shall perform the transportation services, on an on-call basis, as requested by the SJC Medical Examiner's Office.

**B. Scope of Services:**

The Contractor shall be required to perform the services stated below on an as needed basis, as notified by the SJC Medical Examiner's Office or on-scene investigators from local law enforcement agencies. 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.

**C. Response:**

The Contractor shall respond to all notifications of a required transport within one (1) hour of receipt of 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 SJC 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 SJC ME's Office, or on-scene investigator in order to complete the transports in the quickest manner available.

**D. On-Scene Arrival:**

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 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.

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**E. Collection:**

The Contractor shall 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 the Contractor personnel to commence 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 collection, unless otherwise instructed by the on-scene investigator. The Contractor shall record any cash in possession of the deceased, then turn it over to the law enforcement officers on site to be entered into evidence. Cash shall only be transported by the Contractor upon express instruction by the on-scene investigator, written log of the instruction, and signature of a witness as to the amount of cash recorded and transported with the deceased.

In the event collection/transport services are required for a cadaver located at a hospital, the Contractor shall be locate and collect the body 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 body 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 within one (1) hour of notification to all transport requests within Putnam County. In the event the Contractor is notified of a request for transport while in the process of responding to a previous transport request under this contract, the Contractor shall respond immediately upon completion of the previous request. The Contractor shall respond to out-of-district requests 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.

**The following policy and procedures shall serve as a guideline for transport agent(s) contracted by Counties within District 23 Medical Examiner's Office:**

- 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

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### Transportation of Cadavers

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. The team will respond to the death scene within one (1) hour of notification
  - Exception- the human remains are outside the county lines of the M.E.O. district or they are already on one death scene and 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 the human remains from the first scene to the M.E.O.
    - Exception-all homicides are to be transported independently from any other transport request
- 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 body
  - 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
    - Our office 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 to the transport form and left on body. An identification band bearing the decedent's name

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**Transportation of Cadavers**

and case number is to be affixed to the decedent's ankle. The body 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 transport form original 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.

**F. 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



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3 layer Poly-Mono-Poly  
Dimensions: 36" x 94"  
Capacity: 375lbs lift

**G. Vehicles:**

Vehicles furnished for this service must be capable of transporting at least two (2) deceased persons at one time. Vehicles should have rear hatched or double-hinged doors and a passenger side sliding door preferable. Cargo area must be lighted. If the cargo area has windows, it should have dark tinting that eliminates the possibility of viewing by the public. A bio-hazardous waste receptacle should be accessible in the cargo area for disposing of gloves, etc. Floor covering should be plastic or rubber so that cross-contamination can be easily eliminated. Vehicles must be capable of operating safely during inclement weather. The vehicles must have a dignified appearance and both the appearance and mechanical condition of the vehicles must be well maintained. The vehicles must be free of bumper stickers or other writing that could be embarrassing or insensitive to families. The portion of the vehicles which contains the cadavers must be air-conditioned.

Each vehicle must contain the following equipment for each call:

- One-man cot(s) and/or auxiliary stretcher(s).
- Personal protective clothing and equipment shall be required by local, state, or federal regulations and are the responsibility of the contractor.
- Foul weather gear, including boots provided by contractor.
- Gloves and disinfectants provided by contractor.

**H. 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.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**I. 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.

**J. Sub-Consultants:**

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

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**SUBMITTAL REQUIREMENTS**

**Section 1: RFP Qualification Cover Page (Complete and Submit)**

**Section 2: Cover Letter**

Provide a cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- Respondent's name, contact person, business address, phone number, fax number and e-mail address
- A brief statement of the respondent's understanding of the services required.
- Profile - Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations

**Section 3: Manpower & Organization**

In this section, respondent shall provide documentation to fully demonstrate the experience, education, and abilities of any and all personnel that shall be performing work under this contract. This may be submitted in the form of a resume for each employee who will be performing any aspect of work. Provide Current and Applicable licenses and or certifications for each employee.

**Section 4: Prior Experience in the Industry**

In this section, respondent shall provide documentation to fully demonstrate any and all prior experience and past performance in the required industry. Specify the level of work experience, especially as it relates to the proposed Scope of Services. Respondents may provide supplemental documentation or information regarding services provided in the past.

**Section 5: Pricing**

In this section, each respondent shall submit Unit Prices per pickup for the two (2) types of pickups listed on the proposal form included herein as:  
Attachment "A" – Cost Proposal Form, and submit with each copy of the RFP Package.

**Section 6: Financial Stability / Litigation**

All Proposers shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

Proposers shall include information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm. This shall include any class actions within your company where named, industry

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investigations by Attorneys General, in addition to individual cases. Proposer has a continuing duty to inform the County of any new claims filed against the Proposer.

**Section 7: License(s) & Insurance**

Include a copy of any and all professional licenses as required to perform the services described herein and of the professional licenses for each team member.

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated.

**Section 8: Administrative Information / Required Documents**

Please include the following:

- Cover Page/Signature Form
- Drug Free Work Place Form (Complete and Submit)
- Certification Regarding Disbarment
- Public Entity Crimes Form
- Non-Collusion Statement
- Equal Opportunity Affirmation
- Acknowledged Addenda

Include all required Putnam County forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points.

Required forms are included in the RFP document.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluation of the proposal. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

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**Transportation of Cadavers**  
**EVALUATION OF PROPOSALS**

Committee evaluations shall be conducted in accordance with applicable Florida Statutes. All responsive proposals submitted will be evaluated by an Evaluation Committee.

Each member of the Evaluation Committee will receive a set of all of proposals submitted, a copy of the RFP document with all issued Addenda, and a Score Sheet. The Evaluation Committee shall then evaluate each RFP Package according to the criteria described herein. Each member of the Evaluation Committee shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other member of the Evaluation Committee, or any other individual. Scores for each Proposer shall be recorded on the members Score Sheet. A public Evaluation Committee Meeting may be held if needed.

The members of the Evaluation Committee may elect to conduct oral interviews or presentations in order to make a final determination of the top rankings. If the members of the Evaluation Committee elect to conduct oral interviews or presentations, the County General Services Department shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

Contact with the Evaluation Committee – Members of the Evaluation Committee are prohibited from discussing a project with any firm that may submit a proposal during the procurement process, except in formal committee meetings. Any Proposer who initiates any discussions with members of the Evaluation Committee in any manner will be subject to disqualification.

**EVALUATION CRITERIA**

The County will evaluate and rank the respondents that submit responsive proposals utilizing the evaluation criteria listed below:

- A. **Manpower & Organization:** (25 maximum points)
- B. **Prior Experience & References:** (25 maximum points)
- C. **Proposer's Qualifications (financial stability, insurability, proper licensure):** (15 maximum points)
- D. **Compliance with RFP specifications & forms:** (10 maximum points)
- E. **Contract Price Proposal:** (25 maximum points)

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**TENTATIVE SCHEDULE**

<u>DATE</u> – Publish RFP	February 20, 2019
DATE – Deadline to Submit Questions	March 6, 2019 by 2:00 pm EST
DATE – Deadline to Submit Proposals	March 13, 2019 by 2:00 pm EST
DATE – Evaluation Committee Meeting	March 15, 2019 at 10:00 am EST
DATE – Issue Intent to Award	March 18, 2019
DATE – Take to the Board	March 26, 2019

**Evaluation Committee Meeting** will be 1:30 PM Eastern Standard Time March 14, 2019 at Putnam County Government Complex located at 2509 Crill Ave, Ste 200 Palatka FL 32177 in the community conference room. The meeting is open to the public, the public is welcome to attend but will not have the opportunity to address committee member(s).

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**PUTNAM COUNTY REQUIRED FORMS**

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**COVER PAGE / SIGNATURE FORM**

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has "not" divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with the College.) Failure to sign this form may result in your proposal being deemed as "Non Responsive".

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the PROPOSAL DOCUMENTS and I hereby certify that I am authorized to sign as a Representative from this firm:

Legal Name of Company: \_\_\_\_\_

Tax Id Number: \_\_\_\_\_

Minority Business Enterprise  
Type & Number (if applicable): \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: Signature (manual): \_\_\_\_\_

By: Signature (typed): \_\_\_\_\_

Title: \_\_\_\_\_

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**HOLD HARMLESS AGREEMENT**

The proposing firm as indicated below, it's officers and members shall, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Putnam County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

**Type of Organization**

**Please Check One:**     **Individual Ownership**  
                               **Joint Venture**  
                               **Partnership**  
                               **Corporation**

**Name of Proposing Firm:**

\_\_\_\_\_

**Mailing Address:**

\_\_\_\_\_

**Location Address:**

\_\_\_\_\_

**City & State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Name/Title of person authorized to bind the Company:**

\_\_\_\_\_

**Signature of person authorized to bind the Company:**

\_\_\_\_\_

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



**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**COST PROPOSAL FORM**  
Attachment 'A'

Each Contractor shall submit Unit Prices for each of the types of transportation s listed below. These prices shall remain firm throughout the duration of the Contract, including any extensions of the Contract. Please enter the amount for each type of transportation 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 Putnam County boundaries to the District 23 Medical Examiner's Office located in St. Augustine, FL (one way trip). 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 Putnam County boundaries, not to exceed two hundred (200) miles, to the District 23 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)

                          \_\_\_\_\_

\*\* The County expects very few Item 2 transports and therefore the bid for Item 1 will carry the greatest weight.

**Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers**

**LICENSES/PERMITS/CERTIFICATIONS**

Each Firm shall list all current licenses held. The Firm SHALL attach a copy of each current license listed below to this RFP package response.

License Name	License #	Issuing Agency	Expiration Date

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ (name of business) does:

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 dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 Chapter 893 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.
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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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

Dated: \_\_\_\_\_

**Putnam County, Florida RFP No.: 19-12**

**Transportation of Cadavers**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
  - a) The prospective contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.475, Florida Statutes, and 215.4725 Florida Statutes, respectively, or is engaged in a boycott of Israel.
  - b) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
  - c) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - e) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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Signature

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Title

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Firm

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Address

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned personally appeared who, being by me first duly sworn, and made the following statement:

1. The business address of \_\_\_\_\_ [name of firm]

Is \_\_\_\_\_

2. My relationship to \_\_\_\_\_ [name of firm]

Is \_\_\_\_\_  
[relationship, such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**

person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list.

The name of the convicted person or affiliate is \_\_\_\_\_.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and country first mentioned above on the

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

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Signed

(affix seal)

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Notary Public

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My commission expires

**Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers  
NON-COLLUSION STATEMENT**

By signing this offer, the CONTRACTOR certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Putnam County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any Putnam County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME

RELATIONSHIPS

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In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exists.

AFFIDAVIT  
STATE OF FLORIDA, COUNTY OF PUTNAM

**BEFORE ME, the undersigned authority, personally came and appeared,**  
\_\_\_\_\_, who after being duly sworn, deposed and said  
that he is the fully authorized \_\_\_\_\_ of

\_\_\_\_\_  
(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

**Putnam County, Florida RFP No.: 19-12**

**Transportation of Cadavers**

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_. NOTARY PUBLIC

AFFIANT

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

NON-COLLUSION AFFIDAVIT IN THE STATE OF

\_\_\_\_\_ IN THE COUNTY OF

\_\_\_\_\_ being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_ Signature

Seal



**Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers**

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
  
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

---

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**ACKNOWLEDGEMENT OF ADDENDA FORM**

Name of Bidder: \_\_\_\_\_

Acknowledgement of receipt of addenda:

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

\*If no addendums are issued, this section only needs to be acknowledged as "none received".

This acknowledgement of Addenda form is to be returned with your RFP Proposal.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

**Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers**

**SAMPLE AGREEMENT FOR CONTRACTOR SERVICES**

This Agreement made as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Putnam County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and \_\_\_\_\_ {} an individual, {} a corporation, {} a partnership, authorized to do business in the State of Florida (the "CONTRACTOR"), whose address is \_\_\_\_\_.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Agreement is for the Transportation of Cadavers (See Bid Document Package Attached), as per Call for Bids 19-12.

Services of the CONTRACTOR shall be under the general direction of the County General Services Director, who shall act as the County's representative during the performance of this Agreement.

**ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on \_\_\_\_\_, 2019, for a period of three (3) years thru \_\_\_\_\_, 2022. The county has the option to extend this agreement for one (1) additional three (3) year period. The extension of this Contract Agreement shall be contingent upon satisfactory performance by the Contractor and the approval of the County. The County is under no obligation under this contract to exercise any of the available extensions.

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The County shall pay the CONTRACTOR for services satisfactorily performed (See Attachment 'A', Cost Proposal Form, attached), which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the County monthly.
- B. The invoice received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the initiating County department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. The invoice must reference the bid number, the current purchase order number (if any) and specify the work performed.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges not properly included on this final invoice shall be waived

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**

by the CONTRACTOR.

- D. CONTRACTOR acknowledges that he/she has reviewed the scope of work and no change orders are anticipated.

**ARTICLE 4 - TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, Putnam County shall provide written notification of 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 noncompliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by Putnam County for cause, upon giving twenty-one (21) consecutive calendar days written notice to the Contractor.

This Agreement may be terminated by CONTRACTOR on 30 days prior written notice to the COUNTY in event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of CONTRACTOR. It may also be terminated by COUNTY, without cause, upon thirty (30) days written notice to the Contractor of intention to do so. Unless the CONTRACTOR is in breach of this Agreement, the contractor shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 5 - PERSONNEL**

The Contractor shall be responsible for hiring sufficient staff to provide all of the services required under this agreement. Any and all employees must be at least eighteen (18) years of age.

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**

All of the services required hereinunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**ARTICLE 6 - SUBCONTRACTING**

The Contractor is not permitted to utilize sub-contractors for any aspect of the services required under this Agreement.

**ARTICLE 7 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S tax exemption number in securing such materials.

The CONTRACTOR shall be responsible for payment of all his/her own taxes due as a result of this Agreement.

**ARTICLE 8 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners of Putnam County.

**ARTICLE 9 - INSURANCE**

- A. The CONTRACTOR shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to County. All policies shall be occurrence form policies and shall name County as an additional insured, with the premiums thereon fully paid by CONTRACTOR on or before their due date. The liability insurance policy shall afford minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof.

Required insurance shall be documented in Certificates of Insurance which provide that County shall be notified at least 30 days in advance of cancellation, nonrenewal or

**Putnam County, Florida RFP No.: 19-12**

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adverse change. New Certificates of Insurance are to be provided to County at least 15 days prior to coverage renewals.

If requested by County, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of County, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverages required by law.

CONTRACTOR's maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

If checked below, the County requires the following additional types of insurance:

Builders Risk. The CONTRACTOR shall provide Builders Risk insurance to cover the property for all risks of loss. The policy shall be for the full value of the improvements and include the County as an additional insured as its interest may appear.

Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Coverage shall include hired and non-owned auto liability also.

**ARTICLE 10 - INDEMNIFICATION**

The CONTRACTOR shall indemnify and save harmless and defend the COUNTY, its agents, servants and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any act or omission of the CONTRACTOR, its agents, servants, or employees, or which otherwise arises in connection with, the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action included in the paragraph above and for which the COUNTY, its agents, servants or

**Putnam County, Florida RFP No.: 19-12**  
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employees are also alleged to be liable.

**ARTICLE 11 - SUCCESSOR AND ASSIGNS**

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, legal representatives and permitted assigns.

Neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Agreement without the prior 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 12 - REMEDIES**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Putnam County. No remedy herein conferred upon any party is intended to be exclusive of 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 of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 13 - UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code as may be in effect from time to time in Florida may, as applicable, prevail as the basis for determining the rights and obligations of the CONTRACTOR and the COUNTY hereunder.

**ARTICLE 14 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for by applicable law. The CONTRACTOR further represents that no person having any such 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 as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business

**Putnam County, Florida RFP No.: 19-12**  
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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 may, at his/her option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Agreement.

**ARTICLE 15 - EXCUSABLE DELAYS**

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

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the timeframes set forth in this agreement may be amended by written agreement by the CONTRACTORS and the County Administrator; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

**ARTICLE 16 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

**ARTICLE 17 - 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.

The COUNTY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

**ARTICLE 18 – PRESS RELEASES AND CONFIDENTIALITY OF INFORMATION**

CONTRACTOR agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made or generated by CONTRACTOR or its employees without COUNTY'S prior written consent. CONTRACTOR shall require all Subcontractors and Suppliers to agree in writing to be bound by the provisions of this paragraph.



**Putnam County, Florida RFP No.: 19-12  
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**ARTICLE 19 – PUBLIC RECORDS COMPLIANCE**

CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PUTNAM COUNTY ATTORNEY, (386) 329-1903, [STACEY.MANNING@PUTNAM-FL.COM](mailto:STACEY.MANNING@PUTNAM-FL.COM), 2509 CRILL AVENUE, SUITE 200, PALATKA, FL 32177.**

If CONTRACTOR will act on behalf of COUNTY, as provided under Section 119.011(2), Florida Statutes, CONTRACTOR, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by COUNTY to perform the service;
2. Upon request from COUNTY'S custodian of public records, provide 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 provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the contract if CONTRACTOR does not transfer the public records to COUNTY;
4. Upon completion of the contract transfer, at no cost to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY; and
5. If CONTRACTOR does not comply with a public records request, COUNTY shall enforce the Contract provisions in accordance with the Contract.
6. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
7. If a civil action is filed against CONTRACTOR to compel production of public records relating to COUNTY'S contract for services, the court shall assess and awards against CONTRACTOR the reasonable costs of enforcements, including attorney fees in accordance with Section 119.0701, Florida Statutes.

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**

**ARTICLE 20 – AUDITING, RECORDS AND INSPECTION**

In the performance of this Contract, CONTRACTOR shall keep books, records and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of COUNTY and shall be retained by CONTRACTOR, for a period of three years after termination or completion of the Contract or until the full COUNTY audit is complete, whichever comes first. COUNTY shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of COUNTY. COUNTY has the right to terminate this Contract based upon the findings in this audit without regard to any notice requirement for termination.

**ARTICLE 21 - 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.

**ARTICLE 22 - CONTINGENT FEES**

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, a commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 23 - 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, national origin or other status protected by law.

**Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers**

**ARTICLE 24 - AMENDMENT**

Unless expressly allowed herein, none of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

**ARTICLE 25 - 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 provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 26 - AUTHORITY TO PRACTICE/LAWS RULES AND REGULATIONS**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and all personnel will maintain licensures indicated in the proposal, and that it will at all times conduct its business activities in a reputable manner. The CONTRACTOR agrees that it will abide by all laws, rules and regulations in performance of the Agreement.

**ARTICLE 27 – SOVEREIGN IMMUNITY**

COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contracts, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

**ARTICLE 28 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by

**Putnam County, Florida RFP No.: 19-12**

**Transportation of Cadavers**

reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, CONTRACTOR must:

1. Enroll in the E-Verify Program;
2. Use E-Verify to verify the employment eligibility of all new hires working in the United States, except if CONTRACTOR is a state or local government, CONTRACTOR may choose to verify only new hires assigned to the Contract;
3. Use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
4. Include these requirements in certain subcontracts, such as construction.

Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**ARTICLE 29 – SCRUTINIZED COMPANIES**

This Contract may be terminated by COUNTY, without penalty to COUNTY:

1. In the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes; or
  2. If COUNTY determines that CONTRACTOR falsely certified to COUNTY that CONTRACTOR is not listed as a scrutinized company.
- Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

**ARTICLE 30 - SEVERABILITY**

If any term or provision on 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 terms or provisions 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 31 - MODIFICATION**

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 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 affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**

such written amendment or change order has been issued and signed by each of the parties. Contract amendments affecting price changes may be made on behalf of the County in writing signed by the County Administrator subject to those limits set forth in the County's Purchasing Ordinance.

**ARTICLE 32 - CONTRACT DOCUMENTS**

The other documents which comprise the entire agreement are attached hereto, made a part hereof and consist of the following:

- A. Call for Request For Proposals
- B. Exhibit B - Request For Proposal Specifications Document, any Addenda and Responses
- C. Exhibit C - Proposers Response(s) to Request for Proposal including all docs, forms and information submitted in response to the RFP 19-12

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**ARTICLE 33 - NOTICE**

Each notice or communication under this Contract shall be deemed delivered and received if in writing and either: (a) personally delivered; (b) delivered by reliable overnight air courier service; (c) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to CONTRACTOR or COUNTY, as appropriate, or d) sent by email transmission providing proof of transmission (provided, that a copy of such email notice is also forwarded by one of the other methods provided above). Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third (3rd) day following the date postmarked by the United States Postal Service, or on the second (2nd) day following the date accepted by the courier service.

**Putnam County, Florida RFP No.: 19-12**

**Transportation of Cadavers**

IN WITNESS WHEREOF, the Board of County Commissioners of Putnam County, Florida has made and executed this Agreement on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand as of the day and year first above written.

**ATTEST:**  
**TIM SMITH, CLERK**

**PUTNAM COUNTY BOARD OF  
COUNTY COMMISSIONERS:**

**BY:** \_\_\_\_\_  
**Clerk or Deputy Clerk**

**BY:** \_\_\_\_\_  
**Chairman**

**WITNESS:**

**CONTRACTOR:**

\_\_\_\_\_  
**SIGNATURE**

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

\_\_\_\_\_  
**NAME (TYPE OR PRINT)**

\_\_\_\_\_  
**NAME (TYPE OR PRINT)**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**SIGNATURE**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**BY:** \_\_\_\_\_  
**COUNTY ATTORNEY**

REV. March 30, 2016

# ***RFP # 19-12***

## **TRANSPORTATION OF CADAVERS**

***SUBMITTED VIA HAND DELIVERY***

**PUTNAM COUNTY**

**C/O Putnam County General Services Department  
2509 Crill Avenue, Suite 200  
Palatka, FL 32177**



***Karl N. Flagg Serenity Memorial Chapel, Inc.***

**2400 Madison Street - Palatka, FL 32177**

**Phone: (386) 312-0444 • Fax: (386) 312-0099**

**[www.flaggserenitychapel.com](http://www.flaggserenitychapel.com)**

**Email: [flaggserenitychapel.com](mailto:flaggserenitychapel.com)**

**Karl N. Flagg, LFDIC**  
President/CEO

**Karla N. Flagg-Wright, LFD**  
Vice President/COO



2400 Madison Street - Palatka, Florida 32177  
Phone: (386) 312-0444 Fax: (386) 312-0099  
www.flaggserenitychapel.com Email: flaggserenitychapel.com  
"Serving Loving Families & Preserving Living Memories"

March 12, 2019

### RESPONSE TO REQUEST FOR PROPOSAL

#### **Re: Putnam County, Florida • RFP # 19-12 Transportation of Cadavers**

Karl N. Flagg Serenity Memorial Chapel, Inc., (a Florida C Corporation incorporated on May 3, 1996; licensed {#F041190} and established on July 8, 1997) is primarily a professional funeral services provider who has operated consistently since its establishment. Our goal within the scope of this proposal is to provide professional removal and transportation services, on an on-call basis, as requested by District 23 Medical Examiner's Office.

The professionally trained transport teams of Flagg-Serenity will: consist of two (2) skilled and competent persons of high professional standards; maintain availability twenty-four (24) hours a day, seven (7) days per week; provide proficient removal and transportation services by responding to all notifications of a required transport within one (1) hour of receipt of notification; comply with all applicable Federal, State, and local laws, ordinances, rules and regulations.

Flagg-Serenity has over two decades of specialized experience providing removal and transportation services working directly with the District Medical Examiner's office and professional law enforcement offices. Our services are conducted with dignity and respect with precise attention and sensitivity to each call.

We completely understand chain of command and how to follow the directives of the Medical Examiner's Investigator or the on-scene investigators from local law enforcement offices.

Flagg-Serenity shall provide 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, stretcher, transport vehicles, uniforms, foul weather gear, gloves, disinfectants, and any other pieces of equipment that are necessary to provide the services required by this proposal.





