

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No: **4336-D/14**

Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition No: RQID1400149 Term of contract: 5 years with no option-to-renew

Requisition/Project Title: Cremation and/or Interment Services

Description: The purpose of this solicitation is to establish a contract for the purchase of cremation and interment services in conjunction with the County's needs on an as needed when needed basis.

User Department(s): Medical Examiner

Issuing Department: Internal Services Department Procurement Management Division

Contact Person: Martha Garofolo **Phone:** 305-375-4265

Estimated Cost: \$1,250,000 **Funding Source:** General

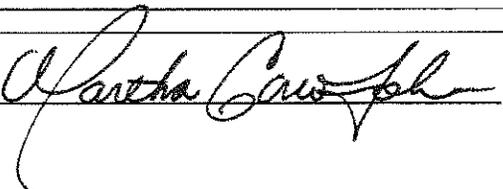
ANALYSIS

Commodity/Service No: <u>952-64</u>		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		

Basis of Recommendation:

Signed: 

Date to SBD: 9-8-14

Date Returned to ISD: _____



BID NO.: 9223-0/15

**OPENING: 2:00 P.M.
Wednesday
December 23, 2009**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

CREMATION AND/OR INTERMENT SERVICES FOR MIAMI-DADE COUNTY

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

INDEMNIFICATION/INSURANCE:..... SEE SECT 2.0, PARA 2.11
SMALL BUSINESS ENTERPRISE MEASURE:..... SEE SECT. 2.0, PARA 2.2
USER ACCESS PROGRAM: SEE SECTION 2.0, PARA 2.21

FOR INFORMATION CONTACT:

A. Rodriguez at 305-375-4258, or at abelin@miamidadade.gov

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 18 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 18 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 9223-0/15

Title: Cremation and/or Interment Services

Sr. Procurement Contracting Agent: A. Rodriguez, CPPB

Bids will be accepted until 2:00 p.m. on December 23, 2009

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/dpm/solicitationlist.aspx). Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. *Miami-Dade County Ownership Disclosure Affidavit* (Sec. 2-8.1 of the County Code)

2. *Miami-Dade County Employment Disclosure Affidavit* (County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. *Miami-Dade County Employment Drug-free Workplace Certification* (Section 2-8.1.2(b) of the County Code)
4. *Miami-Dade County Disability and Nondiscrimination Affidavit* (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. *Miami-Dade County Debarment Disclosure Affidavit* (Section 10.38 of the County Code)
6. *Miami-Dade County Vendor Obligation to County Affidavit* (Section 2-8.1 of the County Code)
7. *Miami-Dade County Code of Business Ethics Affidavit* (Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. *Miami-Dade County Family Leave Affidavit* (Article V of Chapter 11 of the County Code)
9. *Miami-Dade County Living Wage Affidavit* (Section 2-8.9 of the County Code)
10. *Miami-Dade County Domestic Leave and Reporting Affidavit* (Article 8, Section 11A-60 11A-67 of the County Code)
11. *Subcontracting Practices* (Ordinance 97-35)
12. *Subcontractor /Supplier Listing* (Ordinance 97-104)
13. *Environmentally Acceptable Packaging* Resolution (R-738-92)
14. *W-9 and 8109 Forms*
The vendor must furnish these forms as required by the Internal Revenue Service.
15. *Social Security Number*
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. *Office of the Inspector General*
Pursuant to Section 2-1076 of the County Code.
17. *Small Business Enterprises*
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. *Antitrust Laws*
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

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GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of Ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

J. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the

**SECTION 1
GENERAL TERMS AND CONDITIONS**

Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically capable employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful

Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County; stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County

SECTION 1
GENERAL TERMS AND CONDITIONS

ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IH) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy,

security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IH/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

Cremation and/or Interment Services

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract for the purchase of cremation and interment services in conjunction with the County's needs on an as needed when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE (RECOMMENDED):

A pre-bid conference will be held on December 14, 2009 at 10:00 A.M. at the Stephen P. Clark Center in conference room no. 18-3 to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Bidders are requested to bring a printed copy of this solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

2.4 TERM OF CONTRACT: FIVE YEAR PERIOD

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five years

SECTION 2
SPECIAL CONDITIONS

Cremation and/or Interment Services

2.5 OPTION TO RENEW

INTENTIONALLY OMITTED

2.6 METHOD OF AWARD: To Lowest Priced Bidder on an Item-by-Item Basis

Award(s) will be made on an item-by-item basis to up to two responsive and responsible bidder(s) who submits the lowest price for the item(s) being awarded, and provides the following information prior to award of the contract.

