



# PURCHASING DEPARTMENT

JACKSON COUNTY COURTHOUSE  
415 EAST 12TH STREET  
KANSAS CITY, MISSOURI 64106

816-881-3267  
Fax 816-881-3268

Invitation to Bid No. 9-08  
Issued: February 8, 2008  
Page: One of Sixteen

Jackson County Missouri is seeking bids for a Twenty Four Month Term and Supply Contract for the furnishing of Body Transfer Services for use by the Jackson County Medical Examiner's Office.

Enclose your bid in a sealed opaque envelope with this Bid Number written on the face of the envelope and deliver it to the **PURCHASING DEPARTMENT**, Room G-1, Ground Floor of the Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106, no later than **2:00 PM, CST on March 4, 2008**; OTHERWISE YOUR BID WILL BE **REJECTED**. There will be a Public Bid Opening at 2:05 PM, CST on March 4, 2008 in Conference Room A, Second Floor of the Jackson County Courthouse at the above address.

Disabled persons wishing to participate in the Bid Opening and who require a reasonable accommodation may the Jackson County Purchasing Department at 816-881-3453 or 1-800-735-2466 (Missouri Relay). A forty-eight (48) hour notice is required.

Point of Contact on this Invitation to Bid is: Barbara Casamento 816-881-3253. All questions must be emailed to the Buyer @ [bcasamento@jacksongov.org](mailto:bcasamento@jacksongov.org).

By submitting a bid, you offer to enter into the Proposed Contract on Page Two hereof, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder and to reject any or all offers; and (2) request additional information from bidders.

Your returned bid MUST consist of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) **Compliance**: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Page 4 hereof, must be fully completed and signed by you OR if you have a **current** (issued within 12 Months and Mandatory Semi-Annual Reports turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the REJECTION OF YOUR BID; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Receipt of Addendum, Page 7, completed and signed; (5) the Statement of Contractor's Qualifications, Pages 5 and 6, completed and signed; (6) the Respondent's Exceptions, Page 16, completed and signed; and (7) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to the Bidder's response to Items 1, 2, 4, 5, 6, and 7. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed NON-RESPONSIVE.

**PLEASE NOTE:** The successful Contractor will have to provide Insurance as outlined in Item 15 of the General Conditions on Page 10 and Exhibit A, Page 15 of this Invitation to Bid; Fidelity Bonds on each employee as detailed on Page 13, Item 7; and a criminal history check on each employee as detailed on Page 13, Item 8.

  
Q. Troy Thomas  
Director of Finance and Purchasing

Jackson County Missouri Invitation to Bid No. 9-08, Page 2 of 16 for a **TERM & SUPPLY CONTRACT** on for the furnishing of Body Transfer Services for use by the Jackson County Medical Examiner's Office

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

**This** Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 24 th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

**This** Contract consist of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

**The** laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

**In** regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

**The** County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

**The** County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

**The** parties may extend this Contract beyond its original term for a time, not to exceed 24 month extensions, from the last day of the original term provided that the County's consent to such an extension is evidenced in writing signed by the County's Purchasing Officer and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term.

**The** County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

**Contractor** warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

**If the County awarded you the proposed Contract, would you sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).**

(Check one) Yes  No  Initials . Minimum order, if applicable \$ .

**ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:**

CONTRACTOR'S NAME: \_\_\_\_\_ PHONE NO: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
NAME OF AUTHORIZED AGENT (print or type): \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_ TITLE: \_\_\_\_\_  
FEDERAL ID NO: \_\_\_\_\_ and/or SOCIAL SECURITY NO: \_\_\_\_\_

**SPECIFY: MINORITY OWNED (MBE): \_\_\_\_\_ WOMAN OWNED (WBE): \_\_\_\_\_ (Check If Applicable)**

\*\*\*\*\*  
JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: \_\_\_\_\_ DATE: \_\_\_\_\_

**AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ of the City of \_\_\_\_\_,  
County of \_\_\_\_\_ State of \_\_\_\_\_

being duly sworn on her or his oath, deposes and says;

1. That I am the \_\_\_\_\_ (Title of Affiant) of \_\_\_\_\_ (Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf; that I make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly in what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2007 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.