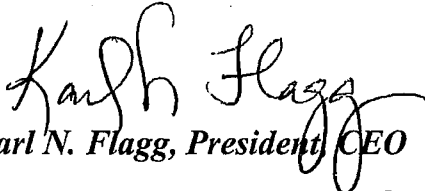
2400 Madison Street - Palatka, Florida 32177  
Phone: (386) 312-0444 Fax: (386) 312-0099  
[www.flaggserenitychapel.com](http://www.flaggserenitychapel.com) Email: [flaggserenitychapel.com](mailto:flaggserenitychapel.com)  
*"Serving Loving Families & Preserving Living Memories"*


Flagg-Serenity's removal and transport service representatives are aware of the importance of providing prompt responses with the highest standard of excellence. We fully acknowledge we will not personally or professionally represent any funeral home while providing these services under the terms of this proposal.

Flagg-Serenity will strictly prohibit oral communication or written distribution of any advertisement or endorsement at all times. We value the need to maintain a working relationship of mutual trust with the District Medical Examiner's Office, each local law enforcement office, as well as, safeguarding Putnam County's public image.

In conclusion, Flagg-Serenity will not permit or utilize subcontractors for any aspect of the services required under the terms of this contract. We will ensure voluntary compliance with standard operating procedures; responsibly enforce safety requirements; adhere to the highest moral, ethical, and professional practices concerning all involved parties, and more specifically, firms who are engaged in the funeral service profession. We are resolved to fulfill the need and to exceed all expectations of the District Medical Examiner's office. If there are questions or concerns, please contact us via phone or email, we will respond accordingly.

Respectfully,

  
*Karl N. Flagg, President, CEO*

  
*Karla N. Flagg-Wright, V. Pres., COO*

**Karl N. Flagg Serenity Memorial Chapel, Inc.**

## Karl Flagg



President/ CEO/ LFDIC

Reverend Karl N. Flagg is a native and lifelong resident of Palatka, Putnam County, FL., he continues to be actively involved in numerous community affairs and organizations. He has served as a compassionate and conscientious Florida Licensed Funeral Director & Embalmer since 1983. Karl started passionately assisting families at D. A. Boyd & Sons Funeral Home from 1971 until 1997 and also at James C. Boyd Funeral Home, Fort Lauderdale, while attending mortuary school.

Karl is a 1977 honor graduate of Palatka Central High School; 1979 graduate of Miami-Dade College of Funeral Service Education; pursued management and marketing at SJRSC; Pastoral Ministry studies at New Orleans Baptist Seminary (Jacksonville extension). Karl is the Founder/President/CEO of Flagg Serenity. He serves as Senior Pastor of Mt. Tabor First Baptist Church; Serves as a Chaplain for FHP, PCSO, PCMC, & PPD.

Karl, a statesman and humanitarian, has been a public servant for many years. He had the privilege of serving as a Palatka City Commissioner (1990-1995), Palatka Mayor (2000-2011); and as a Putnam County Commissioner (2012-2016).

He is a proud husband to his wife of over 32 years, Terricena Gilyard-Flagg; father of their two beautiful daughters, Karla (Pastor Jarvis) Flagg-Wright (a Licensed Funeral Director) and Kandyce Flagg, (Administrative Assistant). They have one granddaughter, Jayla Faith Wright and will soon have one grandson, Jarvis F. Wright, II.

## Karla Flagg-Wright



Vice President/COO/Licensed Funeral Director

Karla N. Flagg-Wright is a native and lifelong resident of Palatka, Florida, born on April 1, 1991 as the first born daughter of Rev. Karl N. & Terricena D. Flagg. She is a 2009 Summa Cum Laude graduate of Palatka High School. On December 15, 2009, Karla earned her Associate of Arts degree from St. Johns River Community College (now St. Johns River State College). On May 4, 2012, Karla was awarded a Bachelor of Science degree in Business Management-Human Resources from the University of Central Florida, Orlando. On July 20, 2013, she was awarded a Certificate in Funeral Arts from St. Petersburg College. Recently, Karla is a Licensed Funeral Director and currently serves as the Chief Operations Officer/Office manager of the family's firm, Karl N. Flagg Serenity Memorial Chapel.

On October 18, 2014, Karla united in Holy Matrimony to her soulmate and best friend, Pastor Jarvis F. Wright. Jarvis and Karla are the proud parents of Jayla Faith Wright and very soon, Jarvis F. Wright, II (April, 2019).

Karla's favorite scripture is Jeremiah 29:11 – "For I know the plans I have for you," declares the LORD, "plans to prosper you and not to harm you, plans to give you hope and a future." (NIV)

## Willard Smith, Sr.



Senior Vice President/Director

Willard Eugene "Gene" Smith, Sr., is a native of Palatka and lifelong Putnam Countian. He serves as Senior Vice President of Flagg-Serenity Memorial Chapel. He is married to the former Annette Gilyard of San Mateo and they will celebrate their 40th wedding anniversary later this year. He is a dedicated father and grandfather. Gene has been active in the funeral service profession since his teenage years. Gene is Pastor Flagg's youngest brother. Gene was educated in the Putnam County School District at Palatka High School. He is a passionate caregiver for families during their time of bereavement. He has traveled extensively throughout the state of FL., GA., SC., and AL., to bring many loved ones back home. He is a jack of all trades and serves as the go-to person for most of the last-minute service issues. He is the primary transportation coordinator for all incoming and outgoing calls for service. He is the start to finish man from the initial call until final disposition. He fully directs cemetery operations and vault installation services.

## **Karl N. Flagg Serenity Memorial Chapel**

### **“FUNERAL SERVICE ASSOCIATES”**



These “Funeral Services Associates” are truly invaluable members of the Karl N. Flagg Serenity Memorial Chapel family. They are highly trained and experienced; caring and passionate professionals who understand that each grieving family is unique and deserves the highest degree of dignity and respect during their most difficult times. The “Associates” are engaged in community services and employment above and beyond the Memorial Chapel. They sacrifice many hours, especially during weekends, to fulfill the needs of countless bereaved families. “Serving Loving families by Preserving Living Memories,” is their ultimate aim while respecting specific cultures and unique traditions.

## **Karl N. Flagg Serenity Memorial Chapel**

### **“EXPERIENCE IN THE INDUSTRY”**

Karl N. Flagg Serenity Memorial Chapel continues to maintain their commitment to provide comfort and compassionate care for families and communities adversely affected during the occurrence of a loved one's demise. For over 20 years, Karl N. Flagg Serenity Memorial Chapel has developed a working relationship with and earned the respect of the District 23 Medical Examiner's Office, Florida Department of Law Enforcement, Florida Highway Patrol (Troop G), Florida Fish and Wildlife Conservation Commission, Putnam County Sheriff's Office, Putnam County EMS, Palatka Police Department, Crescent City Police Department, Interlachen Police Department, Welaka Police Department, Palatka Fire Department, Crescent City Fire Department, and the Putnam County Volunteer Fire Departments. Over an era spanning 21 years (1998-2019), Karl N. Flagg Serenity Memorial Chapel provided exemplary services for nearly 16 of those years (March 1, 1998 - February 29, 2004; December 1, 2004 – February 28, 2014). Through the conscientious, confident, and comforting leadership of Karl N. Flagg; his brother, Willard Eugene “Gene” Smith; and daughter, Karla Flagg-Wright, removal and transportation services has been consistently provided with utmost respect for both the decedent and their respective family members. Our experience includes professional removal and transportation of decedents originating from an extensive spectrum of locations, including Medical Centers, Nursing Homes, or Hospice Care Centers; their place of residence, a hotel, or a relative's home during vacation; along highways, byways and even railways; from a river, lake, creek or a backyard pool; to be safely delivered to the District 23 Medical Examiner Officer. Some deaths are natural, others are homicide, others are accident, still others may be drug related or undetermined, we treat each call with extraordinary care because we value those decedents and their family who are momentarily entrusted to our care with the highest standards of excellence. *(The following pages will acknowledge several of the contracts awarded by Putnam County over the years.)*



# PUTNAM COUNTY

P.O. BOX 758  
PALATKA, FLORIDA 32178-0758  
(904) 329-0205

## BOARD OF COUNTY COMMISSIONERS

HOWARD GRISHAM  
DISTRICT 1

CLYDE GLISSON  
DISTRICT 2

BILL WATTS  
DISTRICT 3

SINCLAIR EATON  
DISTRICT 4

CHARLES "SKEET" ALFORD  
DISTRICT 5

March 5, 1998

Flagg-Serenity Memorial Chapel, Inc.  
2400 Madison Street  
Palatka, Florida 32177

Dear Mr. Flagg:

Enclosed please find a fully executed copy of the contract between Putnam County and Serenity Memorial Chapel for the transportation of cadavers, per Bid Specifications No. 98-12.

If you have any questions, please contact us.

BOARD OF COUNTY COMMISSIONERS  
PUTNAM COUNTY, FLORIDA

Sinclair Eaton, Chairman

BCC/SE/nb

xc: Sheriff Taylor Douglas  
Medical Examiner  
State Attorney  
Chief Dolinski  
Florida Highway Patrol



# PUTNAM COUNTY

P.O. BOX 758  
PALATKA, FLORIDA 32178-0758  
(904) 329-0205

## BOARD OF COUNTY COMMISSIONERS

HOWARD GRISHAM  
DISTRICT 1

LINDA MYERS  
DISTRICT 2

BILL WATTS  
DISTRICT 3

KEVIN DURSCHER  
DISTRICT 4

CHARLES "SKEET" ALFORD  
DISTRICT 5

March 6, 2000

Karl N. Flagg Serenity Memorial Chapel  
2400 Madison Street  
Palatka, Florida 32177

RE: Bid 00-09; Transportation of Cadavers

Dear Sirs:

The Putnam County Board of County Commissioners, in meeting assembled on the 22<sup>nd</sup> day of March, 2000, reviewed the proposals received for the transportation of cadavers.

After review, it was the decision of the Board to accept the recommendation of staff and award the bid to you, as follows: (1) one-way transportation from anywhere in Putnam County south of Dunns Creek bridge to the St. Augustine facility in St. Johns County - \$50.00; (2) one-way transportation from anywhere in Putnam County north of Dunns Creek bridge to the St. Augustine facility in St. Johns County - \$50.00; (3) round-trip transportation from anywhere in Putnam County south of Dunns Creek bridge to the morgue facility in St. Johns County - \$70.00; (4) round-trip transportation from anywhere in Putnam County north of Dunns Creek bridge to the morgue facility in St. Johns County - \$70.00; and (5) transportation to any out-of-county location, not to exceed 150 miles round trip - \$1.50 per transport mile. Jean Bell, Purchasing Agent, will be in contact with you regarding this matter.

BOARD OF COUNTY COMMISSIONERS  
PUTNAM COUNTY, FLORIDA

*Roger Baltz*  
Roger Baltz, County Administrator

BCC/RB/nb

xc: Purchasing Department



# PUTNAM COUNTY

P.O. BOX 1647

PALATKA, FLORIDA 32178-1647

## GENERAL SERVICES DEPARTMENT

Maureen T. Torma, C.P.M.

General Services Director

Purchasing Director

November 03, 2004

Karl N. Flagg Serenity Memorial Chapel  
2400 Madison Street  
Palatka, Fl 32177  
Attn: Mr. Karl N. Flagg

Dear Mr. Flagg,

This is to inform you that the Putnam County General Services Department has decided to award the Transportation of Cadavers Contract to Karl N. Flagg Serenity Memorial Chapel which will begin on December 01, 2004 and end on November 30, 2006. This contract may be extended for two (2) additional one year periods by mutual consent of the parties involved. Notification of not less than 90 days prior to the expiration of the initial two (2) year term of its intentions to terminate the contract shall be made if either party desires not to extend the contract beyond the initial two (2) year period.

If you have any questions, please contact me at (386) 329-0368.

BOARD OF COUNTY COMMISSIONERS  
PUTNAM COUNTY, FLORIDA

*Maureen T. Torma*

Ms. Maureen T. Torma, C.P.M.  
Director of General Services

*Go Serenity!*



# PUTNAM COUNTY

P.O. BOX 758  
PALATKA, FLORIDA 32178  
(386) 329-0212

BOARD OF COUNTY COMMISSIONERS

Rick G. Leary  
COUNTY ADMINISTRATOR

October 4, 2006

Karl N. Flagg Serenity Memorial Chapel, Inc.  
2400 Madison Street  
Palatka, FL 32177

RE: AGREEMENT DATED DECEMBER 1, 2004, BETWEEN PUTNAM COUNTY AND  
KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC.

