

Request for Proposals City Undertaker Services

INFORMATION FOR RESPONDENTS

Purpose and Intent

The St. Louis City Medical Examiner's Office is seeking a firm or firms to provide City Undertaker Services for an initial period of twenty-four months, with subsequent twelve month renewals at the City's option (limited to three renewals before re-bid).

The purpose of this document is to solicit a proposal from your firm to provide these services. Evaluation of the proposal will include particular attention to your experience and expertise in the areas addressed as well as the fees charged to provide these services.

Background

As is the case with many Medical Examiner Offices throughout the country we are responsible for the removal and disposition of dead bodies that may fall under our jurisdiction. On average the Medical Examiner may require the removal of approximately fifty bodies per month and will require the burial of approximately two bodies per month. Many times the removal may occur from a private residence to the City Morgue, from a hospital to the City Morgue or any crime scene to the City Morgue.

RFP Timeline

Questions and Answer Period

It is the policy of the City to accept questions and inquiries regarding this RFP only via US Mail. Written questions shall be mailed to the attention of the following individual:

Mr. Baxter W. Leisure, Jr.
Executive Assistant to the Chief Medical Examiner
1300 Clark Avenue
St. Louis, MO 63103-2718
Office Telephone #: 314-622-4974

Questions must be postmarked no later than March 20, 2015 @ 3:00 PM, CST. The City will maintain a list of all companies and organizations requesting copies of the RFP and shall ensure that copies of all questions and responses hereto shall be made available to each entity on said list. Contact with committee members other than Mr. Leisure is strictly prohibited.

Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. The City will respond in writing to each contact and/or question. Short procedural inquiries may be accepted by telephone by the City; however, oral

explanations or instructions given over the telephone shall not be binding upon the City. Other than short procedural inquiries made by telephone, respondents shall not contact the City directly, in person, by telephone, facsimile or by email concerning this RFP.

After the submission of proposals, unless requested by the City, contact with the City is limited to status inquiries only and such inquiries are only to be directed to the above named individual. Any further contact or information about the proposal to the City or any other City official connected with this RFP will be considered an impermissible supplementation of the respondent's proposal.

In order to be considered by the Selection Committee, a respondent's proposal must be received by the City at the appropriate location by the required time. Proposals after this deadline will not be accepted. The DATE, TIME and LOCATION are:

DATE: Tuesday, March 31, 2015
TIME: 3:00 PM CST
CONTACT: Baxter W. Leisure, Jr.
LOCATION: Medical Examiner's Office
1300 Clark Avenue
Saint Louis, MO 63103-2718
Telephone: 314-622-4974

Proposals must be labeled on the outside of the package to clearly indicate that they are in response to the **PROPOSAL FOR CITY UNDERTAKER SERVICES**. Joint proposals will not be accepted.

Bids made in any other manner are not valid and will not be considered. Sealed bids may be mailed or delivered personally but must be received by the point of contact listed in this Section of this RFP by the deadline listed in this Section. Bids received late will be returned unopened. Bidders shall assume full responsibility for timely delivery of sealed bids at the designated location.

INFORMATION FOR RESPONDENTS

Proposal submitted via email or facsimile will not be accepted.

Each respondent must submit one (1) sealed, complete, ORIGINAL proposal. Each respondent must also submit seven (7) sealed, full, complete and exact copies of the original. It is suggested that the respondent make and retain a copy of its proposal.

REPRESENTATIONS

In submitting a bid, each bidder represents that:

- 1) he or she had read and understands the RFP and that the bid is submitted in accordance therewith;

- 2) the costs have been arrived at independently without collusion with any other person or firm for the purpose of restricting competition;
- 3) he or she has not employed or retained, paid or agreed to pay any fee, commission or percentage to any person or firm (other than a full time employee working solely for the bidder) to solicit or secure this contract.
- 4) Subcontracting any part of this agreement must be clearly stated, identified and explained. There will be **no** subcontracting of any part of this agreement by the service without the written approval of the City of St. Louis.

SCOPE OF WORK

Background

The City is interested in receiving sealed proposals for the purpose of hiring qualified company/companies to provide complete City Undertaker Services for the Medical Examiner's Office.

Goals and Objective

To retain a qualified company to provide complete City Undertaker Services for the Medical Examiner's Office on a twenty-four basis, seven days a week. The contracted company would handle all removals of dead bodies for the Medical Examiner's Office and will also provide disposition of dead bodies when necessary and as directed by the Medical Examiner.