\_\_\_\_\_ (Name of Respondent)

By: \_\_\_\_\_ (Signature of Affiant)

\_\_\_\_\_ (Title of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the County of \_\_\_\_\_

(SEAL) State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

COMPLIANCE REPORT FORM

DIRECTIONS FOR COMPLETION: Please fill out this form completely. If a question refers to "past reports" and is the first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company (such as subcontractors) place "N/A" in the blank.

PLEASE BE SURE THIS REPORT IS SIGNED AND DATED BELOW

I COMPANY DESCRIPTION:

A. Name of Company \_\_\_\_\_

B. Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone # \_\_\_\_\_

II COMPANY STATISTICS:

A. Total Number of Employees \_\_\_\_\_

B. Total Number of Employees Who are: Women \_\_\_ Black \_\_\_ Hispanic \_\_\_ Oriental \_\_\_ American Indian \_\_\_  
YES NO

C. Has your company advertised for applicants since your last report? \_\_\_\_\_  
If so, attach a list of publications in which ads appeared, the dates of advertising and copies of such ads.

D. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of your program? \_\_\_\_\_  
If so, please attach a detailed report of such changes.

E. Has there been adjustments in your job prerequisites of your recruiting and intake procedures? \_\_\_\_\_  
If so, please attach a detailed report of such changes.

F. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer minority or female applicants? \_\_\_\_\_  
If so, please attach a narrative description of such efforts.

G. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining your compliance with your program? \_\_\_\_\_

List all MBE/WBE contractors/suppliers with whom you have contracted during this reporting period.

NAME OF MBE/WBE FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

PRODUCT, SERVICE, AREA OR SCOPE OF WORK: \_\_\_\_\_

Figures for Employment Analysis section of this report were obtained from:

- a. Available Employment records - Yes \_\_\_ No \_\_\_  
OR  
b. \_\_\_\_\_  
c. \_\_\_\_\_

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any misstatement of fact may subject this company to noncompliance procedures.

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

Name and Title (typed or printed): \_\_\_\_\_

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

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**  
(Complete in full, Use attachments if necessary)

Name of Bidder:	
Address with Zip Code:	
Federal Tax I.D. Number:	
Check One: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If <b>SOLE PROPRIETORSHIP</b> , state name, address and phone number of owner:	
<b>If CORPORATION:</b>	
Date of Incorporation:	Name of State(s) in which incorporated:
President's Name:	Vice-President's Name:
Secretary's Name:	Treasurer's Name:
<b>If PARTNERSHIP:</b>	
Is the Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Association.	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
<b>GENERAL INFORMATION:</b>	
Percent of work to be done under the proposed contract by your own staff:	
No. of Permanent Employees:	Geographical Limits of Operation:
No. of years in business:	
Have you ever done business under a different name: Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes, state where and why:	

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued**

Has Contractor ever been sued for breach of any contract? Yes _____ No _____		
If Yes, Explain:		
List Completed Contracts within the Past Three Years, Including Amount of Each:		
List of Current Contracts, Including Amount of Each:		
Customer Reference (state name, address, and phone number):		
List each subcontractor you plan to use if awarded the contract. If no, so state.		
<b>SUBCONTRACTOR'S NAME &amp; ADDRESS</b>	<b>ITEM OF WORK</b>	<b>MBE/WBE</b>
State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):		
DBE STATUS Indicate status claimed:		
1. Minority Owned Business (MBE) YES _____ NO _____ African American _____ Latino _____ Native American _____ Asian _____ Pacific Islander _____		
2. Woman Owned Business (WBE) YES _____ NO _____		
3. Small Business YES _____ NO _____		
For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.		
Prepared by (print or type):	Title:	
Signature:	Date:	

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned acknowledges receipt of Addenda through and including numbers \_\_\_\_\_ and this Bid is submitted in accordance with information, instructions and stipulations set forth therein.

