

AGREEMENT FOR BODY REMOVAL SERVICES FOR MEDICAL EXAMINER

THIS AGREEMENT ("Agreement") is made and entered into by and between the District 21 Medical Examiner's Office, hereinafter referred to as the "Medical Examiner" and Metrotrans Incorporated, a Florida corporation, whose address is 934 SE 27th Street, Cape Coral, FL 33904, and whose federal tax identification number is 20-0976430, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the Medical Examiner intends to purchase body removal services from the Vendor in connection with "RFP230066SML Body Removal Services for Medical Examiner" (the "Purchase"); and,

WHEREAS, on behalf of the Medical Examiner, the Lee County Procurement Management Department, hereinafter referred to as the "County", issued Solicitation No. RFP230066SML on February 14, 2023 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on April 18, 2023; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the Medical Examiner and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 9 of the Detailed Specifications section of RFP230066SML, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP230066SML, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM

- A. This Agreement shall commence immediately upon execution by both Parties and shall continue for a period of three (3) years, with an option to renew the Agreement for three (3), additional one (1) year periods upon

mutual written agreement of both Parties, under the same terms and conditions.

- B. A purchase order must be issued by the County on behalf of the Medical Examiner before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The Medical Examiner shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and Medical Examiner may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County, on behalf of the Medical Examiner's Office, under this Agreement are subject to the availability of an annual appropriation for this purpose by the Medical Examiner. In the event of non-appropriation of funds by the Medical Examiner for the services provided under this Agreement, the Medical Examiner will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Medical Examiner shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The Medical Examiner shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the Medical Examiner indicating that the products and services have been provided in

conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the Medical Examiner.
- B. If the Medical Examiner requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The Medical Examiner shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County and the Medical Examiner from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C.

These requirements, as well as the Medical Examiner's or County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the Medical Examiner as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the Medical Examiner or County in order to perform the services required under this Agreement;
 - 2) upon request from the County or Medical Examiner, provide the County or Medical Examiner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County or Medical Examiner, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County or Medical Examiner in a format that is compatible with the information technology system of the County or Medical Examiner.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County or Medical Examiner and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County or Medical Examiner shall be that of an independent contractor and not as employees of the County or Medical Examiner. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If

the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

X. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XI. TERMINATION

- A. The Medical Examiner shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County and the Medical Examiner's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If

this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the Medical Examiner or the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the Medical Examiner's review, approval or acceptance of, nor payment for, the services and the white sheet and brown paper bag products required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

[The remainder of this page intentionally left blank.]

Vendor's Representative

Name: James Riczo
Title: President
Address: P.O. Box 150309
Cape Coral, FL 33915
Telephone: (239) 772-8886
Facsimile: (239) 458-7373
Email: Transcon87@comcast.net

Medical Examiner's Representative

Names:	Rebecca A. Hamilton, M.D.	Mary Tucker
Titles:	Chief Medical Examiner	Procurement Management Director
Address:	70 South Danley Drive, Fort Myers, FL 33907	
Telephone:	(239) 533-6339	(239) 533-8881
Facsimile:	(239) 277-5017	(239) 485-8383
Email:	<u>me21ops@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the Medical Examiner's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. Purchase Order
 - 3. Solicitation No. RFP230066SML
 - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: *Joann H Rasi*
Print Name: Joann H Rasi

METROTRANS INCORPORATED

Signed By: *James Riczo*
Print Name: JAMES RICZO
Title: PRESIDENT
Date: 5.10.23

DISTRICT 21 MEDICAL EXAMINER'S OFFICE

SIGNED BY: *Rebecca A Hamilton*
PRINT NAME: Rebecca A. Hamilton
TITLE: Chief Medical Examiner
DATE: 05/17/2023

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A DETAILED SPECIFICATIONS

DETAILED SPECIFICATIONS

GENERAL SCOPE OF PROJECT

Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide Body Removal Services for Lee, Hendry, and Glades counties.