2.6.1 Minimum Qualifications for Award of Item 1 (Cremations)

- a. Copy of the State's Crematory Operator's current license.
- b. Copy of the current, County Air Operating Permit issued to provide proposed services
- c. Provide evidence that the firm has been providing the services requested in this solicitation for a period not less than three years. This evidence can be past copies of operators licenses, a reference from a commercial contract for same services and/or occupational licenses

2.6.2 Minimum Qualifications for Award of Item 2 (Interment)

- a. Copy of the State's Funeral Director's current license
- b. Provide evidence that the firm has been providing the services requested in this solicitation for a period not less than three years. This evidence can be past copies of operators licenses, a reference from commercial contract for same services and/or occupational licenses.

While the above method of award prescribes the method for determining the lowest responsive, responsible bidder, the County will award this contract to the designated lowest bidder as the primary bidder and may award this contract to the designated second lowest bidder as the secondary bidder respectively for both cremation and interment services. If the County exercises this right, the primary bidder shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the primary bidder declines this opportunity, the County shall seek the identified goods or services from the secondary bidder. The County may also make award to the third lowest bidder as a tertiary bidder.

The successful bidder must possess throughout the term of the contract all current business, professional licenses, and permits necessary to provide the required service, for items 1 and 2.

SECTION 2
SPECIAL CONDITIONS

Cremation and/or Interment Services

2.6.3 Competency of bidders and associate subcontractors.

The County may elect to conduct a pre-award inspection of the bidder's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of performing the services (transportation of human remains, cremation, interment, or storage of human remains) as described in the solicitation, and who can produce evidence that they have a satisfactory record of performance for a reasonable period of time (paragraph 2.6.1 and/or 2.6.2). Bidders must demonstrate that they have sufficient managerial experience, financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated.

In the event that the bidder intends to sub-contract any part of its work to another bidder, the bidder may be required to verify the competency of its sub-contractor or supplier. Miami-Dade County reserves the right, before awarding the contract, to require a bidder to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any bidder responding hereunder, including past performance with the County, in determining bidder responsibility for the purposes of selecting a bidder for contract award.

2.7 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED BASED ON GOVERNMENTAL PRICE INDEX:

If the bidder is awarded a contract under this solicitation, the prices proposed by the bidder shall remain fixed for the term of the contract. The only exception in this regard is that this fixed price shall be adjusted upward or downward based on the following price index list:

For cremation services (item #1); Producer Price Index (PPI) for Natural Gas, not seasonally adjusted, series WPU053101.

For interment services (item #2); Consumer Price Index (CPI), Funeral expenses, U.S. city average, 12 month percent change, not seasonally adjusted..

It should be noted that requests for price adjustments may affect the primary bidder's designation status dependant upon bidder responses to notice of the index change.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

SECTION 2
SPECIAL CONDITIONS

Cremation and/or Interment Services

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

INTENTIONALLY OMITTED

2.9 EQUAL PRODUCT

INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES

INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE – CREMATION AND/OR INTERMENT SERVICES

The following requirement applies to the primary contractor for each item awarded. Prior to the activation of the secondary bidder that company's insurance certificate shall comply with this requirement.

Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Bidder or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The bidder shall furnish to the Bidder Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

SECTION 2
SPECIAL CONDITIONS

Cremation and/or Interment Services

- A. Worker's Compensation Insurance for all employees of the bidder as required by Florida Statute 440.
- B. General Public Liability Insurance on a comprehensive basis in an amount not less than **\$500,000.00** combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than **\$500,000.00** combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
 111 NW 1st STREET
 SUITE 2340
 MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the bidder of his liability and obligation under this section or under any other section of this agreement.

SECTION 2
SPECIAL CONDITIONS

Cremation and/or Interment Services

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the bidder fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1.23 of the General Terms and Conditions.

The bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the bidder in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the bidder in accordance with Section 1.23 of this solicitation.

2.12 BID GUARANTY

INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND

INTENTIONALLY OMITTED

2.14 CERTIFICATIONS

INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED

The County shall provide periodic payments for services rendered by the bidder. In order for the County to provide payment, the bidder shall submit a fully documented invoice to the Medical Examiner Department bi-monthly that provides the basic information set forth

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Cremation and/or Interment Services

below. The bidder must provide a Certificate of Death for each deceased before payment will be approved by the Medical Examiner Department. All death certificates are to be completed in the manner prescribed in Florida Statute 382.008, Death and Fetal Death Registration.

It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a Medical Examiner Department representative has reviewed and approved the service.

