



JEFFERSON COUNTY PURCHASING DIVISION
Deb Clark, Interim County Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

October 6, 2008

Notice is hereby given that the sealed bids will be accepted by Jefferson County Purchasing Division for IFB 09-001/JN, Morgue Transport Service for Jefferson County. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Commissioners' Courtroom, Jefferson County Courthouse, 1149 Pearl Street, Beaumont Texas, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	Morgue Transport Service
BID NO:	09-001/JN
DUE DATE/TIME:	11:00 a.m., October 27, 2008
MAIL OR DELIVER TO:	Jefferson County Purchasing Division
	1149 Pearl Street, 1st Floor
	Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Joe Newkirk at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Respondents are strongly encouraged to carefully read the entire invitation.

Deb Clark
Interim County Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise-October 8 & 15
Port Arthur News-October 8 & 15

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BID SUBMITTAL CHECKLIST

Items checked below represent components comprising this bid package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Bidder's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 4 1. **Cover Sheet –**
- 4 2. **Table of Contents**
This page is the Table of Contents
- 4 3. **Offer and Acceptance Form**
This page is the Table of Contents
- 4 4. **General Requirements**
You should be familiar with all of the General Requirements.
- 4 5. **Special Requirements/Instructions**
Provides information you must know in order to make an offer properly.
- 4 6. **Specifications**
Contains the detailed description of the product/service sought by the County.
- 4 7. **Pricing/Delivery Information**
Used to solicit exact pricing of goods/services and delivery costs.
- 8. **Attachments**
 - a. **Bid Guaranty & Performance Bond Information & Requirements**
Applies only to certain bids/proposals. Read carefully and fill out completely.
 - b. **Bid Check Return Authorization Form**
Applies only to certain forms. Read carefully and fill out completely.
 - c. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - d. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - 4 e. **Workers' Compensation Insurance Coverage Rule 110.110**
Applicable for a building or construction contract.
 - f. **Financial Statement**
When this information is required, you must use this form.
 - 4 g. **Reference Sheet**
 - h. **Other**
From time to time other attachments may be included.

INSTRUCTIONS TO BIDDERS

1. Bid Submission

- A. Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701
- B. Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- C. All bids shall be tightly sealed in an opaque envelope and plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.
- D. Late bids will not be accepted and will be returned to the bidder.
- E. All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Preparation of Bids

- A. The bid shall be legibly printed in ink or typed.
- B. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.
- C. The bid shall be legally signed and shall include the complete address of the bidder.
- D. Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

3. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

4. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to

be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

6. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

7. Bid Results

Bid results are not provided in response to telephone inquiries. A tabulation of bids received is forwarded to all bidders after evaluation and award. The tabulation will be posted on the Purchasing web page as soon as possible. This tabulation is also on file and available for review, after contract award, in the Purchasing Division.

8. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

9. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

10. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.

11. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

12. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

13. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

14. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

15. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

16. Definitions

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____	For clarification of this offer, contact:			
Company Name	_____			
_____	Name			
Address	_____			
_____	Phone			
City	State	Zip	_____	Fax
_____	_____	_____	_____	_____
Signature of Person Authorized to Sign	E-mail			
_____	_____			
Printed Name	_____			
_____	_____			
Title	_____			

ACCEPTANCE OF OFFER:

The Offer is hereby accepted for the following items: Morgue Transport for Jefferson County.
Contract Term: December 1, 2008 to November 30, 2009.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 09-001/JN. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Ronald L. Walker
County Judge

Date

Carolyn Guidry
County Clerk

GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. BIDDING

A. Bids

All bids must be submitted on the bid form furnished in this package.

B. Authorized Signatures

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

C. Late Bids

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive.

D. Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

E. Withdrawal of Bids After Bid Opening

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

F. Bid Amounts

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

G. Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence

of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. **As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.**

H. Alternates

The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

I. Descriptions

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

J. Bid Alterations

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

K. Tax Exempt Status

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

L. Quantities

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

M. Bid Award

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

N. Silence of Specifications for Complete Units

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

O. Addenda

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

P. General Bid Bond/Surety Requirements

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

Q. General Insurance Requirements

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

R. Responsiveness

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

S. Responsible Standing of Bidder

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

T. Proprietary Data

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

U. Public Bid Opening

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE

A. Design, Strength, and Quality

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. Age and Manufacture

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. Delivery Location

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

D. Delivery Schedule

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

E. Delivery Charges

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

F. Installation Charges

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

G. Operating Instructions and Training

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

H. Storage

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

I. Compliance with Federal, State, County, and Local Laws

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise

control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

J. Patents and Copyrights

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

K. Samples, Demonstrations and Testing

At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

L. Acceptability

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

3. PURCHASE ORDERS AND PAYMENT

A. Purchase Orders

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

B. Invoices

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

C. Funding

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT

A. Contract Definition

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

B. Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue for up to a three (3) year period.

C. Change Order

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

D. Price Redetermination

A price redetermination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price redetermination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the County.

E. Termination for Default

Jefferson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Jefferson County reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting party.

F. Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

G. Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

H. Interest by Public Officials

No public official shall have interest in this contract, in accordance with Texas local government code.

I. Warranty

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

J. Uniform Commercial Code

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

K. Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

L. Sale, Assignment, or Transfer of Contract

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

M. Silence of Specifications

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, clearly indicating on the outside the Job Number, Job Description, and marked "SEALED BID". Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

3. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

4. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

5. Minimum Insurance Requirements

- A. The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
- B. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

- C. Upon request, certified copies of original insurance policies shall be furnished to Jefferson County.
- D. The County reserves the right to require additional insurance should it deem necessary.
- E. Workers' Compensation (with Waiver of subrogation to Jefferson County) Employer's Liability, including all states, and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. Jefferson County shall be named as "additional insured" on workers' compensation policy.

- F. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$300,000 each occurrence Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. Jefferson County shall be named as "additional insured" on commercial general liability policy.

- G. Automobile Liability Coverage: \$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Jefferson County shall be named as "additional insured" on automobile policy.

MINIMUM SPECIFICATIONS

The following requirements and specifications supercede General Requirements where applicable. Any questions or comments should be faxed to the Purchasing Department at 409-835-8456. Please reference bid number 09-001/JN.

Scope

Vendor shall provide Morgue Transport Services for Jefferson County on an as-needed basis twenty-four (24) hours a day, 365 days a year in accordance with the requirements stated herein. Bidder is requested to submit prices for Item 1, which is for one (1) vehicle, and for Item 2, for two (2) vehicles. The County reserves the right to select Item 1 or Item 2, whichever is most beneficial to the County. Services shall commence on or about date of award.

Renewal Option

Jefferson County may consider renewal options for an additional period of four (4) years, one (1) year at a time, based on the same terms, conditions and pricing as the original contract. Renewal is subject to approval by Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid.

Jefferson County reserves the option to re-bid at any time as in its best interest and is not automatically bound to renewal of contract.

Insurance

All bidders must submit **with this bid** a certificate of insurance, signed by their insurance agent, showing that coverage as stipulated in Attachment A and Workers' Compensation Coverage 110.110 is current. Coverage must be sustained for the duration of this agreement including renewal years and the successful bidder will be required to submit proof of continuing coverage by sending renewal certificates to the Jefferson County Purchasing Department, 1149 Pearl Street, Beaumont, Texas 77701, Attn: Naomi Lawrence-Lee.

Special Requirements

Contractor shall pick up decedent human remains from any location in Jefferson County and deliver same, F.O.B. inside, to the Southeast Texas Forensic Center, Inc. (hereinafter called "the Center"), 5030 Hwy. 69 South, Suite 700, Beaumont, Texas, in accordance with the manner described in this package.

General Description

A Jefferson County Justice of the Peace will contact the contractor with a location, information, and instructions to pick up human remains and transport those remains to the Center. Corpses may have expired by natural or unnatural causes. Every effort must be made to provide services in an environmentally safe manner with respect and dignity for the deceased and to satisfy such standards, legal requirements, regulations or other provisions stipulated by the Justice of the Peace and/or other legitimate governmental jurisdictions while performing under this contract. This service must be available twenty-four (24) hours a day, 365 days a year.

