

RESOLUTION NO. 2011 - 269

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 11-80 AND TO EXECUTE AN AGREEMENT FOR TRANSPORTATION OF CADAVERS FOR THE SJC MEDICAL EXAMINER'S OFFICE.

RECITALS

WHEREAS, the County desires to enter into a contract with Charles C. McHone Removal Services, Inc and;

WHEREAS, the scope of the project shall consist of picking up cadavers from scenes of death and transporting them to the SJC Medical Examiner's Office on an as needed basis; and

WHEREAS, through the County's formal RFP process, Charles C. McHone Removal Services, Inc was the only respondent and it is recommended to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the project was budgeted for and is being funded by the SJC Medical Examiner's Office; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that 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 award RFP No. 11-80 to Charles C. McHone Removal Services, Inc.

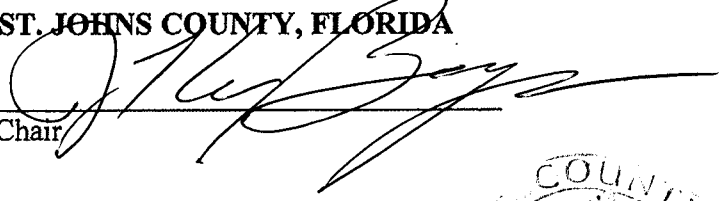
Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Charles C. McHone Removal Services, Inc on behalf of the County for the as needed transportation of cadavers for the SJC Medical Examiner's Office as specifically provided in RFP No 11-80.

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 20th day of September, 2011.

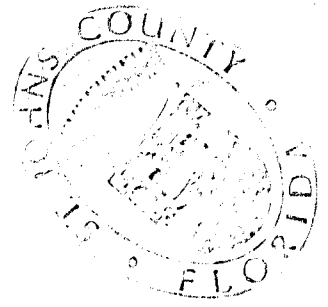
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____
Chair



ATTEST: Cheryl Strickland, Clerk

By: Tom Halterman
Deputy Clerk



RENDITION DATE 9/22/11



MASTER CONTINUING CONTRACT AGREEMENT
RFP No: 11-80; Transportation of Cadavers for
St. Johns County Medical Examiner's Office
MASTER CONTRACT # 11-MCC-CHA-02324

This Contract Agreement is made as of this ____ day of _____, 2011, by and between **St. Johns County, FL**, 500 San Sebastian Way, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and **Charles C. McHone Removal Services, Inc**, authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is 4901 Avenue D, St. Augustine, FL 32095, and whose Phone: (904) 669-6769 and Fax: (904) 827-1595.

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 Contract is to provide all labor, materials, and equipment necessary to perform transportation of cadavers for the SJC Medical Examiner's Office in accordance with RFP #11-80 Contract Documents which include the RFP Documents, Forms, Addenda, Specifications, and any and all Change Orders and/or Amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth on a regularly scheduled basis.

Services at SJC Medical Examiner's Office, provided by the CONTRACTOR, shall be under the general direction of the Office Manager, or an authorized designee, who shall act as the COUNTY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall perform the services required under this Contract according to the schedule approved by the COUNTY. Any changes to the schedule shall be approved by the COUNTY and the CONTRACTOR *prior* to any work being done under an alternate schedule.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CONTRACTOR shall bill the COUNTY at the end of each month for services satisfactorily performed, and materials satisfactorily delivered, after the materials and services have been provided. The COUNTY shall pay to the Contractor, the following Unit Prices: **one hundred sixty dollars (\$160.00) per case** for cases transported from any location within St. Johns County Boundaries to the Medical Examiner's Office, and **two hundred dollars (\$200.00) per case** for cases transported from any location outside St. Johns County boundaries, not to exceed 200 miles to the Medical Examiner's Office.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with the Contract and will be sent to the Finance Department for payment. Invoices must reference this contract against which the CONTRACTOR is billing.
- C. **FINAL INVOICE:** 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 St. Johns County and there is no further work to be performed.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated by the CONTRACTOR upon 30 days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. The Contract may be terminated by the COUNTY for cause upon giving twenty one (21) days written notice stating the cause(s) of non-compliance and that the Contract Agreement shall be terminated if corrections are not made to comply with the Contract. The CONTRACTOR will have seven (7) days to correct non-compliance items after receiving written notice of non-compliance or breach of contract. The Contract may be terminated by the COUNTY without cause upon thirty (30) days written notice to the CONTRACTOR.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date 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 6 - PERSONNEL

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

All of the services required hereunder shall be performed by the CONTRACTOR, or under its supervision. 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.

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 services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - 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 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 and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 10 - 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. The CONTRACTOR shall furnish Certificates of Insurance to the COUNTY for review and approval prior to the execution of the contract. The Certificates shall provide for the following:
- The COUNTY will be named as additional insured on both the General Liability and Auto Liability policies.
 - The COUNTY will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
 - The COUNTY RFP No. and Project Name will be stated on the certificate.
- C. Insurance Requirements
- 1) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
 - 2) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
 - 3) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos
- Special Requirements
- 1) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability and Umbrella/Excess Liability policies.**
 - b. **Shall note RFP No: 11-80; Transportation of Cadavers for SJC Medical Examiner's Office**
 - c. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
 - 2) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
 - 3) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

ARTICLE 11 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers and employees, from all claims, liabilities, damages, losses, and costs (including attorneys' fees), originating from, incident to, connected with, associated with or growing out of the direct and/or indirect negligent, reckless, or intentional acts or omissions by the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

ARTICLE 12 - 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 Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract 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 13 - 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 14 - 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 CONSULTANT 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 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 Contract.