Dear Mr. Flagg:

This will confirm that the referenced Agreement is hereby extended by mutual consent through November 30, 2007, on the existing terms and conditions.

Please sign below to confirm your agreement to the foregoing and return a copy to me.

Very truly yours,

PUTNAM COUNTY BOARD OF COUNTY COMMISSIONERS

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

*R. G. Leary*  
R. G. Leary

County Administrator

AGREED TO AND ACCEPTED THIS 9th DAY OF October, 2006.

KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC.

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

*Karl N. Flagg*

Title: President



**ADDENDUM NO. 1  
TO THE  
CONTRACT FOR PUTNAM COUNTY  
TRANSPORTATION OF CADAVERS  
BETWEEN THE COUNTY OF PUTNAM AND THE COMPANY  
Karl N. Flagg Serenity Memorial Chapel  
2400 Madison St., Palatka, Florida 32177  
Dated: February 23, 2010**

**DESCRIPTION: Extension of Transportation of Cadavers Contract Number 04-43 for Putnam County**

**I. PURPOSE**

This is an addendum to Contract Number 04-43 for the Transportation of Cadavers between the County of Putnam (COUNTY) and Karl N. Flagg Serenity Memorial Chapel (CONTRACTOR), dated December 01, 2004, and made a part hereof. The purpose of this addendum is to specify the dates, pricing, and terms and conditions, of the contract being extended.

**II. TRANSPORTATION OF CADAVERS CONTRACT**

The CONTRACTOR shall provide Transportation of Cadavers for the COUNTY with no changes made to the initial terms and conditions, including pricing, in Contract Number 04-43 as stated in the attached letter from Karl N. Flagg dated February 12, 2010. This contract is based on an initial two (2) year agreement for the period of March 01, 2010 – February 29, 2012 at the initial contract's agreed upon pricing, with the option to extend for three (3) additional one (1) year periods upon mutual agreement, which was approved by the Putnam County Board of County Commissioners (PC BOCC), on February 23, 2010, at the PC BOCC Meeting.

**III. COMPENSATION**

Payment for all services will be made within 30 days of the receipt of proper billing and delivery of the services, to the location (s) specified in the Contract Number 05-15.

PUTNAM COUNTY  
BOARD OF COUNTY  
COMMISSIONERS:

CONTRACTOR:

BY:

Mancee Torra  
DIRECTOR OF GENERAL SERVICES

Karl N. Flagg Serenity Memorial Chapel  
COMPANY NAME

KARL N. FLAGG  
NAME (TYPE OR PRINT)

PRESIDENT  
TITLE

Karl N. Flagg  
SIGNATURE

**FAXED**  
2-26-10

4)



# PUTNAM COUNTY

P.O. BOX 758  
PALATKA, FLORIDA 32178  
(386) 329-0212

BOARD OF COUNTY COMMISSIONERS

R. G. Leary  
County Administrator

September 13, 2011

Karl N. Flagg, President  
Karl N. Flagg Serenity Memorial Chapel, Inc.  
2400 Madison Street  
Palatka, FL 32177

Re: Agreement for Contractor Services dated December 1, 2004, between Putnam County and Karl N. Flagg Serenity Memorial Chapel, Inc. (the "Contract")

Dear Mr. Flagg:

This Letter Agreement will confirm that the referenced Contract has been amended as set forth herein. Capitalized terms used herein without definition shall have the meaning ascribed to them in the Contract.

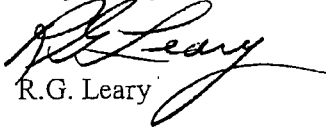
In cases not involving the Medical Examiner, the Contractor shall, if requested by the Putnam County Sheriff's Department, transport the cadaver to the Contractor's funeral home for storage in accordance with generally accepted industry practices.

The County will pay the Contractor (a) \$125.00 for transports from anywhere north of the Dunn's Creek Bridge and (b) \$135.00 for transports from anywhere south of the Dunn's Creek Bridge.

The Contract, as herein amended, shall continue in full force and effect.

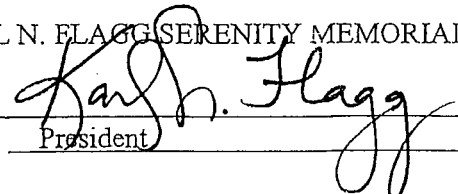
Please sign below to confirm your agreement to the foregoing and return a copy to me.

Very truly yours,

  
R.G. Leary

AGREED TO AND ACCEPTED THIS 14<sup>th</sup> DAY OF SEPTEMBER, 2011.

KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC.

By:   
Title: President

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**COVER PAGE / SIGNATURE FORM**

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has "not" divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with the College.) Failure to sign this form may result in your proposal being deemed as "Non Responsive".

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the PROPOSAL DOCUMENTS and I hereby certify that I am authorized to sign as a Representative from this firm:

Legal Name of Company: KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC.

Tax Id Number: 59-3383354

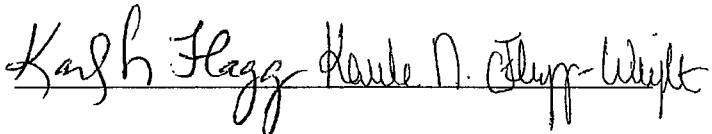
Minority Business Enterprise  
Type & Number (if applicable): Not applicable

Mailing Address: 2400 Madison Street

City, State, Zip Code: Palatka, FL 32177

Telephone Number: (386) 312-0444

E-mail Address: flaggserenity@bellsouth.net

By: Signature (manual): 

By: Signature (typed): Karl N. Flagg Karla N. Flagg-Wright

Title: President/CEO Vice President/COO



**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**COST PROPOSAL FORM**  
Attachment 'A'

Each Contractor shall submit Unit Prices for each of the types of transportation s listed below. These prices shall remain firm throughout the duration of the Contract, including any extensions of the Contract. Please enter the amount for each type of transportation 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 Putnam County boundaries to the District 23 Medical Examiner's Office located in St. Augustine, FL (one way trip). This unit price shall include any and all related service charges.

Item 1:	Per Case (Amount in numerals)	<u>\$275.00</u>
	Per Case (Amount in words):	<u>Two Hundred Seventy-Five and NO/100</u>

Item 2 is for the transportation per case from any location outside Putnam County boundaries, not to exceed two hundred (200) miles, to the District 23 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)	<u>\$475.00</u>
	Per Case (Amount in words)	<u>Four Hundred Seventy-Five and NO/100</u>

\*\* The County expects very few Item 2 transports and therefore the bid for Item 1 will carry the greatest weight.

**Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers**

**LICENSES/PERMITS/CERTIFICATIONS**

Each Firm shall list all current licenses held. The Firm SHALL attach a copy of each current license listed below to this RFP package response.

License Name	License #	Issuing Agency	Expiration Date
Karl N. Flagg Serenity Memorial Chapel	F041190	FL Dept of Financial Services Bd of Funeral, Cemetery, Con. Svcs.	11/30/2020
Karl N. Flagg Serenity Memorial Chapel	54-64-01219	FL Dept. of Health	09-30-2019
Karl N. Flagg	F044147	FL Dept of F.S. Bd of Funeral, Cemetery, Consumer Svc.	08-31-2019
Karla N. Flagg-Wright	F076141	"	"
LaShonda Simmons-Watson	F043914	"	"
Todd L. Williams	F050438	"	"
City of Palatka Business Tax	4095.1	City of Palatka	09-30-2019
Karla Flagg Notary Public	GG241401	State of Florida	07-24-2022
Lula Jones Notary Public	GG257020	State of Florida	09-10-2022

# State of Florida



## Department of State

I certify from the records of this office that KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC. is a corporation organized under the laws of the State of Florida, filed on May 3, 1996.

The document number of this corporation is P96000039731.

I further certify that said corporation has paid all fees due this office through December 31, 2003, that its most recent annual report/uniform business report was filed on September 6, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Eighth day of September, 2003



CR2EO22 (2-03)

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

FILE NOW: FILING FEE AFTER MAY 1 IS \$550.00

PROFIT CORPORATION ANNUAL REPORT 1997



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State  
DIVISION OF CORPORATIONS

FILED  
Feb 25 1997 8:00am  
Secretary of State

DOCUMENT # P96000039731 (0)

1. Corporation Name  
KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC.



Principal Place of Business  
1700 OAK ST.  
PALATKA FL

Mailing Address  
PO BOX 775  
PALATKA FL 32178-0775

3. Date Incorporated or Qualified  
05/03/1986

3a. Date of Last Report

2. Principal Place of Business  
21 2400 Madison Street

2a. Mailing Address  
26 Suite, Apt. #, etc.

4. FEI Number  
59-3383354

Applied For  
Not Applicable

22 City & State  
23 Palatka, FL 32177

27 City & State  
28

5. Certificate of Status Desired  
6. Election Campaign Financing Trust Fund Contribution

7. This corporation has liability for intangible tax under s. 199.032, Florida Statutes

24 32177 25 U.S.A.

29 Zip Country

8. Yes No

9. Name and Address of Current Registered Agent  
MCLEOD, ROBERT L II  
43 CINCINNATI ST.  
ST. AUGUSTINE FL 32085

10. Name and Address of New Registered Agent

B1 Name  
B2 Street Address (P.O. Box Number is Not Acceptable)  
B3  
B4 City FL B5 Zip Code

11. Pursuant to the provisions of Sections 607.0502 and 607.1508, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with, and accept the obligations of, Section 607.0505, Florida Statutes.

SIGNATURE DATE

12. OFFICERS AND DIRECTORS

11.1 TITLE	PVS	<input type="checkbox"/> DELETE
11.2 NAME	FLAGG, KARL N	
11.3 STREET ADDRESS	1700 OAK ST.	
11.4 CITY-ST-ZIP	PALATKA FL 32177	
11.5 TITLE		<input type="checkbox"/> DELETE
11.6 NAME		
11.7 STREET ADDRESS		
11.8 CITY-ST-ZIP		
11.9 TITLE		<input type="checkbox"/> DELETE
11.10 NAME		
11.11 STREET ADDRESS		
11.12 CITY-ST-ZIP		
11.13 TITLE		<input type="checkbox"/> DELETE
11.14 NAME		
11.15 STREET ADDRESS		
11.16 CITY-ST-ZIP		

13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12

12.1 TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
12.2 NAME		
12.3 STREET ADDRESS		
12.4 CITY-ST-ZIP		
12.5 TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
12.6 NAME		
12.7 STREET ADDRESS		
12.8 CITY-ST-ZIP		
12.9 TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
12.10 NAME		
12.11 STREET ADDRESS		
12.12 CITY-ST-ZIP		
12.13 TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
12.14 NAME		
12.15 STREET ADDRESS		
12.16 CITY-ST-ZIP		

14. I do hereby certify that the information furnished with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this annual report, or supplementary annual report is true and accurate and that my 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 in Block 12 or Block 13, change or on an attachment with an address.

SIGNATURE: *Karl N. Flagg* 2-20-97 (904) 325-9818

SIGNATURE AND TYPE OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR Date Daytime Phone #

CR2E034 (9/96)



**2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P96000039731

Entity Name: KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC.