To ensure that the City has an efficient method for handling removals of dead bodies for the St. Louis City Medical Examiner's Office.

To ensure that the City has an efficient method for the disposition of all dead bodies for the St. Louis City Medical Examiner's Office.

To pursue a fair and competitive contract with a qualified company to work in a cooperative process with the St. Louis City Medical Examiner' Office.

To allow all qualified companies and organizations interested in providing these critical services an equal opportunity to do so.

SCOPE OF SERVICES

It is expected that any company chosen to provide these services to the St. Louis City Medical Examiner's Office be in good standing with all Federal, State and Local agencies. That any company considered have a minimum five year history of providing these services to either private or governmental entities. That any company is available to the Medical Examiner on a twenty four hour basis and that two persons be available on all removals and have the necessary equipment and supplies to effectively remove and transport the body.

The company must be able to respond to any scene, as directed by the Medical Examiner's Office, within one hour or sooner as needed.

The company cannot refuse any removal or disposition.

The company must always have two persons on each removal. The driver and assistant must be well dressed and neatly groomed and act in a professional manner. Drivers must be appropriately licensed to operate a motor vehicle and must display a City of St. Louis Identification Card on all removals and burials. The company must provide police record checks for both St. Louis City and St. Louis County before the issuance of any City Identification Badge.

The company will provide all supplies and equipment that may be necessary to appropriately, efficiently and safely effect the removal of a body from any type of scene.

- A. Supplies will include and not be limited to gloves, shrouds, gurneys, disaster pouches, litters, etc.
- B. All removals will be transported to the City Medical Examiner's Office and Morgue in a secured body bag as approved by the Medical Examiner and be properly identified by an Identification bracelet.
- C. Equipment will include and not be limited to conveyances, ropes and ladders, etc.
- D. All bodies will be properly tagged prior to their arrival to the City Morgue; company will supply identification tags and should provide a sample with their submission.

Company must be able to provide for burials of indigent cases to include an inexpensive coffin, delivery to the cemetery as specified by the Medical Examiner and completion of the Death Certificates and Burial Permits as needed or required. All burials must be completed within five working days of your initial notification.

Compensation will be the only award for the services provided - no additional costs will be borne by the Medical Examiner or the City of St. Louis for supplies, equipment, insurance, injury, accidents, etc.

Company will provide for compensation of its employees and pay all taxes, licenses, permits, etc., as may be required by the Federal, State, and Local Governments. Bonding will be the sole responsibility of the service. Service must carry liability and vehicular insurance with the City of St. Louis as an additionally named insured. The service must provide proof of insurance coverage each April 01 and upon policy renewal thereafter. The insurance coverage will not be less than five-hundred thousand dollars. The service must be on the rolls of the City License Collector and Collector of Revenue during the contract period. The service must also be in good standing with all applicable federal, state and local regulatory agencies. All claims made against a provider will be forwarded to the Medical Examiner, c/o Baxter W. Leisure, Jr., Executive Assistant, within ten days of the claim being made.

The Company will receive proper compensation for each "NO GO", which is defined as response to a removal request and arrival to the scene within the specified time and discovering

that the body has already been removed by another conveyance, EMS, Police Cruiser, private Funeral Director, etc. The compensation award will be the equivalent of a normal removal.

Removals/Burials will be authorized by the Medical Examiner.

Billing cycles will be the end of the month with a breakdown by Date of Removal, Name of Deceased, Medical Examiner Case Number, Removal From and Delivered to Address/Location. Burial of an indigent will be separately identified with the Name of the Deceased, Medical Examiner Case Number, Date of Burial and Location of Burial. Bills must be submitted by the tenth of the following month to ensure proper payment. All removals and burials will be verified for accuracy and appropriate changes may be made to your original invoice. Invoices may be submitted to the department in electronic format or paper format, provided the electronic format can be printed in a legible, convenient manner for processing by administrative staff.

The company/companies will be required to implement Sprint/Nextel Communications dedicated to the Medical Examiner's Office. The Sprint/Nextel Communications will include Cellular as well as Direct Connect for communications with the on duty investigator(s) and other Medical Examiner Managers as needed. Service must be implemented within thirty days of signed agreement.

The length of this agreement and compensation will be fixed for two years. The City may option for three additional one year contracts with annual requests for increases providing request is submitted in writing by October 01 of the year proceeding the new contract service period. The increases after the second year will not exceed 5 percent per annum and approval will be subject to budgetary funding.

Written termination of this agreement with or without cause may be exercised by either party with proper notification. Notification will not be less than thirty-days except in cases involving a violation of this agreement.