All invoices shall contain the following basic information:

I. Bidder Information:

- The name of the business organization as specified on the contract between Miami-Dade County and bidder
- Date of invoice
- Invoice number
- Bidder's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the services provided
- Extended total price of the services.
- Applicable discounts

IV. Services Provided per Contract:

- Description
- Quantity

V. Medical Examiner Case Number

VI Name, Age, Race and Sex of Deceased.

VII Date of Death

VIII Date of Cremation or interment

SECTION 2
SPECIAL CONDITIONS

Cremation and/or Interment Services

- IX Signature of Crematory Operator, Funeral Director or designee
- X. A statement to read: **“No other funds have been received or will be received for this cremation”**

Invoices shall be mailed to: Miami Dade County Medical Examiner Department
Public Interment Program
One Bob Hope Road
Miami, Fl. 33136-1133

Failure to comply with the above requirements may delay payment and/or affect the continuation of the contract

2.16 SHIPPING TERMS

INTENTIONALLY OMITTED

2.17 DELIVERY REQUIREMENTS

INTENTIONALLY OMITTED

2.18 BACK ORDER ALLOWANCE

INTENTIONALLY OMITTED

2.19 WARRANTY REQUIREMENTS

INTENTIONALLY OMITTED

2.20 CONTACT PERSONS :

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: A. Rodriguez, at (305) 375-4258
email – abelin@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation

SECTION 2
SPECIAL CONDITIONS

Cremation and/or Interment Services

and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The bidder providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Bidder participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The bidder shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful bidder shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the bidder for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the bidder and shall be paid by the ordering entity less the 2% UAP.

Bidder Compliance

If a bidder fails to comply with this section, that bidder may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the bidder shall furnish all labor, material and equipment necessary for

SECTION 2
SPECIAL CONDITIONS

Cremation and/or Interment Services

satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**2.23 PURCHASE OF OTHER SERVICES NOT LISTED WITHIN THIS SOLICITATION
BASED ON PRICE QUOTES:**

While the County has listed all major services within this solicitation which are utilized by County in conjunction with their operations, there may be similar services that must be purchased by the County during the term of this contract. Under these circumstances, a representative of the Department of Procurement Management will contact the bidder(s) to obtain a price quote for the similar services. If there are multiple bidders on the contract, the County representative may also obtain price quotes from these bidders. The County reserves the right to award these similar items to the contract bidder, another contract bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

SECTION 3
TECHNICAL SPECIFICATION

Cremation and/or Interment Services

3.1 Scope

Successful bidder(s) shall provide the County Medical Examiner Department (ME) with centralized, scheduled pick up and removal of remains and cremation or interment services.

3.2 Cremation

3.2.1 The successful bidder must be licensed by the State of Florida for the operation of a crematory. The crematory must be maintained on the premises of the successful bidder. Only County-approved subcontractors may be used.

3.2.2 The Crematory Operator will secure written cremation approval from the Medical Examiner Department (ME) as required for all bodies that are to be cremated pursuant to Florida Statute 406.11 (Medical Examiner Law, Examinations, Investigations and Autopsies) and Florida Statute 497.607 (Cremation: Procedures Required).

3.2.3 The Crematory Operator must get all necessary death certificates signed by the medical doctor. The Crematory Operator must file all signed death certificates with the Miami-Dade County Department of Health, Bureau of Vital Records.

3.2.4 The Crematory Operator must wait 48 hours from the time the remains are received before cremating the remains as pursuant to Florida Statute 872.03 (Cremating Human Bodies, limitation).

3.2.5 The Crematory Operator will store the remains in a container approved by Miami-Dade County and as required pursuant to Florida Statute 497.606.

3.2.6 The Crematory Operator will provide an original cremation delivery receipt for those cremains that are to be delivered to the ME. The Public Interment Program (PIP) Coordinator will determine the delivery schedule.

3.2.7 The Crematory Operator will dispose of cremains by the following methods:

- a. The Crematory Operator shall make cremains available to the PIP Coordinator within thirty (30) days following PIP authorization to cremate and receipt of a signed death certificate. When there is an extended delay in getting the doctor to certify the death, an extension of an additional fifteen (15) days may be allowed. The PIP Coordinator should be contacted in these instances to be informed about the delay.
- b. Scatter as appropriate at the Miami-Dade County Cemetery when requested by the family or other authorized person.
- c. Inter cremains in the Miami-Dade County Cemetery.

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Cremation and/or Interment Services

3.2.8 The Crematory Operator must transport ashes to the Miami-Dade County Cemetery for scattering and interment at intervals scheduled by the PIP Coordinator.