**Current Principal Place of Business:**

2400 MADISON ST  
PALATKA, FL 32177

**FILED**  
**Feb 07, 2019**  
**Secretary of State**  
**7798156623CC**

**Current Mailing Address:**

2400 MADISON ST  
PALATKA, FL 32177 US

FEI Number: 59-3383354

Certificate of Status Desired: No

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

MCLEOD, ROBERT L. II  
1200 PLANTATION ISLAND DR., S  
SUITE 140  
ST. AUGUSTINE, FL 32080 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: ROBERT L. MCLEOD II

02/07/2019

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title           PRESIDENT, CEO  
Name           FLAGG, KARL N  
Address        2400 MADISON STREET  
City-State-Zip: PALATKA FL 32177

Title           VP, CHAIRMAN  
Name           SMITH, WILLARD, SR. E  
Address        138 LIVE OAK DRIVE  
City-State-Zip: SAN MATEO FL 32187

Title           VC, DIRECTOR  
Name           FLAGG, JOHN H. JR.  
Address        2400 MADISON STREET  
City-State-Zip: PALATKA FL 32177

Title           VP, COO  
Name           FLAGG-WRIGHT, KARLA N  
Address        158 LATESHA TERRACE  
City-State-Zip: PALATKA FL 32177

Title           DIRECTOR  
Name           FLAGG-JOSEPH, T'RONDA J  
Address        377 PINE HILL PLACE  
City-State-Zip: NORCROSS GA 30093

Title           DIRECTOR  
Name           SMITH, STEVEN  
Address        138 LIVE OAK DRIVE  
City-State-Zip: SAN MATEO FL 32187

Title           DIRECTOR  
Name           HUNTER, LEON O  
Address        2400 MADISON ST  
City-State-Zip: PALATKA FL 32177

Title           SECRETARY, DIRECTOR  
Name           FLAGG, KANDYCE MATERIA  
Address        2601 FAIRWAY DRIVE  
City-State-Zip: PALATKA FL 32177

*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: KARL N FLAGG

PRESIDENT/CEO

02/07/2019

Electronic Signature of Signing Officer/Director Detail

Date



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Lawton Chiles  
Governor

Richard T. Farrell  
Secretary

July 9, 1997

Karl N. Flagg Serenity Memorial Chapel, Inc.  
2400 Madison Street  
Palatka, FL 32177

Dear Owner:

The Florida Board of Funeral Directors and Embalmers has approved you for licensure, and has requested the Department of Business and Professional Regulation to issue Karl N. Flagg Serenity Memorial Chapel, Inc. establishment license number FH 2313 effective July 8, 1997. You will receive a computerized license from the Department in about 4-6 weeks.

Death certificates, fetal death certificates and burial transit permits can be obtained from the Vital Statistics office in your County Public Health Unit. The Chief Deputy Registrar (CDR) can provide training for you in the proper completion of the above mentioned documents.

Enclosed is a copy of Chapter 470, Florida Statutes, Rule 61G8, Florida Administrative Code, and an original copy of the Affidavit of Bodies Handled form. Please DO NOT send them to your local Vital Statistics office.

If you have any questions, please contact the Board office at the number below.

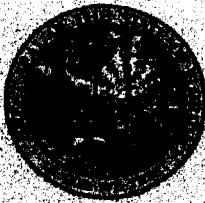
Sincerely,

Susan J. Foster  
Executive Director

Enclosures

xc: Inspector for Gainesville BIS office  
Putnam County Health Department





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

FUNERAL ESTABLISHMENT

LICENSE PERIOD: DECEMBER 1, 2018 - NOVEMBER 30, 2020  
LICENSE NUMBER: F041190

The FUNERAL ESTABLISHMENT indicated below is licensed under the provisions of Chapter 497 Florida Statutes.

Business Location: 2400 MADISON ST . PALATKA, FL 32177-2827

KARL N FLAGG SERENITY MEMORIAL CHAPEL  
2400 MADISON ST  
PALATKA FL 32177-2827

Jimmy Patronis  
CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA



CITY OF PALATKA  
201 N 2ND ST  
PALATKA FL 32177-3735

\* This receipt is only good for the location listed and may be subject to other conditions/restrictions, and shall not be used to represent any level of qualification, certification or professional expertise.

**IMPORTANT REMINDER: 6" 911 Numbers MUST be posted on building.**

License : 4095.1  
Business Name : SERENITY MEMORIAL CHAPEL, INC.  
Location Addr : 2400 Madison St  
Issue Date : 09/11/18  
Expiration Dt : 09/30/19

Lic Nbr/Class :  
107 FUNERAL DIRECTOR, UNDERTAKER

\* PLEASE DISPLAY IN A CONSPICUOUS LOCATION \*

SERENITY MEMORIAL CHAPEL, INC.  
2400 MADISON ST  
PALATKA FL 32178-0775

OFFICIAL RECORDS

LICENSE NUMBER  
2583

CERTIFICATE NUMBER  
F No 4189

Funeral Directors



Certificate

State Board of Funeral Directors and Embalmers

*This is to Certify that*

**Kari H. Flagg**

having conformed with the requirements of Chapter 470, Florida Statutes, is hereby granted license to practice

FUNERAL DIRECTING

in the State of Florida according to the Laws, Rules and Regulations of the Board of Funeral Directors and Embalmers. This certificate shall be valid when accompanied by a current license issued by the Department of Professional Regulation.

In WITNESS WHEREOF we hereunto cause our signatures to be affixed this 11<sup>th</sup> day of July A.D. 1983

Vice Chairman

Chairman

FILED AND RECORDED IN PUBLIC RECORDS  
CLERK OF COURTS  
PUTNAM COUNTY, FLORIDA

*Charles J. [Signature]*

*Robert E. Ramsdell*

OFFICIAL RECORDS

LICENSE NUMBER

2815

CERTIFICATE NUMBER

E No 3252

Embalmers



Certificate

State Board of Funeral Directors and Embalmers

This is to Certify that

Walter H. Figg

having conformed with the requirements of Chapter 470, Florida Statutes, is hereby granted license to practice

EMBALMING

in the State of Florida according to the Laws, Rules and Regulations of the Board of Funeral Directors and Embalmers. This certificate shall be valid when accompanied by a current license issued by the Department of Professional Regulation.

In WITNESS WHEREOF we hereunto cause our signatures to be affixed this 11th day of July A.D. 1923

Vice Chairman

Chairman

Robert E. Randall



013433

FILED AND REC. RECORDS OF FLORIDA

1923 DEC 18 PM 2:18



UNAUTHORIZED COPY

UNAUTHORIZED COPY



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

FUNERAL DIRECTOR & EMBALMER

LICENSE PERIOD: SEPTEMBER 1, 2017 - AUGUST 31, 2019  
LICENSE NUMBER: F044147

The FUNERAL DIRECTOR & EMBALMER indicated below is licensed under the provisions of Chapter 497 Florida Statutes.

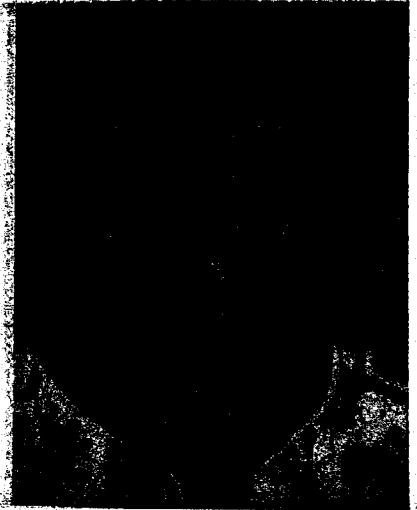
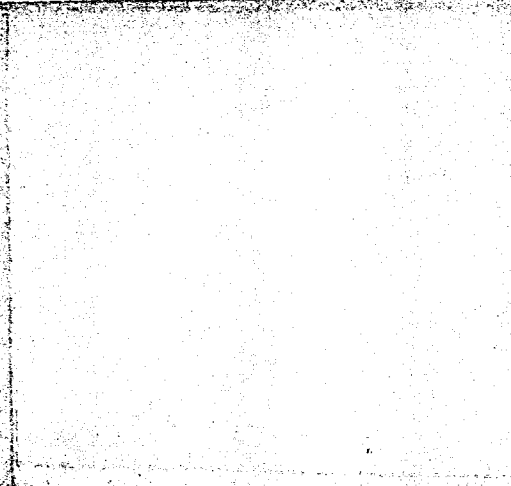
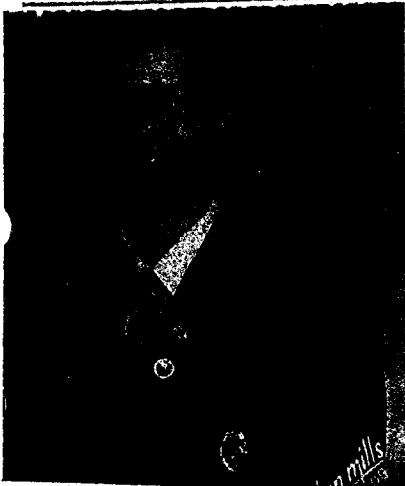
ATTACH PHOTO HERE

KARL N FLAGG  
2400 MADISON STREET  
PALATKA FL 32177

Jimmy Patronis  
CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA

UNAUTHORIZED COPY

UNAUTHORIZED COPY



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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

FUNERAL DIRECTOR & EMBALMER

LICENSE PERIOD: SEPTEMBER 1, 2017 - AUGUST 31, 2019  
LICENSE NUMBER: F043914

The FUNERAL DIRECTOR & EMBALMER indicated below is licensed under the provisions of Chapter 497 Florida Statutes.

ATTACH PHOTO HERE

LASHONDA T SIMMONS - WATSON  
P.O. BOX 85  
PALATKA FL 32178

Jimmy Patronis  
CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA

UNAUTHORIZED COPY

UNAUTHORIZED COPY



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

FUNERAL DIRECTOR & EMBALMER

LICENSE PERIOD: SEPTEMBER 1, 2017 - AUGUST 31, 2019  
 LICENSE NUMBER: F050438

The FUNERAL DIRECTOR & EMBALMER indicated below is licensed under the provisions of Chapter 497 Florida Statutes.



TODD L WILLIAMS  
 P O BOX 933  
 PALATKA FL 32178

Jimmy Patronis  
 CHIEF FINANCIAL OFFICER  
 STATE OF FLORIDA



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

FUNERAL DIRECTOR

LICENSE PERIOD: SEPTEMBER 1, 2017 - AUGUST 31, 2019  
 LICENSE NUMBER: F076141

The FUNERAL DIRECTOR indicated below is licensed under the provisions of Chapter 497 Florida Statutes.



KARLA NIKOLE FLAGG - WRIGHT  
 158 LATESHA TERRACE  
 PALATKA FL 32177

Jimmy Patronis  
 CHIEF FINANCIAL OFFICER  
 STATE OF FLORIDA





**DEPARTMENT OF FINANCIAL SERVICES**  
**Division of Funeral, Cemetery & Consumer Services**  
 200 East Gaines Street  
 Tallahassee, FL 32399-0361

2018 FUNERAL ESTABLISHMENT INSPECTION FORM  
 INSPECTION AUTHORITY 497.380(10), F.S., 69K-21.002(1), F.A.C.

ATN#: 31188

Establishment: Karl N Flagg Serenity Memorial Chapel

License Number: F041190

Address: 2400 Madison St, Palatka, Putnam Florida 32177-2827

Business Phone: (386) 312-0444

Owner's Name: Karl N Flagg Serenity Memorial Chapel

FDIC Name & License No.: Flagg, Karl N (F044147)

Is FDIC a licensed embalmer? Yes If not, was FDIC listed on last renewal as FDIC? \_\_\_\_\_

Date of Last Inspection: 07-31-17 Date of This Inspection: 7-25-18 Name of Inspector: Madelyn Fradkin

Annual Cases as of December 31, 2017 113 Total Pre-Need Contracts written as of December 31, 2017 N/A