1. SCOPE OF WORK

- 1.1 The purpose of this solicitation is to acquire a Vendor who will provide body removal services for the Medical Examiner, whose office is located at 70 South Danley Drive, Fort Myers, Florida.
- 1.2 The body removal services shall include the pickup of bodies at locations throughout Lee County, Hendry and Glades Counties and transport them to the Medical Examiner's facility.
- 1.3 The solicitation bid tabulation document contains a section for a hazardous fee. This fee shall be allowable for cases in which removal pose above average hazard to the transport staff, as determined on a case-by-case basis between the Vendor and the Medical Examiner's Office, including but not limited to:
 - 1.3.1 Body removal with an estimated weight of 300 pounds or above and shall thus require additional staff
 - 1.3.2 Body removal with an estimated weight of 200 pounds or above on a second floor or higher, with no access to an elevator and shall require additional staff
 - 1.3.3 Body removals through rough or non-standard terrain where removal may be difficult such as the beach, wooded areas, trails and boats.
- 1.4 The Vendor shall furnish all labor, supplies, vehicles, and equipment necessary for the performance of such body removal services in accordance with all the terms and conditions of this specification. Vendor will be called into court to testify as to the processing and removal of a body, as well as to confirm that proper procedures were followed, especially when transporting homicide or infant/child cases. Body removal supplies shall include all linens, gloves, first aid kits, fire extinguishers and any other necessary equipment.

(NOTE: BODY BAGS WILL BE PROVIDED BY MEDICAL EXAMINER'S OFFICE.)

2. VENDOR REQUIREMENTS

- 2.1 The Vendor shall be appropriately licensed, shall obtain all necessary permits, and shall pay all required fees to any governmental agency having jurisdiction over the service.
- 2.2 The Vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed.

3. EMERGENCY CONTACT

- 3.1 A representative of the Vendor shall be available by telephone 24 hours a day, 7 days a week for emergencies.

4. PERSONNEL

- 4.1 Employees shall be identified by a uniform and name tag and shall maintain appropriate personal hygiene and appearance. Staffing shall be sufficient to service demand.
- 4.2 In the event the Vendor shall employ any person who, by his or her acts, engages in a course of conduct detrimental to the best interest of the County or Medical Examiner's Office; or their actions tend to reflect

negatively on the rendering of services to the general public; the Vendor shall remove that employee from their services immediately.

5. GENERAL CONDITIONS

- 5.1 The Medical Examiner's designee shall decide any and all questions which may arise as to the quality and acceptability of materials used, work performed, the manner of performance, and the rate of progress of the work.
- 5.2 The Vendor shall be responsible for the supervision and direction of the work performed by his/her employees.
- 5.3 The Vendor shall be responsible for instructing his/her employees in all safety measures. All equipment used by the Vendor shall be in safe operating condition at all times and free from defects or wear which may in any way constitute a hazard to any person or persons.
- 5.4 The Vendor shall furnish and maintain all necessary vehicles and equipment. Vendor shall equip body removal conveyance vehicles with body transport identification tags for remains, gurneys, health supplies needed to meet universal precaution standards, and safety supplies needed to meet hazardous materials/condition events.
 - 5.4.1 As a requirement of this proposal, a complete list of the vehicles and equipment, including quantities, model numbers, and age, shall be submitted.
- 5.5 The Vendor and his or her employees shall comply with the Florida Clean Indoor Air Act Chapter 85-257, by observing any "No Smoking Restrictions".
- 5.6 At a minimum Vendor shall provide continuing education, on an annual basis, to staff of the body removal service on such topics as universal precaution standards, hazardous materials/conditions and such other topics as instructed by the Medical Examiner's Office and as deemed necessary by the body removal service to assure safe and high-quality services. It shall be the Vendor's responsibility to keep current all licenses, certifications etc. and these items may be requested at any time during this contract to see that the Vendor is in compliance with this requirement.
- 5.7 Vendor shall preserve death scenes during the body removal process, i.e. not disturbing the placement or location of anything on-scene other than the body.
- 5.8 Vendor shall cooperate with and take direction from, on scene and elsewhere, the Medical Examiner, Deputy Medical Examiners, Medical Examiner Forensic Investigators, law enforcement personnel and public safety officials in processing a body (e.g. placing the body in the proper body bag, proper use of brown paper bags on hands, labeling, numbering and sealing a tag on the body removal bag).
- 5.9 Vendor shall maintain complete records describing the handling, storage, shipment, or disposition of body and personal effects, including who on the body removal staff handled them at any point, and when they were handled including time and date.
- 5.10 Vendor shall complete any and all reporting forms and document required activities and observations as determined necessary by the Medical Examiner's Office.
- 5.11 Vendor shall comply with requests for legal testimony, court appearance or such other representation as requested by the Medical Examiner's Office.
- 5.12 The Vendor must maintain confidentiality of all scenes, including communications, and the identification of decedents transported to the Medical Examiner's Office. Vendor will not disclose, publish, produce or

otherwise reveal any confidential information, including medical records of a decedent, to any other party. A violation of confidentiality will result in immediate termination of the contract.