Signature of Bidder:	Date:
Company Name:	Phone:
Company Address:	Fax:
City, State and Zip:	

STATEMENT OF NO BID

TO: Jackson County Purchasing Department  
Jackson County Courthouse, Room G-1  
415 E. 12th St.  
Kansas City, MO 64106

**NOTE: Please use the enclosed yellow return envelope when returning this page.**

We, the undersigned, have declined to submit a bid in response to Invitation to Bid No. 9-08 for the following reasons(s):

- \_\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or supplier.
- \_\_\_\_\_ Insufficient time to respond to the bid.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ We are unable to meet specifications.
- \_\_\_\_\_ We are unable to meet bond requirements.
- \_\_\_\_\_ Specifications are not clear (explain).
- \_\_\_\_\_ We are unable to meet insurance requirements.
- \_\_\_\_\_ Remove us from your list for this commodity or service.
- \_\_\_\_\_ Other (explain). \_\_\_\_\_

REMARKS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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



## GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Invitation to Bid unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Purchasing prior to the specified time of opening.
2. **Completeness:** All information required by the Invitation to Bid must be supplied to constitute a proper bid. Respondents shall not alter the Invitation to Bid documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Invitation in the form requested. The County reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this Invitation to Bid. Bids must be submitted in "hard copy" format. Bids submitted electronically, on computer diskette, or by FAX will not be considered by the County.
3. **Bids Binding For 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the bid opening date, unless the Respondent(s), upon request of the Director of Purchasing, agrees to an extension.
4. **Conditional Bids:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the requirements, conditions, specifications, or other provisions of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and are determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the requirements, conditions, specifications and provisions of the Invitation to Bid shall prevail.
5. **Questions Regarding General Conditions, Special Terms and Conditions, and Specifications or any other provision of this Invitation to Bid:** Any information relative to interpretation of General Conditions, Special Terms and Conditions, and Specifications or any other provisions shall be requested of the Purchasing Supervisor, in writing, in ample time before the opening of responses. No inquiries, if received in the Office of the Purchasing Department within seven (7) business days of the date set for the opening of Invitation to Bid, will be given any consideration. Any interpretation made to prospective Respondents will be expressed in the form of an addendum to the Invitation to Bid which, if issued, will be sent no later than two (2) business days before the date set for opening of responses. Addendums to this Invitation to Bid will be posted on the County's website @ [www.jacksongov.org](http://www.jacksongov.org). Oral answers will not be binding on the County. Each Respondent shall ascertain prior to submitting his response that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein.
6. **Multiple Bids:** No Respondent will be allowed to offer more than one bid on each item requested even though he may feel that he has two or more types or styles that will meet specifications. IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE BID ON ANY ITEM REQUESTED ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.
7. The County reserves the right to split the award of the bid, to reject all or part of bids, to waive technical defects in bids, consider administrative costs and to select the bid(s) deemed most advantageous to the County. The County shall consider bids submitted on an "All or Nothing" basis only if the bid is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.
8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

## GENERAL CONDITIONS, CONTINUED

9. **Communications and Notices:** Any written notice to the Contractor shall be deemed sufficient when deposited in the United State Mail postage prepaid; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract, or at such address as the contractor may have requested in writing.

10. **Bankruptcy or Insolvency:** Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract, or, cancel the contract and hold the Contractor responsible for damages.

11. **Patents:** Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. By virtue of statutory authority, the Director of Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

13. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. **Tax Clearance Required:** No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Purchasing shall cause a search to be made of the County tax rolls, to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. **Insurance and Indemnification:** The Respondent shall indemnify and hold harmless Jackson County and any of its agencies, officials, officers or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Respondent, its employees, agents or subcontractors, or caused by others for whom Respondent is liable, regardless of whether or not caused in part by any act or omission of Jackson County, its agencies, officials, officers or employees. Respondent's obligations under this section with respect to indemnification for acts or omissions of Jackson County, its agencies, officials, officers or employees shall be limited to the coverage and limits of insurance that Respondent is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Respondent as described in Exhibit A of this Invitation to Bid. Respondent shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

16. Prices quoted shall be firm and final. All prices quoted are net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in the evaluation of bids.

17. All prices are to be F.O.B. designated delivery point. All shipping, packing and drayage charges are the responsibility of the bidder. C.O.D. shipments will not be accepted.