3.2.9 The successful bidder must maintain a monthly log of all PIP cases and provide monthly Cremation Reports to the PIP Coordinator. The report must be alphabetized and must include the following: Name of Deceased, Date of Death, Date Services Were Provided, Cremation Permit Number, PIP Case Number, Amount Due, Establishment Name, Address, and Date of Invoice.

3.3 Interment

The successful bidder must be licensed as a funeral director by the state of Florida and will assist the ME with interment of unknown remains at the Miami-Dade County Cemetery. This responsibility includes:

3.3.1 Collecting paperwork from the ME's PIP that includes the Burial Permit at the County Cemetery and the Burial Transit Permit.

3.3.2 Getting all necessary death certificates signed by the medical doctor and filing all signed death certificates with the Miami-Dade County Department of Health, Bureau of Vital Records.

3.3.3 Picking up the remains from the ME, placing them in a casket and transporting them to the County Cemetery.

3.3.4 Placing the casket in the designated grave at the cemetery.

3.4 Pick Up, Transportation and Storage Services for Cremation and/or Interment

3.4.1 All bodies accepted into the PIP will be transported by the Medical Examiner Department (ME) Forensic Evidence Recovery Team to be stored at the Miami-Dade County ME facility. The PIP Coordinator will call the successful bidder during normal business hours (8:00 a.m. – 5:00 p.m.), Monday through Friday, for pick-up. Pick-ups will occur within twenty-four (24) hours of notification unless otherwise notified by the PIP Coordinator.

3.4.2 The successful bidder must be prepared to make more than one transport per day when necessary. Bodies shall be transported in such a way that one set of remains will not touch another.

SECTION 3
TECHNICAL SPECIFICATION

Cremation and/or Interment Services

3.4.3 Bidder shall have vehicles that are clean, suitable for the transportation of deceased, and in good operating condition. Trucks are not acceptable.

3.4.4 Bidder shall provide a driver and one assistant when picking up and transporting the remains. The driver and assistant must present a clean, neat, professional appearance when making removals or deliveries.

3.4.5 Successful bidders shall provide all applicable supplies and equipment when removing remains from the ME under the terms of this agreement (i.e., gloves, body bags, gurney, clean sheets, etc.)

3.4.6 Bodies are to be transported and stored in accordance with Florida Statute 497.386 (Storage, preservation, and transportation of human remains). Bodies are never to be stacked or placed on the floor. Subcontractors may be used only with prior approval from the County.

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday
December 23, 2009



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM
ar Purchasing Division

Date Issued: 12/7/09

This Bid Submittal Consists of
Pages 14 through 18

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Cremation and/or Interment Services for Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 952-64	
A. Rodriguez	Sr. Procurement Contracting Agent

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE BIDDER MAY, AT BIDDER'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE TO BE PROVIDED IS TO BE DOWNLOADED AT <http://services.miamidade.gov/DPM/SolicitationList.aspx>

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 18 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE
FAILURE TO SIGN PAGE 18 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

**BID SUBMITTAL FOR:
Cremation and/or Interment Services**

FIRM NAME: _____

Item	Annual Estimated Usage	Description	Unit Price	Total
1	650	Cremation Services, per Technical Specifications	\$ _____	\$ _____
2	6	Interment of unknown remains	\$ _____	\$ _____

Name and Address of Sub-Contractor (if any) (see para 3.2.1 and 3.4.6)	
Name:	_____
Address:	_____
City/State/Zip Code:	_____
Point of Contact:	_____
Telephone No.:	_____
Fax No.:	_____
E-Mail:	_____

BID SUBMITTAL FOR:
Cremation and/or Interment Services

FIRM NAME: _____

Minimum Qualifications for Award of Item 1 (Cremations)	
a.	Copy of the State's Crematory Operator's current license.
b.	Copy of the current, County Air Operating Permit issued to provide proposed services.
c.	Provide evidence that the firm has been providing the service requested in this solicitation for a period not less than three years. This evidence can be past copies of operators licenses, a reference from a commercial contract for same services and/or occupational licenses.
Minimum Qualifications for Award of Item 2 (Interment)	
a.	Copy of the State's Funeral Director's current license.
b.	Provide evidence that the firm has been providing the service requested in this solicitation for a period not less than three years. This evidence can be past copies of operators licenses, a reference from commercial contract for same services and/or occupational licenses.