ARTICLE 15 - 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 subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(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 Contract 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 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. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

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 Contract.

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, will be kept confidential by the CONTRACTOR and will 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 Contract, 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 Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, 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 Contract 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 19 - 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 Contract 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 Contract.

ARTICLE 20 - 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 Contract. 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 21 - 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 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract 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 Contract. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract 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 23 - DURATION AND EXTENSION

This Contract shall be effect for an initial one (1) year period, shall become effective as of October 1, 2011, shall expire on September 30, 2012, and may be extended for up to a maximum of four (4) one (1) year periods upon satisfactory performance by the contractor, mutual agreement by both parties, and the availability of funds. While this Contract may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services in this Contract.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, 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 25 - AUTHORITY TO PRACTICE

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

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract 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 Contract. 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 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 28 – ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents shall include RFP Documents/Specifications, Addendum # 1, and the Contractor's Bid Proposal, except for modifications issued after execution of this Agreement, which will be enumerated on Amendment(s) or Change Order(s).

ARTICLE 29 - FLORIDA LAW & VENUE

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

ARTICLE 30 - 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 31 - NOTICES

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

St. Johns County Purchasing Department
Attn: Joe Burch, Purchasing Director
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Charles C. McHone Removal Services, Inc
Attn: Mr. Charles McHone, Owner
4901 Avenue D
St. Augustine, FL 32095

ARTICLE 32 - HEADINGS

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

ARTICLE 33 – ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. 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.

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 35 – 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 of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

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

ST. JOHNS COUNTY, FL:

Joe Burch, Purchasing Director

Date of Execution

ATTEST:
CHERYL STRICKLAND, CLERK

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT:

Assistant County Attorney

Date of Execution

CONTRACTOR:

Charles C. McHone Removal Services, Inc
Company Name

Name (Type or Print)

Signature

Title

Date of Execution

WITNESS:

Signature

Name (Type or Print)

Date of Execution

EXHIBIT "A"

RFP NO: 11-80; TRANSPORTATION OF CADAVERS FOR SJC MEDICAL EXAMINER'S OFFICE

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Unit Prices as submitted on the "Proposal Form" in the RFP Documents. All fees shown in the Price Schedule shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and will be added to the applicable Contract Amendment.

Price adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the COUNTY. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

EXHIBIT "A-1"

RFP NO: 11-80; TRANSPORTATION OF CADAVERS FOR SJC MEDICAL EXAMINER'S OFFICE

CONTRACT PRICING

These contract Unit Prices shall remain firm throughout the duration of the contract.

Unit Prices:

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

Item 1: \$160.00 per case

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

Item 2: \$200.00 per case

EXHIBIT "B"

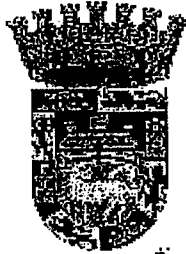
RFP No: 11-80; TRANSPORTATION OF CADAVERS FOR SJC MEDICAL EXAMINER'S OFFICE

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall be for a term of one (1) year from October 1, 2011, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for four (4), one (1) year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for services.



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

**RFP NO: 11-80
REQUEST FOR PROPOSALS**

**TRANSPORTATION OF CADAVERS
FOR SJC MEDICAL EXAMINER'S OFFICE**

**St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086**

06/21/11

**REQUEST FOR PROPOSALS (RFP) NO: 11-80
TRANSPORTATION OF CADAVERS FOR SJC MEDICAL EXAMINER'S OFFICE**

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PART II: INTRODUCTION

Definitions:

For this purposes of this RFP, the following terms shall be defined as stated below:

-**Respondent:** Any firm/individual submitting a response to this Request for Proposals.

-**Contractor:** The firm/individual that is awarded a Contract to provide these services.

-**Transport Agent:** The Transport Agent is the Contractor – the vendor under contract to perform the services described herein.

Objective

St. Johns County is soliciting RFP Packages from qualified and licensed respondents who are interested in providing as needed transportation services for cadavers to the SJC Medical Examiner's Office on an annual basis.

Scope of Work

The scope of work under this contract shall include: providing 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.

PART III: REQUIREMENTS OF RFP

In order to receive consideration for award, each Respondent must submit RFP Packages that comply with the following requirements and criteria.

Minimum Qualifications

Respondents must be currently licensed to do business in the State of Florida, must have a minimum of five (5) years experience in the transportation of cadavers within the last ten (10) years, and provide proof of such in the submitted RFP Package. Upon award, the Contractor must obtain and provide proof of a Local Business Tax Receipt from St. Johns County, unless the respondent is state certified. Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted with each respondent's RFP Package on Attachment "D" – Licenses/Permits. Please see the Licenses/Permits section on page 7 for additional information regarding required licenses and permits.