Pre-Need License: N/A  Main  Branch Pre-Need Main Name: M&C Serenity

LICENSING REQUIREMENTS	Yes	No	N/A
101 Establishment operating under active, valid license [497.380(3), F.S.]	✓		
102 Establishment license conspicuously displayed in a manner visible to the public [Ref: 497.376(2) F.S., 69K-21.005(1) F.A.C.]	✓		
103 Funeral Directors and Embalmers licenses are all active and valid [Ref: 497.380(6) & (7), F.S.]	✓		
104 Funeral Directors & Embalmers licenses displayed with a photograph current within two years [Ref: 497.376(2) F.S., 69K-21.005(1) & (3), F.A.C.]	✓		
105 Establishment employs only licensed persons in the practice of funeral directing and embalming [Ref: 497.152(5)(d), F.S.]	✓		
106 All current licenses/registrations or copies for all licensed persons available upon demand [Ref: 497.376(2) F.S., 69K-21.005(1)(a) F.A.C.]	✓		
107 Establishment is licensed to sell Pre-Need [Ref: 497.452(1)(a) F.S.]		✓	
108 Pre-need sales agent(s) are properly licensed and appointed [Ref: 497.466(1) F.S.]			✓
109 Does the FDIC act as a Broker of Burial Rights		✓	
110 Does the FDIC maintain his records?			✓
PREPARATION ROOM REQUIREMENTS	Yes	No	N/A
111 Preparation room on premises is equipped [Ref: 497.380(10) F.S., 69K-21.003(1)]	✓		
112 There is adequate ventilation, including working exhaust fan [Ref: 497.380(10) F.S., 69K-21.003(1)(a) F.A.C.]	✓		
113 Operating tables have non-porous surface [Ref: 497.380(10) F.S., 69K-21.003(1)(b) F.A.C.]	✓		
114 The floors are sanitary with non-porous surfaces [Ref: 497.380(10) F.S. 69K-21.003(1)(c), F.A.C.]	✓		
115 There are sanitary waste receptacles in accordance with Sec.497.380(10), F.S. & 69K-21.003(1)(d), F.A.C.]	✓		
116. Separate hand sink with hot & cold running water [Ref. Sec. 497.380(10), F.S. & 69K-21.003(1)(e), F.A.C.]	✓		
117 There is a service sink [Ref. Sec 497.380(10), F.S. & 69K-21.003(1)(e), F.A.C.]	✓		
118 Floor drain or sanitary drain is connected to central sewage/septic tank or alternate method for body fluid removal. [Sec. 497.380(10), F.S. & 69K-21.003(1)(e), F.A.C.]	✓		
119 Required instruments maintained [Ref. Sec 497.380(10), F.S. & 69K-21.003(1)(f) 1-20, F.A.C.]	✓		
120 Contains minimum embalming supplies [Ref. Sec. 497.380(10) & 69K-21.003(1)(g)(1-3), F.A.C.]	✓		
121 Practices the management of biomedical waste segregation, handling, labeling, storage, transport and treatment [Ref: 69K-21.003(5), F.A.C.]	✓		
122 Room is in clean/sanitary condition [Ref. Sec. 497.380(10), F.S. & 69K-21.003(5), F.A.C.]	✓		
ESTABLISHMENT REQUIREMENTS	Yes	No	N/A
123 Establishment conducts business in name by which it is licensed. [Ref. Sec. 497.380(1), F.S., ]	✓		

I have read this inspection report. The laws and regulations herein have been explained. I affirm the information given herein is true and correct to the best of my knowledge. I acknowledge that I have received a copy of this report. I understand that this establishment has twenty (20) days to respond in writing, to any deficiencies or violations noted.

Karl N Flagg  
 Signature of Owner, Licensee or Authorized Rep.

7/25/18  
 Date

Madelyn Fradkin  
 Inspection/Investigator Signature and Title

Madelyn Fradkin/ FEA I



**DEPARTMENT OF FINANCIAL SERVICES**  
**Division of Funeral, Cemetery & Consumer Services**  
**200 East Gaines Street**  
**Tallahassee, FL 32399-0361**

124 Establishment has refrigeration for storage of dead human bodies or contract for preparation and refrigeration. [Ref: Sec. 497.380(1), F.S., 69K-21.003(1), F.A.C.]	✓		
125 There is available to the establishment adequate refrigerated storage space at a temperature of 40 degrees Fahrenheit or below for the average daily number of bodies stored [Ref. Sec. 497.386(2), F.S.]	✓		
126 Establishment affixes on the <u>ankle of wrist</u> of the deceased, and on the casket or alternative container, proper identification before final disposition. [Ref: 497.171(1)(a)(b), F.S.]	✓		
127 Department is notified of centralized dead human bodies/storage name/location. [Ref: Sec. 497.386(2), F.S. & 69K-21.003(3) & (4), F.A.C.] <u>advising licensee</u>	✓		
128 Centralized facility is within 75 miles and is available for continuous full-time use [Ref. Sec 497.380(10), F.S. & 69K-21.003(4)(d), F.A.C..]	✓		
129 Adult caskets (least expensive/other) (sale/for use) displayed in same general manner [Ref: Sec. 497.152(11)(f)]	✓		
130 Casket prices conspicuously displayed on/in casket or booklet or on-line [Ref: Sec. 497.152(12)(f), F.S. & 69K-21.003(7), F.A.C.]	✓		
131 Name of Establishment and FDIC displayed at public entrance [Ref: Sec. 497.380(14), F.S. & 69K-21.003(8), F.A.C.]	✓		
132 Copy of last inspection report available upon request [Ref: 497.380(10), F.S. and 69K-21.005(1)(b), F.A.C.]	✓		
133 Current copy of inspection rules/criteria available upon demand [Ref: 497.380(10), F.S. and 69K-21.005(1)(c), F.A.C.]	✓		
134 Copies of signed at-need contracts/agreements are retained for at least two years [Ref: 497.149(2)(b), F.S. and 69K-21.006, F.A.C.]	✓		
135 Copies of final bills/written agreements or obligations furnished to customer are retained at least two years [Ref: 497.152(11)(a), F.S. and 69K-21.006 F.A.C.]	✓		
136 Establishment involved in cremation arrangements is retaining records at least 2 years [Sec. 497.149(2)(b), F.S. & 69K-21.006, F.A.C.]	✓		
137 Full time Director-in-Charge is not designated full-time director-in-charge at any other establishment [Ref: Sec. 497.380(7), F.S. and 69K-21.001(2) and 69K-21.007, F.A.C.]	✓		
138 Full-time Director-in-Charge is not simultaneously sole qualifying direct disposer in charge of direct disposal establishment [Ref: 497.380(7), F.S. and 69K-21.001(2), F.A.C.]	✓		
139 Funeral Director is reasonably available to public during normal business hours [Ref: 497.380(7), F.S., 69K-21.007(1), F.A.C.]	✓		
140 Itemized price list of merchandise/services with establishment name, address, and telephone number available. [Ref: 497.152(12)(b), F.S.]	✓		
141 Establishment provides retail prices by telephone [Ref: 497.152(12)(c) F.S.]	✓		
142 Customer's written agreements for funeral arrangements with priced items furnished to customer [Ref: 497.152(11)(a), F.S.]	✓		
143 Customer's written agreement contains name, address, telephone number of establishment and disclosure statement [Ref: 497,152(11)(a), F.S.]	✓		
144 Customer's written agreement is dated and contains signatures of both customer and funeral director [Ref: 497.152(11)(a), F.S.]	✓		
145 Establishment is not operating in same location as other funeral or direct disposer establishment unless co-located on 10/1/1993 [Ref: 497.380(9), F.S.]	✓		
146 Establishment maintains written procedures for handling complaints [Ref: 497.152(14)(a), F.S.]	✓		
147 Establishment maintains a complaint log [Ref: 497.15(2) F.S.]	✓		
148 Health and safety education provided to operational personnel [Ref: 497.162 F.S. and 69K-17.0035, F.A.C.]	✓		
149 Have all violations and errors noted in the previous report been corrected?			✓
<b>APPRENTICE/INTERN PROGRAM (Inspection if appropriate)</b>	Yes	No	N/A
150 Establishment approved by the board for training of Funeral Director or Embalmer interns [Ref: Sec. 497.370(3), F.S., 497.375(2), F.S., 69K-18.004(2), F.A.C.] <u>NO INTERN AT THIS TIME</u>	X		
151 Embalmer-Interns and/or Funeral Director Interns registered with the department [Ref: 497.370(3), F.S., 497.375(2), F.S., 69K-18.001(1), F.A.C. & 69K-18.002(1), F.A.C.]			✓
152 Embalmer Intern and/or Funeral Director Intern working under supervision of a Florida licensed embalmer/funeral director [Ref: 497.370(1), F.S., 497,375(1), F.S., 69K-18.001(2), F.A.C. and 69K-18.002(3), F.A.C.]			✓

I have read this inspection report. The laws and regulations herein have been explained. I affirm the information given herein is true and correct to the best of my knowledge. I acknowledge that I have received a copy of this report. I understand that this establishment has twenty (20) days to respond in writing, to any deficiencies or violations noted.

Kath Flagg  
 Signature of Owner, Licensee or Authorized Rep.

7/25/18  
 Date

Madelyn Fradkin  
 Inspection/Investigator Signature and Title

Madelyn Fradkin/ FEA I



**DEPARTMENT OF FINANCIAL SERVICES**  
 Division of Funeral, Cemetery & Consumer Services  
 200 East Gaines Street  
 Tallahassee, FL 32399-0361

1543 Supervising Embalmer/Funeral Director physically present or on premises while intern is performing services [Ref: 497.370(1), F.S., 497.375(1), F.S., and 69K-18.002(3), F.A.C.]			✓
154 Name of Supervisor to Embalmer/Funeral Director Interns:			✓

**SUB-CONTRACTORS**

	YES	NO	N/A	NAME OF FACILITY
Embalming			✓	In-house
Refrigeration			✓	In-house
Removal			✓	In-house
Cinerator	✓			St. Johns Family
Biomedical Waste	✓			Waste Management

**EMPLOYEES**

Licensed Individual	License No.	Active (Y/N)	Licensed Individual	License No.	Active (Y/N)
Karl N Flagg (FDIC)	F044147	Y			
Lashonda T Simmons - Watson	F043914	Y			
Todd L Williams	F050438	Y			
Karla Nikole Flagg - Wright	F076141	Y			

Comments: BHR provided was not on approved form, 497.382, F.S.  
Licensee counseled + advised to utilize approved form.

have read this inspection report. The laws and regulations herein have been explained. I affirm the information given herein is true and correct to the best of my knowledge. I acknowledge that I have received a copy of this report. I understand that this establishment has twenty (20) days to respond in writing, to any deficiencies or violations noted.

Karl N Flagg  
 Signature of Owner, Licensee or Authorized Rep.

7/25/18  
 Date

Madelyn Fradkin  
 Inspection/Investigator Signature and Title

Madelyn Fradkin/FEA I



NOTARY I.D. NO.  
1405968

COMMISSION NO.  
GG 241401

# STATE OF FLORIDA

Executive Department

I, Rick Scott, Governor of Florida, by virtue of the authority vested in me  
by the Constitution and Laws of this State,  
do hereby commission

**Karla Flagg-Wright**

to be

**NOTARY PUBLIC**

in and for the State of Florida

from July 25, 2018 through July 24, 2022 and in the

Name of the People of the State of Florida to have, hold and exercise the said office and  
all the powers and responsibilities appertaining thereto, and to receive the privileges  
and emoluments thereof in accordance with the law,

In Testimony Whereof, I do hereunto set my hand and cause to be affixed the  
Great Seal of the State, Tallahassee, Florida.

Handwritten signature of Rick Scott in black ink.

\_\_\_\_\_  
Governor

Handwritten signature of Ken DeFronzo in black ink.

\_\_\_\_\_  
Secretary of State

N P U



The National Funeral Directors Association  
recognizes

**Karl N Flagg Serenity Memorial Chapel  
Inc**

*as a valued member for the year 2019*

A handwritten signature in black ink, appearing to read 'C. Bowman', is positioned above the printed name.

**Charles T. Bowman, CMSP, CFSP, CCO**  
NFDA President

A handwritten signature in black ink, appearing to read 'Christine Pepper', is positioned above the printed name.

**Christine Pepper**  
NFDA Chief Executive Officer

100

100

THE UNIVERSITY OF CHICAGO  
LIBRARY





**54-64-01219**

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit

Biomedical Waste - Funeral Home

Issued To: Karl N. Flagg Serenity Memorial Chapel, Inc.  
2400 Madison Street  
Palatka, FL 32177

Mail To: Attention: Lula Jones  
Karl N. Flagg Serenity Memorial Chapel, Inc.  
2400 Madison Street  
Palatka, FL 32177-2827

Owner: Karl N Flagg Serenity Memorial Chapel, Inc.