SECTION 4
BID SUBMITTAL FOR:

Cremation and/or Interment Services

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

TITLE OF OFFICER: _____



.Bid Title: Cremation and/or Interment Services

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
Yes _____ No _____
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?
Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. _/ _ - _/ _/ _/ _/ _/ _/

Prompt Payment Terms: ____% ____ days net ____ days
(Please see paragraph 1.2 H of General Terms and Conditions)

*****By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract*****

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX
AFFIDAVITS
FORMAL BIDS

MIAMI-DADE COUNTY

BID NO.: -OTR

Note: This affidavit will be requested from all bidders once bids are received and evaluated.

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared _____ who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR
 is related to the following parties who bid in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ Date _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____
Notary Seal

Walters, Vivian (ISD)

From: Garofolo, Martha (ISD)
Sent: Monday, September 08, 2014 11:30 AM
To: Walters, Vivian (ISD)
Cc: Johnson, Laurie (ISD); Garofolo, Martha (ISD); Walker, Celeste (ISD)
Subject: RQID1400149 (FB-00128 Cremation and Interment Services) SBD CONTRACT PROJECT MEASURE ANALYSIS REVIEW
Attachments: SBD CONTRACT PROJECT MEASURE ANALYSIS FB-00128 CREMATION AND INTERMENT.pdf; FB-00128 ITB DRAFT CREMATION AND INTERMENT SERVICES (SBD REVIEW).pdf; BID_9223_Cremation_&_Interment.pdf
Importance: High

Good morning Vivian, attached for your review is a contract project measure analysis for the following:

- Replacement contract for 4336-0/14 Cremation and Interment Services
- Requisition Number: RQID1400149
- Bid Number: FB-00128
- Department: Medical Examiner
- Funding Source: General
- Contract Estimated Value: \$1,250,000 for a five year term with no option to renew

Thanks.

Martha Garofolo
Procurement Contracting Officer
Miami-Dade County Internal Services Department
111 N.W. 1st Street, Suite 1300 Miami, Florida 33128
(305) 375-4265 Fax (305) 375-4407
www.miamidade.gov/internal

"Delivering Excellence Every Day"

"DRAFT"

Solicitation FB-00128

Cremation and/or Interment Services

Bid designation: Public



Miami-Dade County

"DRAFT"

**Bid FB-00128
Cremation and/or Interment Services**

Bid Number **FB-00128**
Bid Title **Cremation and/or Interment Services**

Bid Start Date **In Held**
Bid End Date **Sep 26, 2014 6:00:00 PM EDT**

Bid Contact **Martha Garofolo**
305-375-4265
marthag@miamidade.gov

Bid Contact **Maria Hevia**
305-375-5073
mhevia@miamidade.gov

Bid Contact **Lenny Sandoval**
305-375-3065
ssandov@miamidade.gov

Contract Duration **5 years**
Contract Renewal **Not Applicable**
Prices Good for **Not Applicable**
Pre-Bid Conference **Sep 19, 2014 6:00:00 AM EDT**
Attendance is optional
Location: Internal Services Department
Procurement Management Division
Stephen P. Clark Center
111 NW 1 Street, Suite 1300
Conference Room XXXX
Miami, Florida 33128

Bid Comments **The purpose of this solicitation is to establish a contract for the purchase of cremation and interment services in conjunction with the County's needs on an as needed when needed basis.**

Item Response Form

Item **FB-00128--01-01 - Cremation Services**
Quantity **850 each**
Unit Price
Delivery Location **Miami-Dade County**
Miami-Dade County
generic location
Miami FL 33128
Qty 850

Description
Cremation Services per technical specifications

Item **FB-00128--01-02 - Interment of unknown remains**
Quantity **2 each**
Unit Price
Delivery Location **Miami-Dade County**
Miami-Dade County
generic location

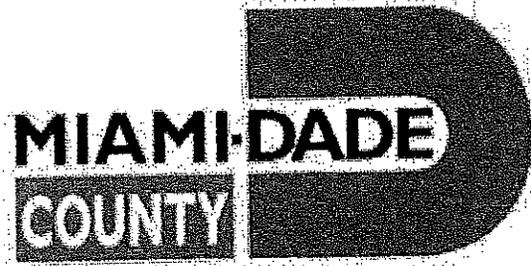
DRAFT

Miami FL 33128
Qty 2

Description
Interment of unknown remains

MAX FET

BID NO.: FB-00128
OPENING: 6:00 PM
Cremation and/or Interment Services
Sep 26, 2014



MIAMI-DADE COUNTY, FLORIDA

INVITATION
TO BID

TITLE:
Cremation and/or Interment Services

BIDS WILL BE ACCEPTED UNTIL 6:00 PM
ON
Sep 26, 2014

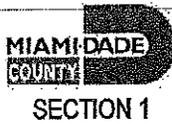
FOR INFORMATION CONTACT:
Martha Garofolo, 305-375-4265, marthag@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.
- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ANY BIDDER/PROPOSER RESPONDING TO THIS SOLICITATION.
- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.