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

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

In order for RFP Packages to be considered, respondents must submit with their package sufficient evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include any and all information necessary to certify that the respondent:

1. Has technical knowledge and practical experience in the type of work included in the scope;
2. Has the available organization and qualified manpower to do the work;
3. Has adequate financial status to meet the financial obligation incident to the work;
4. Does not have just or proper claims pending against the individual or firm or their work;
5. Has previously performed or provided the work, materials and services as described in the scope of services/specifications.

Responsibilities of the Contractor

Upon award, the Contractor shall have various responsibilities that must be performed as required by the Contract. These responsibilities are as follows:

Services

The Contractor shall transport cadavers for examinations authorized by Chapter 406, Florida Statutes, when requested and authorized by the St. Johns County Medical Examiner or by other personnel authorized to order examinations in and for St. Johns County, Florida as well as District 23.

The Contractor shall ensure that the Medical Examiner's Office is notified regarding all cases prior to transport. Transport records provided by the SJC Medical Examiner shall be completed on all cases. Transport of cadavers out of District 23 for examinations shall only be done when requested or authorized by the SJC Medical Examiner or the State Attorney.

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 St. Johns 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 Contractor, including any and all personnel of the Contractor shall not be permitted to interrupt the transport of a body with any kind of personal errands including but not limited to: stopping to eat and/or pick up food, going to any type of store, residences, or any other 'detours' during a transport call. No stops are to be made when the Contractor has possession of a body other than red lights, stop signs, and traffic accidents or emergencies.

Transportation of Body:

1. The "on-call" investigator will contact the Contractor to transport the body or bodies from the scene of death.
2. The Contractor shall provide safe conveyance of the body to the SJC Medical Examiner's Office morgue.
3. Prior to removal of the body by the Contractor from the scene of death, the investigator shall:
 - a. Visually inspect and record the body so that all injuries and other body findings are known to the investigator
 - b. Explain any special handling instructions to the Contractor.

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

1. Body transport agent shall not respond to any scene of death unless first notified by the "on-call" investigator, or by a law enforcement agency, after they have notified the investigator and the agency has been furnished with a Medical Examiner case number by the "on-call" investigator.
2. Upon arrival at the scene of death, the transport agent(s) shall remain inside the transport vehicle until ordered to exit the vehicle by the "on-call" investigator or the law enforcement officers on scene.
3. When the "on-call" investigator is responding to the scene of death, the body shall not be removed by the transport agent(s) unless prior authorization has been obtained from the investigator or it has been determined by law enforcement on the scene that waiting for the investigator would create a serious safety hazard, or there are other extenuating circumstances. If the body is removed prior to the investigator's arrival, the transport agent(s) shall obtain the law enforcement official's name authorizing the move, the time, and why moving the body was necessary and not the same on the transport record.
4. If the body is in the hospital and medical records are not located with the body, body removal personnel will make contact with the nursing supervisor or the on-call administrator in order to obtain said medical records. If the medical records still cannot be located or are not ready in a reasonable amount of time (approximately 30 minutes), the deceased is **NOT** to be transported and the "on-call" investigator and body transport supervisor are to be notified.

5. A medical Examiner's Transport Record shall be filled out on ALL bodies transported for the Medical Examiner's Office. The "on-call" investigator, when at the scene of death, shall fill out a temporary transport worksheet and provide it to the transport agent(s). The Permanent Transport Record shall be filled out completely by the transport agent.
6. Transport agent(s) shall inventory personal belongings (i.e. rings, watches, wallet, clothing, etc.) at the scene of death and before removal unless instructed otherwise by the "on-call" investigator. Cash will be turned over to law enforcement and noted on the transport record. Cash will not be transported with the body, unless authorized by the "on-call" investigator with the same noted on the transport record, along with a witness' name, date, time and amount of cash transported.
7. ALL bodies shall be placed on a metal autopsy table in the Medical Examiner's Office with the feet toward the drain hole. Bodies picked up for claim only may be placed on the wooden stretchers if advised to do so by the "on-call" investigator.
8. **ALL BODIES SHALL BE IDENTIFIED WITH AN IDENTIFICATION TAG.** Information on the tag shall include: name of deceased, and medical examiner number. **NO EXCEPTIONS TO THIS PROCEDURE SHALL BE PERMITTED.**
9. The morgue log book shall be filled out with the correct information about the deceased. **NO EXCEPTIONS.**
10. All used gloves and protective equipment shall be disposed of in the container provided at the Medical Examiner's Office.
11. **The Transport Agent shall provide the personnel needed (no less than two (2) persons on-call at all times) to transport the decedent. No law enforcement, County Employee, or Medical Examiner staff or personnel are to be required to assist in the removal of the decedent from the scene of death.**

****Note: It shall be the transport agent's responsibility to ascertain if the "on-call" investigator shall be responding to the scene of death.**

Equipment

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

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

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

Staff/Employees

The Contractor shall be responsible for hiring sufficient staff to provide all of the services required under this RFP. Any and all employees must be at least eighteen (18) years of age, unless previously approved by the County. All employees shall be approved to work under this Contract by the County, *prior* to their performance of duties. Each employee/staff member shall be required to undergo a background check conducted by the St. Johns County Sheriff's Office through the County, *prior* to the award of a Contract. The background checks will be given a "pass or fail" result by the Governmental Security Commander. A "fail" result on a background check will disallow an employee from performing any work for the Contractor awarded under this RFP. The Contractor shall be responsible for submitting alternate potential employees for background checks to replace those receiving a "fail" result on the screening. Any individuals hired by the Contractor after the start of the Contract must also be submitted to the County for background checks prior to performing services under this Contract.