- 5.13 The Vendor must adhere to the security of the Medical Examiner's Office at all times. The Vendor will have restricted access to the Medical Examiner's Office building and will be provided swipe badges. The Vendor will be required to immediately notify the Medical Examiner's Office if any of their swipe badges become lost.
- 5.14 The Vendor shall maintain a Disaster Outline/Plan. The Vendor shall be capable of furnishing, upon request of the Medical Examiner's Office a copy of the Disaster Outline/Plan at any time.

6. SCHEDULING

- 6.1 Body removal shall be performed as needed on an on-call basis, 24 hours a day, and 365 days a year. All requests for body removal will come from the Medical Examiner's office. Calls / pages to the Vendor for body removal shall be answered within 5 minutes, at which time arrangements will be made regarding location and removal of the body.

7. DAMAGE TO PROPERTY

- 7.1 Responsibility for damage or theft of Medical Examiner's property directly caused by the Vendor during the body removal operations shall be assumed by the Vendor. A written report of scene and cause of damage must be submitted to the Medical Examiner's designee within 24 hours of occurrence.

8. EXAMINATION OF SITE, CONTRACT DOCUMENTS AND OTHER RELEVANT MATERIAL

- 8.1 It is suggested that Vendors visit the site and fully acquaint themselves with conditions as they exist and the operations to be carried out. Vendors shall make such investigations as they see fit so that they can fully understand the facilities, difficulties, and restrictions attending to the execution of the work.
- 8.2 The failure or omission of Vendors to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves with the existing conditions shall in no way relieve the Vendors from any obligation with respect to their proposal.
- 8.3 By submitting a proposal, the Vendor covenants and agrees that they have carefully examined the specifications and they have satisfied themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance. They further understand the intent and purpose thereof, their obligations there under, and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this specification, or because of any lack of information.

9. BACKGROUND CHECKS

- 9.1 The Vendor shall be required to perform background checks on all employees that will be working under this contract. Background checks on any new employees hired during the term of the contract must be performed immediately and provided to the Medical Examiner's Representative before the employee will be allowed to provide service to the Medical Examiner's Office.
- 9.2 Based on these background checks, the Medical Examiner reserves the right to ask the Vendor to remove an employee servicing this account.
- 9.3 If the Vendor does not comply at all times with the background check procedure, it may be grounds for termination of this contract.

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the services on an "as needed basis" for one (1) three-year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. INVOICING

- 2.1. All Vendors are requested to mail an original invoice, split by each county served, to:

Lee County Finance Department
Post Office Box 2238,
Fort Myers, FL 33902-2238
OR
Email to leecountyap@leeclerk.org

- 2.2. All monthly invoices must include the following information:

- Date the body was transported to the Medical Examiner's Office
- The decedent's name and transport cost
 - If there are any additional costs, such as a white sheet, a separate line item for each additional cost shall be listed.

- 2.3. All invoices shall be reviewed and approved by the Medical Examiner's Office, prior to submission for payment. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.

3. SERVICE RATE CHANGES

- 3.1. If the Vendor requests a price increase; it will be reviewed by the Medical Examiner's Office. All information necessary to review and analyze the request must be submitted to Lee County Procurement Management. Lee County shall have the right to grant the price increase, or re-solicit, at the Medical Examiner's sole discretion. Should prices decrease, the same procedure shall apply.

4. ASSIGNMENT OF SERVICES

- 4.1. Vendor shall not assign, transfer, or subcontract any portion of this agreement, on a temporary or permanent basis, without prior written approval by the Medical Examiner's Office.

5. INDEPENDENT CONTRACTOR

- 5.1. The parties intend to create an independent contractor relationship, not that of employer/employee; therefore, the Vendor is not considered an agent or employee of the Medical Examiner's Office for any purpose; and that the Vendor is not entitled to any benefits that the Medical Examiner's Office provides for its employees nor represent that Vendor is an employee of the Medical Examiner's Office. Only employees (no sub-contracted employees) of the Vendor will be permitted to transport bodies from scenes to the Medical Examiner's Office.