## GENERAL CONDITIONS, CONTINUED

18. The County is not responsible for articles or services furnished without a Purchase Order.
19. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.
20. **Equal Opportunity:** The Contractor shall maintain policies of employment as follows:
  - a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination and affirmative action programs.
  - b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex, disability or national origin.
21. **Foreign Corporations:** Firms submitting bids as corporations which are not incorporated in the State of Missouri must include with their bid a copy of a properly executed **Certificate of Authority of a Foreign Corporation** authorizing their firm to do business in the State of Missouri.
22. **Errors in Bids:** Respondent shall be bound by its bid even though the bid is based on an erroneous calculation, and respondent shall have no right to withdraw its bid after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in quoting prices, or in preparation of a bid, will not relieve the respondent in case of errors. Erasures or changes in bids must be initialed.
23. **Omissions in Bids:** Omission in the bid of any provision herein prescribed shall not be construed as to relieve the Contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing (Exhibit F) and not be omission.
24. No lowest/highest respondent shall receive a business expectancy merely because his proposal is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.
25. **Conflict of Interest:** Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.
26. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinances and Codes including but not limited to the Americans With Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

## GENERAL CONDITIONS, CONTINUED

27. Bidder certifies that all goods to be supplied to the County as a result of contracts awarded under this Invitation to Bid were produced in compliance with all applicable requirements of sections 6,7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

28. Fund Allocation: Continuance of any resulting agreement, contract or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

## SPECIFICATIONS

Jackson County, Missouri is seeking bids for a Twenty Four (24) Month Contract for the furnishing of Body Transfer Services for use by the Jackson County Medical Examiner's Office.

Medical Examiner's Office is located at 660 East 24<sup>th</sup> Street, Kansas City, Missouri 64108.

The Medical Examiner's Office will assume 100% of the cost for the transfer of bodies to the Medical Examiner's Office; the Medical Examiner's Investigators will respond to the death scene and order the transfer of the body to the Medical Examiner's Office. The Successful Contractor is strictly prohibited from billing the family or estate of the deceased for this service.

The Medical Examiner **estimates** that approximately 1375 bodies (Jackson County: 1000; Platte County: 75; Clay County: 200; Cass County: 100 ) annually will require transport during this Contract.

Subcontracting is not allowed on this Contract.

01. Successful Contractor will pick up decedents within the boundaries of Jackson, Platte, Clay and Cass Counties, Missouri as directed or requested by either the Jackson County Medical Examiner or her duly authorized representative.
02. Successful Contractor will provide all services on a seven (7) day per week, twenty-four (24) hours per day continuous basis throughout the duration of this Contract. **Two (2) personnel** must respond to all scenes. Successful Contractor shall answer and respond to all calls to the telephone number provided to the County at any time day or night through the duration of this Contract.
03. Successful Contractor will arrive on the scene within 45 minutes of being notified.
04. Successful Contractor warrants that it will perform all services required under this Contract in such a manner as to protect and preserve the body and to deliver it to the Medical Examiner's Office in as nearly the same condition as it was in when delivered to the custody of the Contractor. The Contractor will handle the decedent's remains with due respect and dignity. The Contractor will also respect the concerns of family members. However, the Contractor will refer any questions to the Medical Examiner's Office and cannot recommend any funeral home services.
05. Successful Contractor warrants that it will perform all services required under this Contract in such a manner as to protect and preserve the personal property on or about the body. Contractor will deliver each decedent, face up, with all jewelry, clothing and other personal effects as are present when the body is delivered to the Contractor's custody. Upon delivery of the decedent to the Jackson County Medical Examiner's Office, the Contractor will provide on each decedent, a receipt that contains the decedent's information. The investigator will sign the receipt for the decedent and check the integrity of the bag and security seal.

### SPECIFICATIONS, CONTINUED

06. Successful Contractor shall, at its own expense, provide all necessary body bags and any other containers necessary to perform this Contract. Decedents will be placed in a white body bag or black disaster pouch at the sole discretion of the Medical Examiner's staff. All body bags will be sealed with a security lock which will be placed on the body bag by the investigator or designee. All body bags must be new; reuse of a body bag is strictly prohibited. Contractor's requesting substitution of a different body bag must be prepared to supply samples to the Medical Examiner's Office for evaluation and approval. Until such a time as a substitution is approved by the Medical Examiner, Contractor must continue to supply body bag specified herein. If the requested substitute is not approved by the Medical Examiner's Office, Contractor must supply body bag specified herein. The body bag specifications used will be the following: white body bags, 36" x 96", 12 mil thick, fiber re-enforced, envelope style, chlorine free. The black disaster pouches will be 36" x 90", 20 mil thick, and envelope style with 10 straps.