Proposed employees of the Contractor shall also be required to submit to a drug screening prior to award of a contract under this RFP. Upon notification of intended award of a Contract, any and all Contractor employees shall undergo a

full drug screening, at the sole cost of the Contractor. The results of the drug screenings shall be submitted to St. Johns County upon receipt, within seven (7) business days of notification of award. Any drug screenings resulting in a "fail" shall disallow any employee from performing any work for the Contractor awarded under this Contract.

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

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.

Licenses, Permits & Fees

The Contractor shall be responsible for acquiring and maintaining all licenses, permits and paying any and all fees required for to provide the services described herein; and shall comply with any and all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the Contractor for failure to obtain required licenses, permits or pay fees and/or fines shall be the sole responsibility of the Contractor.

County Responsibilities

The County's responsibilities under this contract shall consist of the following:

1. Provide transport sheets and vinyl ID tags and/or bands for the Contractor to use during the transport of each body

INSURANCE

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period. An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured will be provided by the Contractor, prior to issuing "Notice to Proceed."

Insurance Requirements - Minor Contract for Service

The contract price will not exceed \$25,000 and there are no unusual hazards present.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.

- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

Insurance Requirements - Standard Contract for Service

The contract price will not exceed \$500,000 and there are no unusual hazards present.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

Insurance Requirements - Major Contract for Service

The contract price exceeds \$500,000 or where unusual hazards exist.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - 1. Premises/operations
 - 2. Products/complete operations
 - 3. Contractual liability
 - 4. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - 1. Owned autos
 - 2. Hired autos
 - 3. Non-owed autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 1. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.**
 2. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

Sub-Contractors:

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

Contract Agreement & Term:

The Contract Agreement for the Transportation of Cadavers shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of one (1) year, with the opportunity to extend the contract for up to four (4) one year contract periods. The extension of this Contract Agreement shall be contingent upon satisfactory performance by the Contractor and the approval of the SJC Medical Examiner, and Purchasing Department Director. 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, St. Johns 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 non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving twenty-one (21) consecutive calendar days written notice to the Contractor.

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

Termination of the Contract shall be immediate upon written notification by the County if any of the following instances occur:

**RFP NO: 11-80; TRANSPORTATION OF CADAVERS
PART IV: REQUEST FOR PROPOSALS PACKAGE EVALUATION**

Evaluation Criteria:

It is the intention of St. Johns County to evaluate, rank and short list the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below. Evaluation of the responses to this RFP will comply with the specific criteria as follows:

- A. **Pricing:** This section will be worth up to a maximum of fifteen (15) points.
- B. **Prior Experience in Industry:** This section will be worth up to a maximum of twenty (20) points.
- C. **Financial Stability:** This section will be worth up to a maximum of ten (10) points.
- D. **Manpower & Organization:** This section will be worth up to a maximum of ten (10) points.
- E. **RFP Package Format:** This section shall be worth up to a maximum of five (5) points.

Evaluation of RFP Packages:

All RFP Packages submitted shall be evaluated by an Evaluation Committee of five (5) individuals. Each Evaluation Committee Team Member will receive a set of all of the RFP Packages submitted, a copy of the RFP Document, an Evaluator's Score Sheet, and shall evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any of the other Evaluation Team Members, or any other individual. Scores for each Respondent shall be recorded on the Evaluator's Score Sheet. A public Evaluation Meeting will be held at the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and rank the scores highest to lowest.

RFP Package Format:

All RFP Packages must follow the same format, and shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must address all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	Letter of Introduction
2	Respondent's Profile
	a. Attachment D – Licenses & Permits
3	Pricing
	a. Attachment B – Proposal Form
4	Prior Experience in Industry
5	Financial Stability of Company
	a. Attachment C – Financial Statements
6	Manpower & Organization
7	Other Required Forms
	a. Attachment A – Affidavit
	b. Attachment E – Background Check Information

RFP Package Components:

Section 1: Letter of Introduction – Each Respondent shall provide a one or two page letter of introduction. Include the original signed letter of introduction with the original RFP Package, and a copy of the letter of introduction with each copy of the RFP Package. The letter of introduction should include the following:

- A brief statement of the respondent's understanding of the services to be provided;
- Highlights of the Respondent's qualifications and ability to perform the project services

Section 2: Respondent Profile – Each Respondent shall provide the following information in the Respondent Profile:

- The Respondent's Company name, business address, phone number, fax number, and email address;
- All contact information, including the name, title, phone number, fax number, e-mail address, and street address of any contact person in the Respondent's organization who will respond to questions about the RFP Package;
- Types of services and products offered;
- Number of years in business;
- Number of employees;
- The location of the office or offices that would provide the project services;
- A brief statement of the Respondent's background and history;
- A list of key personnel who shall be involved with this RFP process, or the Contract process upon award
- A letter of Designation of Authority for any representative of the firm who may be submitting the RFP or signing any documents on behalf of the firm who is not the Owner or Principal of the firm;

Section 3: Pricing – Each Respondent shall submit Unit Prices per pickup for the two (2) types of pickups listed on the proposal form included herein as Attachment "B" – Proposal Form, and submit with each copy of the RFP Package (1 original + 5 copies).