Evaluation

This agreement will be awarded on the basis of the lowest and best bid. Lowest bids shall be construed as that which meets the needs of the end user, has demonstrated compliance with the requirements and specifications and is best able to perform the tasks in accordance with the standards contained herein.

Confidentiality

All cases are confidential in nature and the contractor must abide by strict rules with regard to protection of that confidentiality. Such rules include, but are not necessarily limited to, the following. Contractor, contractor's employees, stockholders, officers, partners or any member of the immediate families, **may not**:

- ❑ Provide any comment, speculation, opinion or information, directly or indirectly, solicited or unsolicited, with any person at, or away from, the scene where remains are picked up;
- ❑ Use any part of the information concerning or surrounding a death scene, or the decedents, to further business prospects of, or benefit of, any business entity or institution or collude in any way with any other business, media representative or attorney;
- ❑ Use cameras or any other type of recording device to capture imaging of the deceased or evidentiary material at a death scene or anywhere else;
- ❑ Permit any passengers or observers other than contract service personnel in contract vehicles at any time;
- ❑ Intentionally or unintentionally disrupt, tamper with, obscure, or defile evidentiary material at any time; preservation of evidence shall be prioritized;
- ❑ Make any statement, written or spoken, on behalf of the Jefferson County Justice of the Peace or the Center, nor offer opinions or discuss observations with family members, news media or general public, nor discuss the cause or manner of death at any time;
- ❑ Convey, in any manner or means, information concerning cases which may lead to knowledge of the name or address of the decedent, next of kin or relative, including, but not necessarily limited to, other transport companies, funeral homes, media representatives, attorneys or their agents, other employees or other agents of the contractor; or
- ❑ "Steer or lead" any next of kin or designee authorized to handle burial arrangements to any funeral homes or body transfer services, attorneys, florists or their agents.

For any unauthorized release of information, in violation of the above, the Contractor, and/or Contractor's employees shall be subject to immediate dismissal and termination of this contract at the option of Jefferson County Commissioners' Court. Jefferson County also reserves the right to require dismissal of an employee from service to the County in the event said person is shown to have a criminal and/or unacceptable (to the Jefferson County Commissioners' Court) driving record or has dealt in irregularities concerning any licensing, regulatory agency, history of operation and/or management of a prior business such that the activity was contrary to the public interest.

Contractor Requirements

All bidder shall meet all the following requirements by the date this bid is submitted, which will be subject to verification by the County immediately and/or at will.

Company Requirements

Contractor must:

- ❑ Be a bonded, insured, commercial enterprise with a fixed-site;
- ❑ Have and maintain, adequately trained personnel needed to perform under this contract;
- ❑ Have and maintain two (2) service vehicles available for service at all times;
- ❑ Provide personnel who are courteous, neat in appearance and professional in demeanor at all times and all locations when services are being performed by them;
- ❑ Hold Jefferson County and/or their representatives harmless, by statement, implication or assumption, with respect to any accident, damages or loss of equipment and/or regarding injuries or death of any personnel of the Contractor;
- ❑ Adhere to OSHA regulations regarding potential exposure to blood and body fluids; and
- ❑ Maintain telephone service, manned and operated by the Contractor to answer calls twenty-four (24) hours a day, 365 days a year.

Personnel Requirements

Contractor shall appoint, employ, or act as, a full-time general manager, who will be responsible for the competent performance and fulfillment of Contractor's obligation under this contract. The person who has the primary responsibility for this performance must be available to the Jefferson County Justices of the Peace to render services twenty-four (24) hours a day. This name must appear as the primary contact person in the returned bid. Other personnel requirements are as follows:

- ❑ At least two persons must participate in response calls by the Jefferson County Justice of the Peace with knowledge of Jefferson County's geographic layout. Each must be able to understand and communicate in written and spoken English. Drivers making transports for Jefferson County under this contract must be licensed Class C motor vehicle operators in the State of Texas and be covered under a policy of liability insurance as required by the State.
- ❑ All Contractor personnel are expected to conduct themselves in a professional manner whether with law enforcement or emergency personnel or the general public, regardless of where their activity is taking place.
- ❑ All Contractor personnel are expected to be neat and clean and to wear neat, clean, professional business attire, while on duty for Jefferson County.
- ❑ Personnel of the successful bidder may not speak for Jefferson County, nor may they offer opinions, or discuss observations with members of the deceased's family, the news media, or general public.
- ❑ All personnel are strictly prohibited from carrying any type of firearms or weapons, either on their person or in any of the transport vehicles.
- ❑ Personnel of the successful bidder shall, while on assignment for Jefferson County, act solely under the direction of the Jefferson County Justices of the Peace.
- ❑ No unauthorized passengers shall ride in vehicles on assignment for Jefferson County.

Vehicle Requirements

Contractor must have available at least two (2) vehicles, appropriately licensed, inspected, emissions tested (if applicable), cleaned, properly equipped, maintained and supplied at all times. Vehicle must be arranged internally to accommodate the transport of decedents. Vehicle shall be capable of securing stretchers to the body of the vehicle.

The use of any audible or visual emergency equipment on any vehicle, stationary or mobile, is prohibited. No types of advertising or other commercial identifications, either interior or exterior, may be affixed to the vehicle and no other types of advertising, such as pamphlets, business cards, letters, papers of any kind may be carried in or on the vehicle.

It may be necessary from time to time for items of evidence to be transported with the body. It is required that the items be handled so as not to contaminate them and that, once released to the Contractor by the Justice of the Peace, they be loaded as instructed by the Justice of the Peace.

After any body pick-up, successful bidder must proceed immediately to the directed destination, unless specifically authorized by a Jefferson County Justice of the Peace to make an additional pick-up.

Each vehicle must be supplied with the following County issued items in sufficient quantities to make multiple calls:

- At least two body bags, heavy weight, black, envelope opening type;
- At least two body bags, new, unused, light weight, white, envelope opening type;
- At least one box of disposable gloves;
- A minimum of two, clean, sheets, white, cloth;
- A minimum of two sets of disposable, protective clothing for attendants; and
- Morgue Doctor approved body identification tags, waterproof, showing decedent name (if available), race, sex, age, date, time, pickup address.

Jefferson County reserves the right to inspect the proposed vehicle and equipment to be used in any transport for Jefferson County. Determination for acceptance shall be based on their suitability for this application. The vehicle and equipment must be approved by the Center Director before bid will be awarded.

Jefferson County will expect to have control over the transport vehicle and its attendant from the time of notification of assignment until attendant and vehicle are released by the Justice of the Peace and/or Center Director.

Wastes generated by the contracting service will not be left at the death scene, but collected by the service and removed to an appropriate disposal site. Contractor may discuss disposal of some waste at the Center. Waste items must not be transported so as to be in contact with the corpse.

Records

This section concerns the types and kinds of records involved in this activity, including decedent records (body, property, medical, identification), logs (dispatch, transport, vehicle) and financial accounting. Any forms or reports required by the Center will be completed by the successful bidder's personnel as directed by the Center Director.

Decedent Records

Decedent records concern pertinent information about the deceased. Following is a description of the types and use of those items.

- Identification Tags, with specific, hand-printed data about the deceased, are signed by the Contractor's employee and are attached to the decedent's toe or index finger.

Transport Records

Transport Records must be kept by the Contractor and contain, at minimum, the information indicated below as well as any additional data which may be required by Federal, State or Local authorities.

- A Vehicle Service Log must be maintained with the following information:
 - Time notified (date and time service call was received);
 - Name of official authorizing pickup;
 - Destination;
 - Names of driver and/or attendant;
 - Time of arrival at death scene;
 - Name of decedent;
 - Nature of death;
 - Medical legal case number assigned;
 - Time departed from death scene;
 - Time transport was made and completed to the Center;
 - Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature.
 - Odometer reading from death scene to the Center.
- A Vehicle Dispatch Log must be maintained with the following information:
 - Log number;
 - Date and time call received from the Justice of the Peace;
 - Name of official authorizing pickup;
 - Death scene address;
 - Time vehicle is dispatched;
 - Time of arrival at death scene;
 - Time of departure from death scene
 - Time transport was made and completed to the Center;
 - Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature.
 - Medical legal case number assigned.