Company must provide financial statements covering their past five fiscal years, to include but not be limited to Profit and Loss (Income Statement) and Balance Sheet Statements.

Company must show how many pieces of rolling stock are available for City Undertaker Services. There will be a minimum of two vehicles in the fleet for such services. The Medical Examiner must be informed of any additions or deletions to your rolling stock as they occur.

Company must show how many employees are/will be available to the Medical Examiner for City Undertaker Services. Service will provide the Medical Examiner with their work history and qualifications as well as the names, addresses, length of service, and position held for each employee. The Medical Examiner will also be duly notified of any employee changes as they occur. Prior to the issuance of any City of St. Louis Identification Card the company must provide police clearances for all employees/staff involved in this contract. This must be accomplished within thirty days of contract being awarded. Service should also provide detailed

information of any additional staffing and rolling stock resources that would be available to the Medical Examiner in the event of a disaster situation.

Company should be able to estimate the total number of monthly removals and burials it can handle. Neither the Medical Examiner nor the City of St. Louis offers any guarantee for the number of removals and/or burials handled on a monthly, quarterly, or annual basis. Company should also provide detailed information about cremation cases, detailing all costs associated, etc., should the Medical Examiner pursue that type of body disposition.

All calls for removals and burials will be rotated between the services if more than one service is chosen. The rotation may be modified or waived due to unusual circumstances. The City of St. Louis and Medical Examiner intends equal distribution of all removals and burials.

The service must be prepared to begin to provide services to the Medical Examiner City of St. Louis on April 01, 2015

All interested parties should contact the Medical Examiner's Office, 1300 Clark Avenue, St. Louis, MO 63103-2718, (314)622-4974, ATTN: Baxter W. Leisure, Jr., Executive Assistant, to obtain a copy of the City Undertaker Specifications. You may also access the RFP on the City of St. Louis' Website at <https://www.stlouis-mo.gov/government> and follow the links for RFQs, RFPs and Bids. Any questions concerning this proposal should be made in writing on or before 3:00 PM on March 20, 2015, all responses will be maintained by the Medical Examiner. Mr. Leisure may also be contacted by email at LeisureB@stlouis-mo.gov.

PROPOSAL EVALUATION

Proposal Selection Committee

The evaluation of proposals will be performed by a Selection Committee composed of a representative of the Mayor's Office, Comptroller's Office, the Aldermanic President's Office, and the Office of the Medical Examiner. The guidelines for the selection process are in accordance with Ordinance #64102 and the Rules and Procedures established by the Board of Public Service.

Sealed proposals detailing the above specifications must be delivered to the Medical Examiner's Office as indicated above by 3:00 PM, on Wednesday, March 31, 2015. In addition, the envelope should be clearly labeled "Proposal for City Undertaker Services." At that time all proposals properly received will be opened and distributed to the selection committee members. A decision will be determined by the close of business April 2, 2015 and notification will be made in writing upon selection.

Selection Criteria

The following statements should be addressed in full in preparing any response to the RFP. Each statement should be restated in bold with a detailed response immediately following,

unless inclusion in an appendix is more practical. Proposals are limited to ten (10) double spaced pages, excluding the cover and letter and Appendices.

The Selection Committee will review proposals using the following criteria as a guide to determine which, if any, proposals are the most advantageous to the City's needs and which bidder is qualified for the requested services:

1. The company or organization's willingness and ability to represent a municipality of the size and nature of the City of St. Louis.
2. The qualifications and experience of the company or organization and its staff and equipment to perform the requested services, as requested in this RFP.
3. How the company will address the stated goals and objectives and the specific items identified in the scope of services. Include the work plan and technical approach, as well as the ability of your company to handle a wide range of emergency response situations beyond the City's capabilities.
4. The company's ability to provide innovative solutions for the requested services.
5. The company's familiarity and experience working with all applicable federal, state and local laws pertaining to all City Undertaker Services as well as the Company's ability to meet statutory and ordinance requirements in general.
6. The company's proposal to handle expenses associated with these services and the various costs/fees of these services to the City.
7. The company's proximity to the City.
8. The company's availability of financial and operating resources as required to complete the work.
9. The company's level of Minority and Women's Business Enterprise (MBE/WBE) participation. The City of St. Louis is fully committed to involving M/WBE firms in meaningful roles on all consultant contracts. To that end, the City, acting through its Disadvantaged Business Enterprise (DBE) Program Office, has established a goal of 25% MBE and 5% WBE participation in connection with the contract resulting from this RFP. A copy of the City's Directory of Certified M/WBE's is available on the DBE Office website: www.mwdbe.org or by contacting the DBE Office at 314-551-5000. A M/WBE Utilization Plan form is attached to this RFP (Appendix 1).