6. LOCAL PREFERENCE

- 5.1 The Lee County Local Vendor Preference shall be included as part of the evaluation process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

End of Special Conditions



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: March 16, 2023

Solicitation No.: RFP230066SML

Solicitation Name: Body Removal Services for Medical Examiner

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. OPEN DATE / BID DUE DATE EXTENSION NOTICE:

FROM: FRIDAY, MARCH 17, 2023 AT 2:30 PM

TO: FRIDAY, MARCH 24, 2023 AT 2:30 PM

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

2. REVISIONS:

As noted in the solicitation, on page 27, section 9.5:

“Due to higher security requirements, it is necessary to require a Level II Background and FCIC/NCIC (Florida Crime Information Center/~~National Crime Information Center~~) and fingerprint screening for the owner of the proposing firm, prior to award of contract.

~~This service~~ The Level II fingerprinting service may be completed at all Lee County Sheriff Locations.

The FCIC is completed by the FDLE (Florida Department of Law Enforcement) and can be accessed at their website: <https://www.fdle.state.fl.us/Criminal-History-Records/Florida-Checks>”

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Sara Long

Sara Long

Procurement Analyst
Direct Line: 239-533-8886
Lee County Procurement Management



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: March 22, 2023

Solicitation No.: RFP230066SML

Solicitation Name: Body Removal Services for Medical Examiner

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. OPEN DATE / BID DUE DATE EXTENSION NOTICE:

FROM: FRIDAY, MARCH 24, 2023 AT 2:30 PM

TO: TUESDAY, MARCH 28, 2023 AT 2:30 PM

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

2. REVISIONS: As noted in the solicitation, on page 27, section 9.5:

~~“Due to higher security requirements, it is necessary to require a Level II Background and FCIC/NCIC (Florida Crime Information Center/National Crime Information Center) and fingerprint screening for the owner of the proposing firm, prior to award of contract.~~

~~This service The Level II fingerprinting service may be completed at all Lee County Sheriff Locations.~~

The FCIC is completed by the FDLE (Florida Department of Law Enforcement) and can be accessed at their website: <https://www.fdle.state.fl.us/Criminal-History-Records/Florida-Checks>”

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Sara Long

Procurement Analyst
Direct Line: 239-533-8886
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

BODY REMOVAL SERVICES FOR THE MEDICAL EXAMINER

NOTE: All Costs are included in the Flat rates. No other costs are allowed for fuel, per mile costs or any other associated expenditures for this service.

Category A - Body Removal Services

Item	Description	Unit of Measure	Unit Price
A-1	Flat Rate per Body Removal from Any Location Within Lee County (Except Boca Grande)	each	\$ 300.00
A-2	Flat Rate per Body Removal from Boca Grande:	each	\$ 360.00
A-3	Flat Rate per Body Removal from Any Location within Hendry County:	each	\$ 460.00
A-4	Flat Rate per Body Removal from Any Location within Glades County:	each	\$ 460.00

Category B - White Sheet / Brown Paper Bag

Item	Description	Unit of Measure	Unit Price
B-1	Cost Per White Sheet	each	\$ 13.00
B-2	Cost Per Brown Paper Bag	pair	\$ 4.00
	<i>The Vendor shall be required for all suspected homicide cases to supply a white sheet and brown paper bags for hands. The County shall pay the Vendor for white sheets and brown paper bags at the following rates:</i>		

Category C - Hazardous Fee

Item	Description	Unit of Measure	Unit Price
C-1	Hazardous Fee	each	\$ 95.00
	<i>This fee shall be allowable for cases in which removal poses an above average hazard to the transport staff, as determined on a case by case basis between the awarded vendor and the Medical Examiner's Office, please see detailed specifications in solicitation documents.</i>		

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***



Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 5/10/23

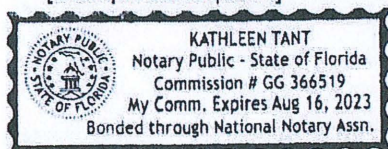
James Rupp
Signature

STATE OF FL
COUNTY OF LEE

PRESIDENT
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10 day of May, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: PER KNOWN
Type of Identification

[Stamp/seal required]



Kathleen Tant
Signature, Notary Public