Legible copies of both the Vehicle Service Log and Vehicle Dispatch Log, signed by appropriate personnel, shall be matched by the same time period covered in each log and submitted with the invoice each month. **The County will not pay from a monthly statement alone.**

In addition, copies of these logs shall be furnished to the Center representative no later than the fourth day of the month immediately following log activities.

Both the logs **must** show each and every call number and medical legal case number along with all the other requested information. Failure to supply all information requested will be cause to withhold and/or deduct payments for lack of verification of service.

Invoice

Morgue Transport billings shall be submitted for services to the Jefferson County Auditor's Office on a monthly basis.

It is important and necessary that invoices contain the following information:

- Medical legal case number;
- Name of Justice of the Peace ordering the call;
- Date of transport;
- Name of decedent;
- Location of death scene;
- Explanation if round trip took in excess of 60 minutes from time of dispatch; and
- Copies of signed Vehicle Service Logs and Vehicle Dispatch Logs.

Accounts

Contractor is expected to have and maintain all normal books of accounts and records normally associated with business operations. These records and accounts, along with all other items already mentioned, shall be available for examination, audit, review and copy, without limitation as to number of frequency, by the County Auditor's Office or the Center, for at least five (5) years following the last year of this agreement including each renewal year.

The audit, review, etc., of all Contractor's Records/Accounts extends to the records of affiliated companies, partners, individuals, etc., whose business transactions affect the financial status of the Contractor. In the event the County Auditor's Office or the Center needs reasonable embellishments to Contractor's records and/or accounts for the purpose of facilitating this agreement, the Contractor shall implement those embellishments within a thirty (30) day period or provide legitimate reasons as to why those changes may not be made. If the outcome cannot be mutually agreed to, the County may consider such options as may be necessary to obtain services elsewhere including termination of this agreement.

There should be justification for audits outside the routine or scheduled ones. Should any questions develop regarding abusive procedures or conflicts, an independent auditor shall assess the situation and forward the report or outcome to all parties involved. This cost will be incurred by the County.

Response Time

Contractor response time, from the moment of dispatch to arrival at the death scene, will be the **major** component, though not the only one, in determination, by the Justice of the Peace, of adequate performance by the Contractor. That will determine whether or not the agreement is kept or canceled or renewed for additional terms. It is, therefore, imperative that the Contractor be thoroughly cognizant of requirements surrounding response time and that response time is strictly adhered to as described in this specification.

Contractor must arrive at the designated location within sixty (60) minutes of the time the Justice of the Peace orders the service, via any relevant communication device, at any time, twenty-four (24) hours a day. Contractor shall dispatch a service vehicle immediately and said vehicle must be en route within fifteen (15) minutes of notification from the Justice of the Peace. Under regular traffic and weather conditions, it is expected that the Contractor will **arrive** at the death scene in forty-five (45) minutes or less, not to exceed sixty (60) minutes total from point to point.

It is the Contractor's responsibility to notify a Justice of the Peace, other medical personnel at a death scene, and/or the lead law enforcement officer upon arrival; the individual notified will record the Contractor's time of arrival. If a dispute develops regarding the calculation of the response time, time recorded by the aforementioned person(s) will be the determining factor.

Procedural Synopsis

For purposes of establishing both an outline and a guide for prospective service providers, the following process is to be used by the Contractor. It must be understood at the outset, that the County Commissioners' Court will recognize, i.e., pay for, **ONLY those services provided at the request of the Justice of the Peace**. If the Contractor answers a dispatch call from **any** law enforcement agency, emergency medical and/or hospital, the County will not accept charges for the transport, even if the body is ultimately delivered by the Contractor to the Center **unless so ordered by the Justice of the Peace**.