Section 4: Prior Experience/Past Performance in Industry – Each Respondent shall provide documentation to fully demonstrate any and all required prior experience and past performance in the required industry as described herein. Respondents may provide information on past contracts or programs on which they've worked along with supplemental documentation or information regarding the services that have been provided by the respondent.

Section 5: Financial Stability & Capability of Company – Each Respondent must possess and show documentation of the necessary financial stability required to provide the services as described herein. The Respondent should not have any just or proper claims pending against the firm or the work performed by the firm. This information shall be submitted on Attachment "C" – Financial Statements provided herein along with any and all supporting documentation and attached to each copy of the respondent's RFP Package.

Section 6: Manpower & Organization – Each Respondent must 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 the work. Each Respondent must also provide documentation to show how the methods used by the organization will work to provide the services required under the Contract.

Section 7: Other Required Forms – Each Respondent shall submit the following: Attachment "A" – Affidavit, and Attachment "E" – Background Check Information in this section of the RFP Package along with any other miscellaneous back up documentation he feels is required to support the information provided in previous sections of the RFP Package.



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

2446 Dobbs Road
St. Augustine, Florida 32086

I N T E R O F F I C E M E M O R A N D U M

TO: Predrag Bulic, SJC Medical Examiner
FROM: Jaime Toney, Contract Coordinator
SUBJECT: RFP No: 11-80; Transportation of Cadavers for SJC Medical Examiner's Office
DATE: August 17, 2011

Attached are copies of the RFP proposals received for the above mentioned Request for Proposals.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

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

Dept. Approval Kari Rogers
Date 08/18/2011
Budget Amount \$30,000
Account Funding Title Transportation Service
Funding Charge Code 0050 54113
Award to McHone Transport Service
Award Amount \$30,000

AUG 19 2011

July 22, 2011

Charles C. McHone Removal Services Inc.

E-Mail: CMCHONE@BELLSOUTH.NET

4901 Avenue D

Phone (904) 669 – 6769

St. Augustine, Fl. 32095

Alt #: (904) 825 – 1513

Fax: (904) 827 – 1595

St. John's County Purchasing Dept.

2446 Dobbs Rd.

St. Augustine, Fl. 32086

RE: Transportation of Cadavers for SJC Medical Examiner's Office Dept. District #23

Reference to RFP # 11 – 80

Please review the enclosed required Package which highlights the skills and accomplishments that have enabled my company to continue to serve your organization satisfactorily. During my uninterrupted tenure (17 plus years) in the contract of the St. John's County. I firmly believe that I have demonstrated Leadership, Independence, Mastery, Superior Work Habits, and Proficiency, and would appreciate the opportunity to continue my affiliation with your organization in its current form.

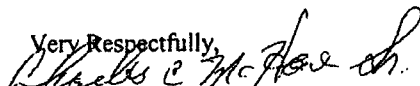
Throughout my tenure as the current contract holder of record, I frequently have had the opportunity to use my years of experience / knowledge. I am proud that we continually meet dead - lines and any requests we were called on to perform. I enjoy the challenges / responsibility to serve in a very inconspicuous manner when called upon involving in my Company's duties. I also have the proven ability with our past experience in the Funeral / Cadaver endeavors which we are called upon to use on a regular basis. I personally have been involved with Funeral Homes / Crematories / Hospitals and most other associated related businesses for well over 40 years. My current and long time personnel have each a minimum of five years experience in this particular concern.

I personally am State Certified in HAZMET; Airborne Diseases; Cadaver Removal and OSHA prerequisites.

I wholly appreciate you taking the time to review and consider my qualifications. Of course I am available at anytime to discuss this further with anyone concerned in this endeavor.

I truly am of the opinion that MY service has continually earned the respect and admiration from Past and current Law Enforcement (in the communities we serve). In addition the several respective Crime Scene Investigators. Medical Examiners of several counties, area Funeral Homes, F.D.L.E., most importantly the Current Medical Examiner and his Staff.

Very Respectfully,


Charles C. McHone Sr.

Respondent Profile

To: St. John's County Purchasing

From: Charles C. McHone Sr. CEO

Charles McHone Removal Service

Subj: RFP #11 – 80 required Respondents Profile

Please Note Much of this information is also found in the Letter of Introduction!

**Contact Information: Charles C. McHone CEO; 4901 Avenue D, St. Augustine, Fl. 32095 (904) 669 – 6769
<Cell>; (904) 825 – 1513 <Business>; (904) 825 – 1595 <Fax>. CMCHONE@BELLSOUTH.NET <E-Mail>**

Type of Service: Transport of Cadavers

Total Years of Service: 40

Number of Employees: Three (3) not including myself.

Location: 4901 Avenue D, St. Augustine, Fl. 32095

Brief Statement of Background and History: Cadaver Transport 40 years total.

List of Key Personnel involved in RFP Process: Charles C. McHone Sr.

Designation of Authority: Charles C. McHone Sr..