**01-BID-3835058**

County: Alachua  
Amount Paid: \$85.00  
Date Paid: 09/10/2018  
Issued Date: 10/01/2018  
**Expires On: 09/30/2019**

Issued By:  
Department of Health in Alachua County  
224 SE 24th Street  
Gainesville, FL 32641-3405

(352) 334-7930



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/08/2019

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

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

<b>PRODUCER</b> Norman Insurance Advisors LLC 798 North Ponce de Leon Blvd.  St. Augustine FL 32084	<b>CONTACT NAME:</b> Andrew M Norman <b>PHONE (A/C, No, Ext):</b> (904) 819-5949 <b>E-MAIL ADDRESS:</b> admin@normaninsuranceadvisors.com	<b>FAX (A/C, No):</b> (904) 819-5951
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> (386) 312-0444 Karl N Flagg Serenity Memorial Chapel Inc  2400 Madison St  Palatka FL 32177	<b>INSURER A:</b> Old Dominion Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> 40231


**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 5362      **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BPT0290R	01/28/2019	01/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			B1T0290R	01/20/2019	01/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<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	Y/N	N/A	WCT0290R	01/28/2019	01/28/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The certificate holder is listed as an additional insured when required under written contract.

**CERTIFICATE HOLDER**      **CANCELLATION**

1 am County Board of County Commissioners  2509 Crill Avenue Suite 200 Palatka FL 32177	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 
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**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that  
KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC. (name of business) does:

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 dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 Chapter 893 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.
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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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



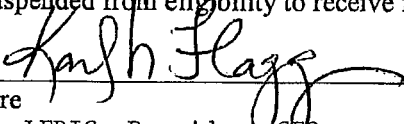
Dated: MARCH 12, 2019

Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
  - a) The prospective contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.475, Florida Statutes, and 215.4725 Florida Statutes, respectively, or is engaged in a boycott of Israel.
  - b) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
  - c) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - e) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

  
LFDIG; President/CEO

Title

Karl N. Flagg Serenity Memorial Chapel, Inc.

Firm

2400 Madison Street, Palatka, FL 32177

Address

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON  
PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA  
COUNTY OF PUTNAM

Before me, the undersigned personally appeared who, being by me first duly sworn, and made the following statement:

1. The business address of

KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC. [name of firm]

Is 2400 MADISON STREET, PALATKA, FL 32177

2. My relationship to KARL N. FLAGG SERENITY MEMORIAL CHAPEL, INC. [name of firm]

Is PRESIDENT/CEO Licensed Funeral Director in Charge  
[relationship, such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a

Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers

person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list.

The name of the convicted person or affiliate is \_\_\_\_\_.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

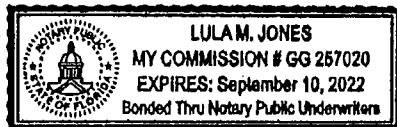
[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and country first mentioned above on the

\_\_\_\_\_ 12th \_\_\_\_\_ day of \_\_\_\_\_ MARCH \_\_\_\_\_, 2019 \_\_\_\_\_

*Karl N. Flagg*

Signed \_\_\_\_\_ KARL N. FLAGG, President/CEO \_\_\_\_\_ Licensed Funeral Director in charge



(affix seal)

*Lula M. Jones*

Notary Public

September 10, 2022

My commission expires

**Putnam County, Florida RFP No.: 19-12**  
**Transportation of Cadavers**  
**NON-COLLUSION STATEMENT**

By signing this offer, the CONTRACTOR certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Putnam County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any Putnam County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME

RELATIONSHIPS

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In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exists.

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF PUTNAM

**BEFORE ME, the undersigned authority, personally came and appeared,**

KARL N. FLAGG, who after being duly sworn, deposed and said that he is the fully authorized President/CEO of Karl N. Flagg Serenity Memorial Chapel, Inc.

(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 12th DAY OF  
MARCH, 20 19. NOTARY PUBLIC

AFFIANT

Company Name: Karl N. Flagg Serenity Memorial Chapel, Inc.

Address: 2400 Madison Street, Palatka, FL 32177

Phone Number: (386) 312-0444

Signature: *Karl N. Flagg*  
Karl N. Flagg

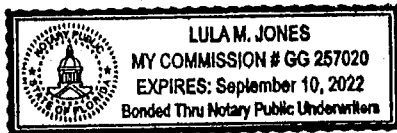
NON-COLLUSION AFFIDAVIT IN THE STATE OF FLORIDA

Karl N. Flagg Serenity Memorial IN THE COUNTY OF PUTNAM

Chapel, Inc., Karl N. Flagg being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this 12th day of March, 2019

NOTARY PUBLIC in and for the State of Florida Signature

Seal



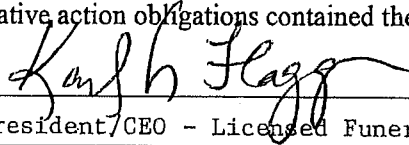
*Lulam Jones*  
Notary Public Signature

Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:



Title:

President/CEO - Licensed Funeral Director in charge

Firm:

Karl N. Flagg Serenity Memorial Chapel, Inc.

Address:

2400 Madison Street, Palatka, FL 32177

---

**Putnam County, Florida RFP No.: 19-12  
Transportation of Cadavers  
ACKNOWLEDGEMENT OF ADDENDA FORM**

Name of Bidder: Karl N. Flagg Serenity Memorial Chapel, Inc.

Acknowledgement of receipt of addenda:

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

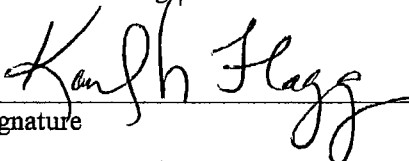
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

\*If no addendums are issued, this section only needs to be acknowledged as "none received".

This acknowledgement of Addenda form is to be returned with your RFP Proposal.

	President/CEO Licensed Funeral Director in charge
Signature	Title
Karl N. Flagg	3/12/2019
Printed Name	Date



## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>KARL N FLAGG SERENITY MEMORIAL CHAPEL, INC.</b></p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. <b>2400 Madison Street</b></p>	<p>Requester's name and address (optional) <b>Putnam County Board of County Commissioners</b></p>
	<p>6 City, state, and ZIP code <b>Palatka, FL 32177</b></p>	
	<p>7 List account number(s) here (optional)</p>	

### Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
or	
Employer identification number	
5 9 - 3 3 8 3 3 5 4	

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**    Signature of U.S. person ▶ *Karl N Flagg*    Date ▶ *03-12-2019*

### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



**PUTNAM COUNTY  
VENDOR APPLICATION FORM**

Businesses interested in being added to the Putnam County vendor list must complete this application and submit it to the General Services Department (contact information below). Please notify the General Services Department immediately of any changes. This includes changes of name, address or telephone numbers, changes in personnel listed on this application, and addition or deletion of items you are interested in providing. A current W-9 must be on file for each vendor. Copies of applicable licenses may be requested. Specific insurance requirements may apply depending upon the services rendered. This form can be downloaded from the website and electronically completed, or printed and completed.

Putnam County General Services Department  
223 Putnam County Blvd.  
East Palatka, FL 32131  
(386) 329-0368 (Office)  
(386) 329-0468 (FAX)  
ann.giesecke@putnam-fl.com

**Date:** MARCH 12, 2019

**Application Type (Check One):**

- New Application
- Name and/or Address Change
- Add Commodities
- Delete Commodities

**Applicant Information:**

Company (*Vendor*) Name: KARL N FLAGG SERENITY MEMORIAL CHAPEL, INC.

Owner/Manager (*Name and Title*) Karl N. Flagg, LFDIC; President/CEO

DBA (*If Applicable*): Not Applicable

Federal I.D. # or Social Security #: 59-3383354

Business License # F041190 Funeral Establishment

Address: 2400 Madison Street

City: Palatka State: Florida Zip Code: 32177

Phone Number: (386) 312-0444 Email: flaggserenity@bellsouth.net FAX: (386) 312-0099

**Mailing Address for Payments (If Different From Above):**

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

**Type of Organization (Check One):**

Individual/Sole Proprietor \_\_\_\_\_  
 Partnership \_\_\_\_\_  
 Corporation   ✓   \_\_\_\_\_  
 Nonprofit \_\_\_\_\_

Incorporated under the laws of the State of: Florida

How long in present business   21   (Years)   8   (Months)

**Please describe the types of goods and/or services you provide.**

Removal & Transportation of Cadavers; Embalming; Funeral Directing; Burial; Cremation services;  
Memorial Services and all other funeral related services.

**Persons Authorized to Sign Bids, Offers and Contracts:**

Name	Official Capacity	Telephone # (Include area code)
Karl N. Flagg	President/CEO	386-312-0444
Karla N. Flagg-Wright	Vice President/COO	328-312-0444

**Persons to Contact on Bids or Quotes:**

Name	Official Capacity	Telephone # (Include area code)
Karl N. Flagg	President/CEO	386-312-0444
Karla N. Flagg-Wright	Vice President/COO	386-312-0444

**I hereby certify the information supplied herein is correct:**

Karl N. Flagg  
 Name (Type or Print)

  
 Signature

President/CEO  
 Title (Type or Print)

## COMMODITY LIST

Please place a checkmark by the items you are interested in supplying.