"Draft"

"Draft"

**GENERAL TERMS AND CONDITIONS:**

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r14-2.pdf>

NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit a proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of your proposal can be submitted via **HARDCOPY, EMAIL, OR FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in the solicitation electronically.

"Draft"



**Miami-Dade County
Procurement Management Services
Proposal Submittal Form**
111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. FB-00128		Solicitation Title: Cremation and/or Interment Services		
Legal Company Name (include d/b/a if applicable): <input style="width:100%;" type="text"/>		Federal Tax Identification Number: <input style="width:100%;" type="text"/>		
If Corporation - Date Incorporated/Organized : <input style="width:100%;" type="text"/>		State Incorporated/Organized: <input style="width:100%;" type="text"/>		
Company Operating Address: <input style="width:100%;" type="text"/>		City <input style="width:100%;" type="text"/>	State <input style="width:100%;" type="text"/>	Zip Code <input style="width:100%;" type="text"/>
Company Contact Person: <input style="width:100%;" type="text"/>		Email Address: <input style="width:100%;" type="text"/>		
Phone Number (include area code): <input style="width:100%;" type="text"/>	Fax Number (include area code): <input style="width:100%;" type="text"/>	Company's Internet Web Address: <input style="width:100%;" type="text"/>		
<p>Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.</p> <p>LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that has a valid Local Business Tax Receipt, issued by Miami-Dade County; has a physical business address located within the limits of Miami-Dade County from which business is performed; and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.</p> <p>LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.</p> <p align="center"><u>SMALL-BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)</u></p> <p>An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access http://www.miamidade.gov/business/business-certification-programs.asp. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.</p> <p align="center">Is your firm a Miami-Dade County Certified Small Business Enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p align="center">If yes, please provide your Certification Number: <input style="width:100px;" type="text"/></p>				

"Draft"

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this proposal through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall execute the proposal through a duly authorized representative and shall also initial this space:

In such event, the Proposer shall furnish together with its proposal response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.

Proposer's Authorized Representative's Signature, <input type="text"/>	Date <input type="text"/>
Type or Print Name <input type="text"/>	

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SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of cremation and interment services in conjunction with the County's needs on an as needed when needed basis.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Department of Internal Services, Procurement Management Division and contingent upon the completion and submittal of all required bid documents. The contract term is for five (5) years and shall expire on the last day of the last month of the contract term.

2.3 METHOD OF AWARD ** PENDING (M/E TO RESPOND) AWARD TO 1 OR 2 VENDORS???

Award of this contract will be made to two (2) responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the award will be made to multiple vendors in the aggregate to assure availability, the lowest priced vendor in the aggregate will be given the responsibility to perform under this contract. Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. The County may also make award to the third lowest bidder as a tertiary bidder.

Failure to perform as noted may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

MINIMUM REQUIREMENTS**Item 1 (Cremations) Vendors shall provide:**

- 1) Copy of the State's Crematory Operator's current license
- 2) Copy of the current, County Air Operating Permit issued to provide proposed services
- 3) Provide evidence that the firm has been providing the services requested in this solicitation for a period not less than three years. This evidence can be past copies of operator's licenses, a reference from a commercial contract for same services and/or occupational licenses.

Item 2 (Interment) Vendors shall provide:

- 1) Copy of the State's Funeral Director's current license
- 2) Provide evidence that the firm has been providing the services requested in this solicitation for a period not less than three years. This evidence can be past copies of operator's licenses, a reference from commercial contract for same services and/or occupational licenses.

Vendor shall possess throughout the term of the contract all current business, professional licenses, and permits necessary to provide the required service, for items 1 and 2.

COMPETENCY OF VENDOR(S) AND ASSOCIATE SUBCONTRACTORS

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of performing the services (transportation of human remains, cremation, interment, or storage of human remains) as described in the solicitation, and who can produce evidence that they have a satisfactory record of performance for a reasonable period as per Paragraph 2.3 Minimum Requirements. Vendors must demonstrate that they have sufficient managerial experience, financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated.

In the event that the vendor intends to sub-contract any part of its work to another vendor, the vendor may be required to verify the competency of its sub-contractor or supplier. Miami-Dade County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

2.4 PRICES SHALL BE FIXED AND FIRM WITH PRICE ADJUSTMENTS

Vendors' prices shall remain fixed and firm for a period of one (1) year from the time of contract commencement. After this period, vendors shall have the option to submit price adjustments on each contract anniversary date.