- ❑ The Justice of the Peace will contact the Contractor, by any appropriate means, to request service, and will note to whom the request was given, along with the date and time. If there are any special requirements, handling instructions and/or directions associated with the request, that information shall be supplied with the call. An estimated time of arrival at the death scene by the Contractor may be requested.
- ❑ The Contractor shall dispatch an appropriately fitted and manned vehicle to the address supplied along with any special instructions, as applicable.
- ❑ Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature. Contractor may **not** enter on/into a death scene until clearance is received from the Justice of the Peace and/or law enforcement personnel.
- ❑ Contractor personnel must wear disposable gloves, and may also be required to wear protective outer garments.
- ❑ Extreme caution must be exercised by Contractor to avoid disturbing any evidence on the scene. At the scene, each body will be appropriately tagged with the following printed information: decedent name (if known), race, sex, age, address of pickup location, date and time picked up, and Contractor's signature. A medical legal case number will be assigned upon arrival at the Center.
- ❑ It is preferred that Contractor remains on site only as long as may be necessary to handle their business.
- ❑ Once a body, etc., has been tagged, documented and released, Contractor shall load the decedent and proceed to the Center unless legitimately advised to proceed to some other location.
- ❑ Any damage or injury to the body and/or evidence and/or the personal effects items, resulting from some aspect of the transportation process, must be reported to the Center as soon as possible.
- ❑ A Center representative shall approve, and be present for, undressing of the body and subsequent search for personal effects.

Multiple Transports

Rules surrounding the concept of multiple transports will be strictly followed. Contractor should assume that no more than one body may be transported in the same vehicle at the same time. This is intended to cover both the pickup of multiple bodies at a single location **or** the sequential

pickup of single bodies from more than one location. In addition, Contractor may **not** transport any Justice of the Peace case within the same vehicle as a non-Justice of the Peace case at the same time.

If a Justice of the Peace is satisfied that extenuating circumstances require the transport of multiple bodies in a single vehicle on a single trip, they must specifically approve that action for the Contractor and the Contractor must note this approval, by name, in both the Transport and Vehicle Logs.

Payment

Contractor will be paid on a single rate/per body basis only, including the unlikely event of multiple corpse transport in a single trip. Based on the single rate, the following rules shall apply:

Contractor will be paid at the base rate for:

- ❑ **All transports from the Center;**
- ❑ **Any call where a transport trip is in process, but aborted by the Center.**

Penalty

A penalty will be assessed by the Justice of the Peace for any transport determined to be beyond the accepted response time of sixty (60) minutes with no re-notification of delay to the Justice of the Peace with an estimated time of arrival. The application of the penalty shall result in deduction of the base rate cost.

Transport Charge

The County will allow for transport service to stay on site, under order of the Justice of the Peace, for one and a half (1½) hours. If the transport service is required by the Justice of the Peace to stay at the scene for longer than one and a half (1½) hours, transport charges will be pro rated.

QUESTIONNAIRE

1. What is the name and street address of your company?

2. If transportation of decedents is not your primary business, identify what is.

3. How long has your company been in the business of transporting decedents?

4. What is the total number of employees in your company?

5. What is the total number of service vehicles your service has?

6. Do any of the vehicles have business or commercial markings of any kind?

7. Identify types of vehicles used to support this service, i.e., van, suburban, ambulance, SUV, etc. If more than one type, identify how many of each.

8. Are any backup vehicles available if needed? If so, how many, from whom, and where?

9. How many driver/attendant teams are in the regular employ of your company?

10. Are there any backup personnel available if needed?

11. Name the full-time general manager who will be responsible for maintenance of the Contractor's performance, and phone numbers where this person may be reached 24 hours a day.

12. Does the Contractor understand that every person in the organization is subject to research to determine possible existence of driving/criminal records or past operations/management history regarding licenses, permits, certifications, etc.?

BID FORM IFB 09-001/JN

Rate per trip to transport decedents as specified: \$_____

Renewal

Vendor agrees to continue this contract for the timeframe stated below under the same terms, conditions, and pricing, of the original contract. If bidder does not wish to renew, write "N/A" in the space provided.

Renewal Year 1 (2009-2010)	
Renewal Year 2 (2010-2011)	
Renewal Year 3 (2011-2012)	
Renewal Year 4 (2012-2013)	

Name and address of support firms: _____

Name of primary contact person: _____

	Yes	No
Certificate of insurance attached?		
Questionnaire attached?		
Renewal Year 4 (2012-2013)		

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes π** **No π**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address