<input type="checkbox"/> 005	ABRASIVES	<input type="checkbox"/> 205	COMPUTERS, DP & WORD PROC
<input type="checkbox"/> 010	ACOUST, TILE, INSULAT MAT	<input type="checkbox"/> 210	CONCRETE & CORRUGATED MTL
<input type="checkbox"/> 015	COPYING MACHINE SUPPLIES	<input type="checkbox"/> 220	CONTRL, INDICA, RECORD INST
<input type="checkbox"/> 020	AGRICULTURAL EQUIPMENT	<input type="checkbox"/> 225	COOLER, DRINKING WATER
<input type="checkbox"/> 025	AIR COMPRESSORS & ACCES	<input type="checkbox"/> 232	CRAFTS, SPECIALIZED
<input type="checkbox"/> 031	AIR CONDITIONING & HEATING	<input type="checkbox"/> 233	CRAFTS, SPECIALIZED
<input type="checkbox"/> 035	AIRCRAFT EQUIPMENT	<input type="checkbox"/> 240	CUTLERY, DISHES, ETC
<input type="checkbox"/> 040	ANIMALS LIVE	<input type="checkbox"/> 265	DRAPES, CURTAINS, UPHOLSTER
<input type="checkbox"/> 045	APPLICANCES, HOUSEHOLD	<input type="checkbox"/> 270	DRUGS, PHARMAC & BIOLOGY
<input type="checkbox"/> 050	ART EQUIPMENT & SUPPLIES	<input type="checkbox"/> 280	ELECTRICAL CABLES / WIRE NE
<input type="checkbox"/> 052	ART OBJECTS	<input type="checkbox"/> 285	ELECTRICAL EQUIP & SUPPLY
<input type="checkbox"/> 055	AUTO & TRUCK ACCESSORIES	<input type="checkbox"/> 287	ELECTRONIC COMPONENTS
<input type="checkbox"/> 060	AUTO & TRUCK MAINTENANCE ITEMS	<input type="checkbox"/> 290	ENERGY COLLECTING EQUIP
<input type="checkbox"/> 065	AUTO BODIES & ACCESSORIES	<input type="checkbox"/> 295	ELEVATORS
<input type="checkbox"/> 070	AUTO MAJOR TRANSPORTATION	<input type="checkbox"/> 300	EMBOSSING / ENGRAVING
<input type="checkbox"/> 075	AUTO SHOP EQUIPMENT & SUP	<input type="checkbox"/> 305	ENGINEERING EQUIPMENT
<input type="checkbox"/> 080	BADGES ^ OTHER ID EQUIP	<input type="checkbox"/> 310	ENVELOPES, PLAIN, PRINTED
<input type="checkbox"/> 085	BAGS, BAGGING, TIES & EROSION	<input type="checkbox"/> 315	EPOXY BASED FORMULAS
<input type="checkbox"/> 090	BAKERY EQUIPMENT	<input type="checkbox"/> 320	FASTENERS, FASTENING DEVS
<input type="checkbox"/> 092	COPIER	<input type="checkbox"/> 325	FEED, BEDDING VITAMINS
<input type="checkbox"/> 095	BARBER & BEAUTY EQUIPMENT	<input type="checkbox"/> 330	FENCING
<input type="checkbox"/> 100	BARRELS, DRUGS, KEGS, CONT	<input type="checkbox"/> 335	FERTILIZERS AND SOIL COND TN
<input type="checkbox"/> 103	MECHANICAL ;LFIT SYSTEMS	<input type="checkbox"/> 340	FIRE PROTECTION EQUIP / SUP
<input type="checkbox"/> 105	BEARINGS (EXCEPT WHEEL)	<input type="checkbox"/> 345	FIRST AID & SAFET EQUIP
<input type="checkbox"/> 110	BELTS & BELGIN: CON & ELE	<input type="checkbox"/> 350	FLAGS, POLES, BANNERS & ACC
<input type="checkbox"/> 115	DATA PROCESSING MAINT	<input type="checkbox"/> 365	FLOOR MAINT MACHINE, PARTS
<input type="checkbox"/> 120	BOATS, MOTORS & MARINE SUP	<input type="checkbox"/> 370	FOOD PROC & CAN EQUIPMENT
<input type="checkbox"/> 125	BOOKBINDING AND BK SUPPLY	<input type="checkbox"/> 375	FOODS: FRESH BAKERY
<input type="checkbox"/> 135	BRICKS AND CLAY PRODUCTS	<input type="checkbox"/> 380	FOODS: FRESH DAIRY
<input type="checkbox"/> 140	BROOM, BRUSH & MOP SUPPLIES	<input type="checkbox"/> 385	FOODS: FROZEN
<input type="checkbox"/> 145	BRUSHES (NOT CLASSIFIED)	<input type="checkbox"/> 390	FOODS: PERISHABLE
<input type="checkbox"/> 150	BUILDER'S SUPPLIES	<input type="checkbox"/> 395	FORMS, CONTINUOUS, COMPUTER
<input type="checkbox"/> 155	BUILDING, FABRICATED	<input type="checkbox"/> 400	FOUNDRY CASTINGS, EQUIP
<input type="checkbox"/> 165	CAFETERIA & KITCHEN EQUIP	<input type="checkbox"/> 405	FUEL, OIL, GREASE & LUBRICANT
<input type="checkbox"/> 175	CHEMICAL LAB EQUIP & SUPP	<input type="checkbox"/> 410	FURNITURE, HEALTH CARE
<input type="checkbox"/> 180	CHEMICALS	<input type="checkbox"/> 415	FURNITURE, LAB, SPECIAL
<input type="checkbox"/> 190	CHEMICAL, COMM, BULK	<input type="checkbox"/> 420	FURNITURE, NON-OFFICE
<input type="checkbox"/> 192	CLEANING COMPOSIT:ON / SOLV	<input type="checkbox"/> 425	FURNITURE, OFFICE
<input type="checkbox"/> 193	CLINICAL LAB TESTS	<input type="checkbox"/> 430	WELDING EQUIPMENT
<input type="checkbox"/> 195	CLOCKS	<input type="checkbox"/> 440	GLASS & GLAZING SUPPLY
<input type="checkbox"/> 200	CLOTHING & APPAREL	<input type="checkbox"/> 445	TOOLS, HAND (NOT CLASSED)

### COMMODITY LIST (Cont'd)

___ 450	HARDWARE, AND ALLIED ITEMS	___ 750	ROAD / HIGHWAY MATERIAL
___ 460	HOSE, ALL KINDS	___ 755	ROAD / HIGHWAY EQUIPMENT
___ 485	JANITORIAL SUPPLIES	___ 765	ROAD / HIGHWAY HEAVY EQUIPMENT
___ 490	LABORATORY EQUIPMENT / ACC	___ 770	ROOFING MATERIALS
___ 515	LAWN EQUIPMENT	___ 775	SALT
___ 525	LIBRARY MACHINES / SUPPLIES	___ 780	SCALES & WEIGHTING APPARAT
___ 530	LUGGAGE, BRIEF CASES	___ 785	SCHOOL AND HIGHER EDUCATION
___ 540	LUMBER, WOODS, SIDINGS, ETC	___ 790	SEED, SOD, SOIL AND INOCULANT
___ 545	MACHINERY & HEAVY HARDWARE	___ 800	SHOES AND BOOTS
___ 550	MARKERS, PLAQUES, SIGN, TRAF	___ 803	SOUND SYSTEMS & ACCESSORY
___ 555	MARKING DEVICES	___ 805	SPORTING AND ATHLETIC EQUIPEMENT
___ 560	MATERIAL HANDLING EQUIP	___ 810	SPRAY EQUIPMENT
___ 570	METALS, BARS, PLATES, RODS	___ 830	TANKS
___ 575	MICROFICHE, MICROFILM	___ 832	TAPE
___ 578	MISC PRODUCTS	___ 850	TEXTILES FIBERS HOUSEHOLD
___ 595	NURSERY STOCK & SUPPLIES	___ 855	THEATRICAL EQUIPMENT
___ 600	OFFICE MACHINES & ACCESS	___ 863	TIRES AND TUBES
___ 605	OFFICE MECH AIDS, SMALL	___ 870	VENETIAN BLINDS, ETC
___ 610	OFFICE SUPPLIES, PAP & RIB	___ 880	VISUAL EDUCATION EQUIPMENT
___ 615	OFFICE SUPPLIES	___ 885	WATER TREATING CHEMICALS
___ 620	OFFICE SUPPLY: INKS, LEADS	___ 890	WATER SEWAGE TREATMENT EQ
___ 630	PAINT, COATINGS, WALLPAPER	___ 895	WELDING EQUIPMENT / SUPPLIES
___ 635	PAINTING EQUIPMENT & ACCE	___ 905	AIRCRAFT OPERATIONS
___ 640	PAPER & PLASTIC DISPOSABLE	___ 910	BUILDING MAINTENANCE / REPAIR
___ 645	PAPER	___ 915	COMMUNICATIONS / MEDIA SERVICES
___ 650	PARK, PLAYGROUND, SWIMMING	___ 920	DP PROCESSING & SOFTWARE
___ 655	PHOTOGRAPHIC EQUIPMENT	___ 924	EDUCATIONAL SERVICES
___ 665	PLASTICS	___ 925	EQUIPMENT MAINT. & REPAIR
___ 670	PLUMBING EQUIPMENT	___ 930	EQUIPMENT RENTAL
___ 673	PIPE FITTINGS & VALVES	___ 932	FINANCIAL SERVICES
___ 675	POISONS: AGRIC AND INDUST	___ 935	HEALTH RELATED SERVICE
___ 680	POLICE EQUIPMENT AND SUPPLIES	___ 945	LIBRARY SERVICES
___ 695	PRINTING & SILK SCREENING	___ 947	MISC. SERVICES Transportation of Cadavers
___ 715	PUBLICATIONS / AUDIOVISUAL	___ 952	HUMAN SERVICES
___ 720	PUMPS AND ACCESSORIES	___ 955	PUBLIC WORKS & RELATED SERVICES
___ 725	RADIO AND TELECOMMUNICATION	___ 958	REAL PROPERTY RENTAL & LEASE
___ 730	TELEVISION EQUIPMENT	___ 960	GROUNDS AND PARK SERVICES
___ 735	RAGS, SHOP TOWELS, WIPING	___ 964	PERSONNEL TEMPORARY
___ 740	REFRIGERATION EQUIPMENT	___ 965	SECURITY, FIRE & SAFETY SERVICES
___ 745	ROAD AND HIGHWAY MATERIAL	___ 970	SHIPPING AND HANDLING



**CONTRACT AGREEMENT**  
**Misc. 21-93; Transportation of Cadavers**  
**Master Contract No: 21-MAS-KAR-13811**

This Contract Agreement, ("Agreement") is made as of this 20th day of June, 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 **Karl N. Flagg Serenity Memorial Chapel, Inc.** ("Contractor"), authorized to do business in the State of Florida, with offices located at 2400 Madison Street, Palatka, FL 32177; Phone: (386) 312-0444; and Email: [flaggsenity@gmail.com](mailto:flaggsenity@gmail.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 June 16, 2021 and shall remain in effect through and until September 30, 2021, and may be extended 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 Putnam County Contract dated April 3, 2019, and all associated bid documents and contract modifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders. In the event of a conflict between Contract Documents, this Agreement shall govern over the Putnam County Contract, as well as all the associated bid documents and modifications.

**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, as 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 \$300,000 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 Division  
Attn: Purchasing Manager  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Karl N. Flagg Serenity Memorial Chapel  
Attn: Karl N. Flagg, CEO  
2400 Madison St.  
Palatka, FL 32177

#### **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@sicfl.us](mailto:publicrecords@sicfl.us)**

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Misc. 21-93; Transportation of Cadavers  
Master Contract #: 21-MAS-KAR-13811

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: *Leigh A. Daniels*  
Signature of Authorized Representative

Leigh A. Daniels, CPPB  
Printed Name

Purchasing Manager  
Title

6/28/21  
Date of Execution

**Contractor**

Karl N. Flagg Serenity Memorial Chapel, Inc. (Seal)  
(Typed Name)

By: *Karl N. Flagg*  
Signature of Authorized Representative

KARL N. FLAGG, LFDIC - CEO  
Printed Name & Title

06-17-2021  
Date of Execution

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

By: *Ram Halter*  
Deputy Clerk

6/28/21  
Date of Execution

ST JOHNS COUNTY  
JUN 25 '21  
PURCHASING

**Legally Sufficient:**  
*Regina J. P.*  
Deputy County Attorney

6/28/21  
Date of Execution



**Misc. 21-93; Transportation of Cadavers**  
**Master Contract #: 21-MAS-KAR-13811**

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



EXHIBIT A



*~Serving Loving Families & Preserving Living Memories~*

2400 Madison Street • Palatka, FL 32177

Phone: (386) 312-0444 • Fax: (386) 312-0099

Email: [flaggserenity@gmail.com](mailto:flaggserenity@gmail.com) • Website: [www.flaggserenitychapel.com](http://www.flaggserenitychapel.com)

Karl N. Flagg, L.F.D.I.C. #F044147 • Karla N. Flagg-Wright, L.F.D. #F076141

June 15, 2021

April Bacon, Purchasing Buyer  
Board of County Commissioners  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

RE: Transportation of Cadavers – St. Johns County

Ms. Bacon:

This response is to confirm that Karl N. Flagg Serenity Memorial Chapel is willing to fulfill the obligation of transporting cadavers to the District 23 Medical Examiner's office on behalf of St. Johns County until the beginning of September, 2021. We realize that time is of the essence and understand that this confirmation requires reasonable, negotiated terms and conditions. Be assured, we can reach concurrence by or before 12 noon TODAY.

Our rate for providing these transportation services will be \$350.00. We are forwarding you the W-9 IRS form as well as our Federated Insurance policy naming St. Johns County as additionally insured.

We will be prepared to commence this contract as of 12:01 a.m., on June 16, 2021.

*Respectfully,*

**Karl N. Flagg, CEO**  
**Karl N. Flagg Serenity Memorial Chapel**  
**2400 Madison St, Palatka, FL 32177**  
**Email: [flaggserenity@gmail.com](mailto:flaggserenity@gmail.com)**



## St. Johns County Board of County Commissioners

Purchasing Division

June 30, 2021

Karl N. Flagg Serenity Memorial Chapel, Inc.  
2400 Madison St.  
Palatka, FL 32177

RE: Misc. 21-93; Transportation of Cadavers  
Master Contract No.: 21-MAS-KAR-13811

Dear Mr. Flagg:

Attached, please find for your records a fully executed original copy of the Contract Agreement for the above referenced project.

If you have any questions regarding this contract, you may contact me via the information below.

Thank you for doing business with St. Johns County.

Sincerely,  
St. Johns County, FL  
Purchasing Division

A handwritten signature in cursive script that reads "April Bacon".

April Bacon  
Purchasing Buyer  
(904) 209-0160 – Direct  
[abacon@sjcfl.us](mailto:abacon@sjcfl.us)

cc: SJC Minutes & Records  
SJC Purchasing Misc. 21-93 – Master Contract File