July 22, 2001

To: St. John's County Purchasing

From: Charles C. McHone Sr. (Respondent RFP # 11 -80)

AttN: Jaime TONEY

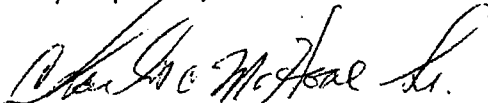
Subj: Cadaver Transport Employee

Ref: Employee Drug Screening/Background Check; Workers Comp. Insurance

1. Please be advised that as per the RFP Bidder Package page 6 Staff / Employees Paragraph 2, upon being awarded the contract I will submit within 7 business days all employees to a Drug Screening.
2. Also be advised that in accordance with RFP # 11 – 80 Page 6 Staff/Employees paragraph one said employee background checks will also be submitted likewise.
3. In accordance to Florida Statute per Jeff Atwater (CFO State of Florida) I have included a highlighted letter concerning who is required to have worker's compensation coverage.

Please note I have included a copy of my application to the State of Florida Department of financial Services and will forward the response when I receive it (as yet I do not expect an answer in the immediate future <thus I cant supply it at the time of my Bid.

Very Respectfully



Charles C. McHone Sr.

July 25, 2011

Charles C. McHone removal Services Inc.

4901 Avenue D.

St. Augustine, Fl. 32095

St. John's County Purchasing Dept.

2446 Dobbs Rd.

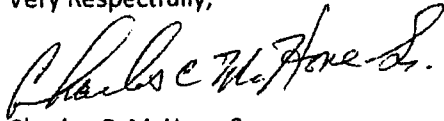
St. Augustine, Fl. 32086

Re: Transportation of Cadavers for SJC Medical Examiner's Office Dept. District #23

Subj: RFP # 11 – 80 Insurance Reuirements

1. Please be advised we have included as the final pages of the proposal all pertinent Insurance Documents.
 - a. Worker's Compensation exception; also included is an application for Waiver to the State of Florida,
 - b. Certificate of Liability Insurance.
 - c. Business Auto Liability Insurance.

Very Respectfully,



Charles C. McHone Sr.



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

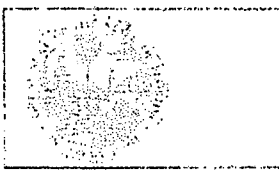
Removal Facility

LICENSE PERIOD: December 1, 2010 - November 30, 2012
LICENSE NUMBER: F041636

The Removal Facility indicated below is licensed under the provisions of Chapter 497 Florida Statutes.
Business Location: 4901 AVE D, ST AUGUSTINE FL 32084

CHARLES MCHONE REMOVAL SERVICE
4901 AVE D
ST AUGUSTINE FL 32084

Alex Sink
CHIEF FINANCIAL OFFICER
STATE OF FLORIDA



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

REMOVAL SERVICE INSPECTION FORM SR# 1-693260634
 INSPECTION AUTHORITY 497.385, F.S., 69K-24.021(1), F.A.C.

Establishment Name: Charles McHone Removal Service License Number: F 041636

Establishment Address 4901 Ave D Business Phone: (904) 669-6769

Facility Address: St. Augustine, FL 32084 Owner's Name: Charles Mc Hone

Manager's Name & License: Charles McHone E-Mail Address: Fuzzyheadedwitch@aol.com

Date of Last Inspection: 09/25/2009 Date of This Inspection: 11/7/10

SATISFACTORY	Yes	No	N/A	SATISFACTORY	Yes	No	N/A
LICENSING REQUIREMENTS				EQUIPMENT AVAILABLE WHENEVER DEAD HUMAN BODIES ARE STORED OR IN TRANSIT			
Removal Service is duly licensed [Ref: 497.385(1) (j), F.S.; 69K-24.020(1), F.A.C.]	✓			One light weight and one heavy weight body bag [Ref: 497.385(1) (e), F.S.; 69K-24.021(5) (a) and (b), F.A.C.]	✓		
Removal Service conducting business under name by which licensed [Ref: 497.385(1) (i), F.S.; 69K-24.020(1), F.A.C.]	✓			One cot cover for each cot, if cots are used [Ref: 497.385(1) (e), F.S.; 69K-24.021(5) (c), F.A.C.]	✓		
ESTABLISHMENT REQUIREMENTS				One first aid kit [Ref: 497.385(1) (e), F.S.; 69K-24.021(5) (d), F.A.C.]	✓		
Removal Service name posted at public entrance [Ref: 497.385(1) (i), F.S.]	✓			One fire extinguisher [Ref: 497.385(1) (e), F.S.; 69K-24.021(5) (e), F.A.C.]	✓		
Name of full-time manager-in-charge posted at public entrance [Ref: 497.385(1) (i), F.S.]	✓			Sufficient protective clothing to meet the needs of the staff [Ref: 497.385(1) (e), F.S.; 69K-24.021(5) (f), F.A.C.]	✓		
Removal service not contracting with general public [Ref: 497.385(1) (k), F.S.]	✓			Disposable gowns, Protective Eyewear, Masks, Shoe covers and Gloves [Ref: 497.385(1) (e), F.S.; 69K-24.021(5) (f) 1-5, F.A.C.]	✓		
Employees possess proper identification [Ref: 497.385(1) (e), F.S.; 69K-24.021(2), F.A.C.]	✓			Waterproof aprons [Ref: 497.385(1) (e), F.S.; 69K-24.021(5) (f) 6, F.A.C.]	✓		
Employees have valid Florida Driver's license [Ref: 497.385(1) (e), F.S.; 69K-24.021(2), F.A.C.]	✓			Transported or stored human remains completely covered at all times. [Ref: 497.386(4), F.A.C.]	✓		
All required equipment maintained in a clean and sanitary manner [Ref: 497.385, F.S.; 69K-24.021(5), F.A.C.]	✓			VEHICLE REQUIREMENTS			
Premises maintained in a clean and sanitary condition [Ref: 497.385(1) (e), F.S.; 69K-24.022(3), F.A.C.]	✓			Vehicle(s) constructed to adequately secure bodies and prevent displacement [Ref: 497.385(1) (e), F.S.; 69K-24.021(3) (a), F.A.C.]	✓		
All signed contracts retained for 10 years [Ref: 497.385(1) (e), F.S.; 69K-24.022(5), F.A.C.]	✓			If stacked, dead human remains supported by racks or other support sufficient to separate the remains from others [Ref: 497.385(1)(e), F.S.; 69K-24.021(3)(b)2, F.A.C.]	✓		
System established for the identification of human remains received for removal [Ref: 497.385(1) (e), F.S.; 69K-24.021, F.A.C.]	✓			Dead human remains separated by a cot, body bag within a box, or cremation container [Ref: 497.385(1)(e), F.S.; 69K-24.021(4)(a-c), F.A.C.]	✓		
Health and safety education of operational personnel [Ref: 497.162, F.S.; 69K-7.0035, F.A.C.]	✓			Vehicle(s) are insured for property damage and bodily injury <i>Accord Ins. Network</i>	✓		
Facility maintains a complaint log and	✓			Have all violations and errors noted in previous			✓