At the County's sole discretion, the County will return Contractor's supplied body bags or other containers used in the performance of this Contract **which have been delivered to the Medical Examiner's Office**; or will replace them with those of a like kind; or will pay the Contractor the fair value of those which are not returned or replaced by the Medical Examiner's Office. Contractor will be responsible for requiring the family selected Funeral Home to return or replace the body bags or other containers delivered by the Contractor to the Funeral Home. **The County will not be responsible for these body bags or other containers.**

07. Successful Contractor must provide for each of its individual employees performing work or services under this Contract for or on behalf of the Contractor, the Contractor will secure and maintain throughout the duration of this Contract a Fidelity Bond in the amount of five thousand dollars (\$5,000.00). Prior to award of this Contract, Contractor will have to provide proof of Fidelity Bonds on each employee.
08. Successful Contractor will provide a criminal history check to the Medical Examiner, of all employees that will be working for the Contractor on this Contract, prior to the award of the Contract. After the Contract has been awarded, any new hires or replacements will be required to have a criminal history check, at the Contractor's expense, prior to working on any medical examiner calls. The Medical Examiner's Office reserves the right to reject any of Contractor's employees that do not pass the criminal history check.
09. The Medical Examiner's Office will be the sole judge of quality of performance on this Contract; the failure of Contractor to perform any duties specified herein shall be considered a breach of Contract.
10. Successful Contractor shall have sufficient transportation equipment and personnel to promptly handle all calls for service when more than one request is made at the same time. All carts and stretchers used to remove the decedent will be sturdy and in good repair and free of sharp edges. The vehicles, carts and stretchers used to remove the decedent will be kept clean, disinfected and presentable to the public.
11. All body transport vehicles will be mechanically sound, secure, dignified and afford the decedent privacy from public viewing. The transport vehicles will be regularly scheduled for maintenance and the maintenance will be documented. The vehicles are to be kept in good repair.
12. The Contractor will follow body handling procedures set by the Jackson County Medical Examiners Office which include precautions against biohazards associated with the handling of bodies.
13. Successful Contractor will submit invoices with the following information: (1) name of the deceased; (2) date and time request for services received; (3) location/address of the pickup; (4) date and time Contractor arrived at the pickup point; (5) date and time Contractor completed delivery of the body; and (6) the name of the person receiving the body. The Medical Examiner's Office will be responsible for verifying the invoices and authorizing payment of the invoices.

**QUOTATIONS**

No.	Description	Amount
01	Body Pickup within Jackson County, MO	\$
02	Body Pickup within Platte County, MO	\$
03	Body Pickup within Clay County, MO	\$
04	Body Pickup within Cass County, MO	\$
05	Number of Body Transport Vehicles Owned/Leased	
06	Number of Full Time Transport Staff Employed	

SIGNATURE:	DATE:
NAME: (Print or Type)	PHONE:
TITLE: (Print or Type)	FAX:
COMPANY NAME:	

**EXHIBIT A**

**INSURANCE**

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on a "occurrence" basis unless an agreement, in writing, is made with Jackson County.

**1. COMMERCIAL GENERAL LIABILITY**

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

**2. COMMERCIAL AUTOMOBILE LIABILITY**

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

**3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

**4. EXCESS/UMBRELLA LIABILITY COVERAGE**

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

**5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE**

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverages mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverages.

**6. QUALIFICATIONS INSURANCE CARRIERS**

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

**7. FAILURE TO MAINTAIN INSURANCE COVERAGE**

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

RESPONDENT'S EXCEPTIONS  
TO  
GENERAL CONDITIONS, SPECIFICATIONS, REQUIREMENTS AND PROVISIONS  
OF JACKSON COUNTY, MO INVITATION TO BID NO. 9-08

Respondent's attention is directed to Paragraph 4 of the General Conditions on Page 9 of this Invitation to Bid.  
**READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the General Conditions, Specifications, requirements, and provisions of Invitation to Bid No. 9-08 are requested by the undersigned Respondent: (Use additional pages as necessary)

Reference Paragraph # and Page #	Exception Requested

Name of Firm: \_\_\_\_\_

Signature of Respondent: \_\_\_\_\_