Prior to, or upon completion, of the contract anniversary date, the County may consider an adjustment to price based on changes in the following Consumer Price Index and Producer Price Index:

Item #1 Cremation Services: Producer Price Index (PPI) for Natural Gas, not seasonally adjusted, series WPU053101.

Item #2 Interment Services: Consumer Price Index (CPI), Funeral Expenses, U.S. city average, 12 month percent change, not seasonally adjusted.

Requests for price adjustments may affect the primary vendor's designation status defendant upon vendor responses to notice of the index change. The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the vendor and/or to terminate the contract with the vendor based on such price adjustments.

2.5 INDEMNIFICATION AND INSURANCE - CREMATION AND/OR INTERMENT SERVICES

PENDING RISK TO REVIEW THE INSURANCE COVERAGE IS DIFFERENT THAN THE BOILER PLATE

2.6 METHOD OF PAYMENT PERIODIC PAYMENTS FOR SERVICE RENDERED

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice to the Medical Examiner Department bi-monthly that provides all the basic information as described in Section 1, General Terms and Conditions.

Additionally, the vendor shall attach to the invoice the following information:

- Medical Examiner Case Number
- Name, Age, Race and Sex of Deceased
- Date of Death
- Date of Cremation or interment
- Signature of Crematory Operator, Funeral Director or designee
- A statement to read: "No other funds have been received or will be received for this cremation"

The vendor must provide a Certificate of Death for each deceased before payment will be approved by the Medical Examiner Department. All death certificates are to be completed in the manner prescribed in Florida Statute 382.008, Death and Fetal Death Registration. Refer to the following link for further information: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=03000399/0382/Sections/0382.008.html.

It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a Medical Examiner Department representative has reviewed and approved the service.

Invoices shall be mailed to:

Miami Dade County Medical Examiner Department
Public Interment Program
One Bob Hope Road
Miami, Florida 33136-1133

2.7 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.8 PURCHASE OF OTHER SERVICES / ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major items within this solicitation, which are utilized by County departments in conjunction with their operations, there may be similar services and items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact all awarded vendor(s) to obtain a price quote for the similar items. Award for these purchases shall be in accordance with Section 2, Paragraph. 2.3 of this bid solicitation. The County reserves the right to award these similar items to the contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE OF WORK**

Vendor(s) shall provide the County Medical Examiner Department (ME) with centralized, scheduled pick up and removal of remains and cremation or interment services in conjunction with the County's needs on an as needed when needed basis.

3.2 CREMATION

Vendor(s) must be licensed by the State of Florida for the operation of a crematory. The crematory must be maintained on the premises of the awarded vendor. Only County-approved subcontractors may be used as per Section 2, Paragraph 2.3, Competency of Vendor(s) and Associate Subcontractors.

The Crematory Operator shall:

- 1) Pursuant to Florida Statute 406.11, (Medical Examiner Law, Examinations, Investigations and Autopsies) and Florida Statute 497.607, (Cremation Procedures Required) secure written cremation approval from the (ME) for all bodies that are to be cremated.
- 2) Obtain all necessary death certificates signed by the medical doctor. The Crematory Operator must file all signed death certificates with the Miami-Dade County Department of Health, Bureau of Vital Records
- 3) Pursuant to Florida Statute 872.03, (Cremating Human Bodies, limitation) wait 48 hours from the time the remains are received before cremating the remains.
- 4) Pursuant to Florida Statute 497.606, store the remains in a container approved by Miami-Dade County.
- 5) Provide an original cremation delivery receipt for those remains that are to be delivered to the ME. The Public Interment Program (PIP) Coordinator will determine the delivery schedule.

The Crematory Operator will dispose of cremains by the following methods:

- 1) The Crematory Operator shall make cremains available to the PIP Coordinator within sixty (60) days following PIP authorization to cremate and receipt of a signed death certificate. When there is an extended delay in getting the doctor to certify the death, an extension of an additional fifteen (15) days may be allowed. The PIP Coordinator shall be contacted in these instances to be informed about the delay.
- 2) Scatter method will be determined by the PIP Coordinator.
- 3) Must transport ashes to the Miami-Dade County Cemetery for scattering and interment at intervals scheduled by the PIP Coordinator.
- 4) Maintain a monthly log of all PIP cases and provide monthly cremation reports to the PIP Coordinator. The report must be alphabetized and must include the following: Name of deceased, date of death, date services were provided, cremation permit number, PIP case number, amount due, establishment name, address, and date of invoice.