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. This will acknowledge that the licensee has twenty (20) days in which to file a written response to any discrepancies or violations noted.

Charles McHone
 Signature of Owner, Licensee or Authorized Rep. Date

[Signature]
 Inspection/Investigator Signature and Title

ST. JOHNS COUNTY, FL
RFP NO: 11-80; TRANSPORTATION OF CADAVERS

ATTACHMENT B
PROPOSAL FORM

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

Unit Prices:

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

Item 1: \$ 160⁰⁰ Per Case (Amount in numerals)
 One hundred sixty dollars and 00/100 Per Case (Amount in words)

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

Item 2: \$ 200⁰⁰ Per Case (Amount in numerals)
 Two hundred dollars and 00/100 Per Case (Amount in words)

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



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

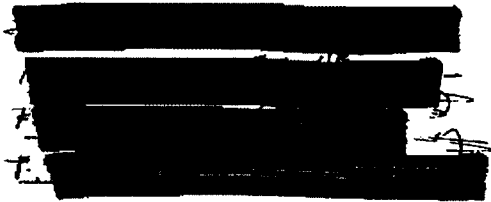
written procedures for handling complaints (Ref. 497.15(1)(2) and (1)(1)(a), F.S.) report been corrected?

PERSONS EMPLOYED

POSITION

LICENSE NUMBER

Mellone, Charles Owner
Nesti, Robert Driver
Holquist, Gordon Driver
Elcie J. Mize Driver



Remarks:

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. This will acknowledge that the licensee has twenty (20) days () which is file a written response to any discrepancy or violation noted.

[Signature]
 Signature of Owner, Licensee or Authorized Rep. Date

[Signature]
 Inspection/Investigator Signature and Title

Resume of

Charles C. McHone Sr.

4901 Avenue D

St. Augustine, Fl. 32084

(904) 669 – 6769

(904) 827 – 1595 (fax)

CMCHONE@BELLSOUTH.NET

- Experience** 1994 to Present - St. John's County, St. Augustine, Fl.
- Cadaver Transport** It is my fervent desire to secure a new contract with St. John's County, in the Transportation of Cadavers for the SJC Medical Examiner's Office as per RPF (# 11 – 80) Request for Proposal. My goal is to continue in this my chosen profession. I have been transporting for the St. John's County for the past 17 years. In addition I have over 40 years of continuous service in the profession for Flagler County; Craig Funeral Home Memorial Park Crematory; in addition to other Funeral Homes; Crematories; Nursing Homes; Rehabilitation Facilities; Hospitals; Hospice Facilities and numerous other pertinent facilities.
- Education** Colonel White High School; Dayton, Ohio Graduated 1968
Bowling Green Business College; Bowling Green, Ky. Assoc. Degree GPA 3.2
Kentucky School of Mortuary Science, Louisville, Ky. 1973
- Interests** Masonic Lodge 3rd Degree
American Legion Post #400 Central Florida
Royal Order of Elks; St. Augustine, Florida
Harley Davidson Harley Group of Florida
Tennessee Squires

Craig

Funeral Home • Crematory • Memorial Park

Licensed Funeral Directors

AUGUSTUS H. CRAIG III, owner
RUSSELL D. HALL
DANIEL P. HALEY
HOWARD R. BECKHAM, JR.
LINDA ROY

P.O. Box 99
St. Augustine, Florida 32085
(904) 824-1672 • Fax (904) 824-4862
www.craigfuneralhome.com

Preneed Sales
PAMELA SMITH

Monuments
C.J. KIDD

To: St. Johns County

To Whom It May Concern:

We have used the services of Charles McHone for seventeen years. He is professional, punctual and courteous at all times.

If you have any questions please feel free to call me.


Russell D. Hall
Director of Funeral Operations



39 N. Old Kings Rd. | Palm Coast, FL 32137
386.586.7575 | fax 386.586.0390 | clymerfh@cf.rr.com

To: Whom it May Concern
From: Clymer Cremations and Funeral Home
Subject: McHone Transport

We are submitting this letter to confirm that McHone Transport has done and has been doing removals for Clymer Cremations and Funeral Home for the past several years, primarily from the Medical Examiner's Office to our location. McHone Transport has always acted in profession, courteous, and timely manner. Clymer Funeral Home has not had incidents or problems when dealing with Charlie McHone or his representatives.

Thank You,

A handwritten signature in black ink, appearing to read "Kenneth Clymer", written over a white, oval-shaped background.

Kenneth Clymer

Licensed Funeral Director

Clymer Cremations and Funeral Home

**Coastal Cremation Service
29 Old Kings Rd., Ste. 7A
Palm Coast, FL. 32137
386-445-7077**

To whom it May Concern;

**This letter is to recommend the Charles McHone
Removal service to whomever it may be of service.**

**I have known Charles McHone for several years.
He has been very efficient in making removals for
us here at Coastal for the entire time that I've
known him.**

**He has proved to be very courteous and prompt in
his removals.**

**I would highly recommend him for any removal
positions that may arise.**

Sincerely Yours,

A handwritten signature in cursive script that reads "Leo Kinnett". The signature is written in black ink and is positioned below the typed name "Leo Kinnett, owner".

**Leo Kinnett, owner
7/16/11**



PONTE VEDRA VALLEY

"a family owned and operated Funeral Home with On-Site Cremation Center and Cemetery"

July 14, 2011

St. Johns County Medical Examiner
4501 Avenue A
St. Augustine, FL 32095

To Whom It May Concern:

Ponte Vedra Valley has used Charles McHone Removal Services when needed for the past seven years. They have always done a professional and courteous job. I would highly recommend them for the Medical Examiner Contract.

If I can be of any further assistance please call me at (904) 285-1130.

Sincerely,

Brent Headrick, LFD
Owner

18 - RELATIONSHIP BUSINESS
CHECKING 20103073

PUTNAM STATE BANK

7/22/2011 11:32:06 AM

Printed by: DANA WORKMAN

Reporting Institution: 42

Demand Deposit 20103073 - CHARLES MCHONE REMOVAL SV CORP

	Rel	Birthdate	Phone	Tax Identification
[02] CHARLES MCHONE REMOVAL SV CORP	*		*****	*****
4901 AVENUE D				
ST AUGUSTINE FL 32095				

Additional Relationships

Tax Name: [2] CHARLES MCHONE REMOVAL SV CORP

All Transactions

Description	Debits	Credits	Date
Deposit		\$2,010.00	Nov 13, 2009
Check #3946	\$2,010.00		Nov 13, 2009
Deposit		\$45.00	Nov 25, 2009
Check #3947	\$45.00		Nov 25, 2009
Deposit		\$2,520.00	Nov 27, 2009
Check #3948	\$2,520.00		Nov 27, 2009
Deposit		\$6,242.00	Dec 01, 2009
Check #3950	\$6,242.00		Dec 01, 2009
ST. JOHNS BOARD ACH PAYMNT 00001342		\$2,005.00	Dec 09, 2009
282471TELEBANC XFER TO PARTNERS GOL 22014823 ON 12/09/09 10:39	\$2,005.00		Dec 09, 2009
Deposit		\$1,295.00	Dec 21, 2009
Check #4341	\$1,295.00		Dec 21, 2009
Deposit		\$4,604.25	Dec 31, 2009
Check #4342	\$4,604.25		Dec 31, 2009
ST. JOHNS BOARD ACH PAYMNT 00001342		\$1,755.00	Jan 06, 2010
429229TELEBANC XFER TO PARTNERS GOL 22014823 ON 1/06/10 12:49	\$1,755.00		Jan 06, 2010
Deposit		\$45.00	Jan 13, 2010
Check #4343	\$45.00		Jan 13, 2010
Deposit		\$2,240.00	Jan 22, 2010
Check #4344	\$2,240.00		Jan 22, 2010
Deposit		\$150.00	Jan 25, 2010
Check #4345	\$150.00		Jan 25, 2010
Deposit		\$7,633.50	Jan 29, 2010
Check #4346	\$7,633.50		Jan 29, 2010
ST. JOHNS BOARD ACH PAYMNT 00001342		\$1,555.00	Feb 10, 2010
301768TELEBANC XFER TO PARTNERS GOL 22014823 ON 2/10/10 8:10	\$1,555.00		Feb 10, 2010
Deposit		\$2,035.00	Feb 22, 2010
Check #4348	\$2,035.00		Feb 22, 2010
Deposit		\$5,755.00	Mar 01, 2010
Check #4350	\$5,755.00		Mar 01, 2010
ST. JOHNS BOARD ACH PAYMNT 00001342		\$2,085.00	Mar 10, 2010
176760TELEBANC XFER TO PARTNERS GOL 22014823 ON 3/10/10 6:00	\$2,085.00		Mar 10, 2010
Deposit		\$195.00	Mar 16, 2010
Check #4352	\$195.00		Mar 16, 2010