3.3 INTERMENT

Vendor(s) must be licensed as a funeral director by the state of Florida and will assist the ME with interment of unknown remains at the Miami-Dade County Cemetery.

Vendor Responsibilities:

- 1) Collecting paperwork from the ME's PIP that includes the Burial Permit at the County Cemetery and the Burial Transit Permit.
- 2) Obtain all necessary death certificates signed by the medical doctor and filing all signed death certificates with the Miami-Dade County Department of Health, Bureau of Vital Records.
- 3) Picking up the remains from the ME, placing them in a casket and transporting them to the County Cemetery.
- 4) Placing the casket in the designated grave at the cemetery.

3.4**PICK UP, TRANSPORTATION AND STORAGE SERVICES FOR CREMATION AND/OR INTERMENT**

- 1) All bodies accepted into the PIP will be transported by the (ME) Forensic Evidence Recovery Team to be stored at the Miami-Dade County ME facility. The PIP Coordinator will call the vendor during normal business hours (8:00 a.m. – 5:00 p.m.), Monday through Friday, for pick-up. Pick-ups will occur within twenty-four (24) hours of notification unless otherwise notified by the PIP Coordinator.
- 2) Vendor(s) must be prepared to make more than one transport per day when necessary. Bodies shall be transported in such a way that one set of remains will not touch another.
- 3) Vendor(s) shall have vehicles that are clean, suitable for the transportation of deceased, and in good operating condition. Trucks are not acceptable.
- 4) Vendor(s) shall provide a driver and one assistant when picking up and transporting the remains. The driver and assistant must present a clean, neat, professional appearance when making removals or deliveries.
- 5) Vendor(s) shall provide all applicable supplies and equipment when removing remains from the ME under the terms of this agreement (i.e., gloves, body bags, gurney, clean sheets, etc.)
- 6) Bodies are to be transported and stored in accordance with Florida Statute 497.386 (Storage, preservation, and transportation of human remains). Bodies are never to be stacked or placed on the floor. Subcontractors may be used only with prior approval from the County.

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SECTION 4 VENDOR REQUIREMENTS

BID SUBMITTAL FORM

Per Section 2, Paragraph 2.3, award of this contract will be made to the responsive, responsible vendors who meet the following minimum qualifications:

Section 2 Special Conditions Paragraph 2.3	Minimum Qualifications <u>Item 1 (Cremations) Vendors shall provide:</u>	
Section 2, Paragraph 2.3	Copy of the State's Crematory Operator's current license License Number: _____ Location of crematory: _____ _____	
	Copy of the current, County Air Operating Permit issued to provide proposed services	
	Provide evidence that the firm has been providing the services requested in this solicitation for a period not less than three years. This evidence can be past copies of (a) operator's licenses, (b) a reference from a commercial contract for same services and/or (c) occupational licenses.	
	a) Copy of operator's license	Bidder indicate if submitting Copy of Operator's License Yes ___ or No ___
Section 2, Paragraph 2.3	b) Reference from a commercial contract for the same services Name of Business: _____ Contact Person: _____ Phone: _____ Email Address: _____	
	c) Occupational Licenses	Bidder indicate if submitting Copy of Occupational Licenses

		Yes ___ or No ___
	Name and address of subcontractor if any (see paragraph 2.3 Competency of Vendor(s) and Associate Subcontractors): Name of Business: _____ Contact Person: _____ Phone: _____ Email Address: _____	
Section 2 Special Conditions Paragraph 2.3	<p align="center">Minimum Qualifications</p> <p align="center"><u>Item 2 (Interment) Vendors shall provide:</u></p>	
Section 2, Paragraph 2.3	Copy of the State's Funeral Director's current license License Number: _____	
	Provide evidence that the firm has been providing the services requested in this solicitation for a period not less than three years. This evidence can be past copies of (a) operator's licenses, (b) a reference from a commercial contract for same services and/or (c) occupational licenses.	
	a) Copy of operator's license	Bidder indicate if submitting Copy of Operator's License Yes ___ or No ___
	b) Reference from a commercial contract for the same services Name of Business: _____ Contact Person: _____ Phone: _____ Email Address: _____	
	c) Occupational Licenses	Bidder indicate if submitting Copy of Occupational Licenses Yes ___ or No ___
	Name and address of subcontractor if any (see paragraph 2.3 Competency of Vendor(s) and Associate Subcontractors): Name of Business: _____	

	Contact Person: _____
	Phone: _____ Email Address: _____

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