The Selection Committee also requires that the following be included as part of the company's bid submission:

1. Completed Minority and Women's Business Enterprise form (Appendix 1).
2. Statement of the company's ability to meet all requirements of the American's with Disability Act.
3. Statement of the company's ability to meet all Living Wage Ordinance requirements.

4. Statement of the company's ability to meet all audit requirements.
5. Statement of the company's ability to meet all non-discrimination requirements.
6. Statement of the company's cost/pricing structure for full completion of any of the requirements stated in this RFP.
7. Signed and notarized affidavit verifying company's enrollment and participation in a federal work authorization program. (Appendix 2)

Reservation

The Selection Committee reserves the right to interview, or call for a presentation from, any respondent submitting a response, as well as form additional evaluation criteria for the presentations. The Selection Committee also reserves the right to discuss the proposals with any or all respondents. Nothing in this RFP is intended to be, nor should anything herein be construed as, an offer of engagement. A selection or designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated. For the contract to take effect, all applicable parties with the authority to bind the respective entity must sign the agreement.

The Selection Committee reserves the right to: 1) reject any and/or all bid responses with or without cause, 2) request additional information from bidders as the City may deem necessary, 3) waive any and/or all non-material irregularities pertaining to this selection and/or the submission of responses, 4) disqualify any and/or all firms or bidders and reject any and/or all bid responses for failure to comply with this RFP or to promptly provide additional requested materials or information, and 5) cancel this RFP.

Intent

It is the intent of the Selection Committee to award the Contract to the lowest responsible qualified bidder or bidders provided the bid response has been submitted in accordance with the requirements of this RFP.

AWARD OF CONTRACT

Upon notification of acceptance of their bid by the City, the successful bidder or bidders will be required to enter into a Contract within 30 days of the notification of the award, subject to extension at the City's discretion. The City is **NOT** obligated under this RFP for services and there is **NO** binding agreement between the City and the successful bidder unless and until the successful bidder enters into a written, executed Contract with the City and approved by the City for the required services under this RFP. If the successful bidder and the City are unable to enter into a Contract within 30 days of the notification of the award, subject to extension at the City's discretion, the acceptance of the successful bidder's bid may expire and the City may select the next most advantageous and qualified bid pursuant to the Selection Criteria. The above-stated time limits and terms in this section ("Award of Contract") apply to all further potential successful bidders.

ADDITIONAL INFORMATION

Employee & Staff

Within thirty days of contract award the bidder or bidders must provide police clearances for all employees and staff involved in this contract. The police clearance should include both St. Louis City and St. Louis County. All costs to complete this process will be borne by the bidder or bidders. This must be accomplished within thirty days of contract being awarded unless submission of the documentation is submitted with the bidder's or bidders' proposal.

Amended Proposals

A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble proposal materials.

Right to Withdraw Proposal

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The respondent must submit a written withdrawal request signed by the respondent's duly authorized representative(s) addressed to the City.

Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

There are no designated dates for release of addenda. Therefore, interested respondents should check the City website on a daily basis from time of RFP issuance through RFP deadline date. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this RFP.

Respondent Responsibility

The respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a respondent's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

Cost Liability

Any cost incurred by the respondent in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP, including oral presentation and demonstration if required, shall be borne solely by the respondent.

Audits

The City of St. Louis and the City's auditors and accountants shall be afforded access during the term of any contract adopted pursuant to this RFP, and for five (5) years following termination, to all of the company's books and records without limitation whatsoever for the

purpose of conducting audits. All books and records shall be open to inspection and/or reproduction to the extent necessary to adequately permit evaluation and verification of the company's full compliance with contract documents. In those situations where the company's records have been generated from computerized data or records, in addition to hard copy (reports), contractor shall provide such information on disk or in a suitable alternative electronic format.

Contents of Proposals

All materials submitted in accordance with this RFP will become and will remain the property of the City and will not be returned.

All Proposals shall be considered public records, but may be deemed and treated as "closed" or "exempt" by the City, at the sole discretion of the City, pursuant to the City's understanding and interpretation of the laws of the State of Missouri. All Proposal material may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, Proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

No Obligation

This RFP in no manner obligates the City to the eventual purchase of services offered until confirmed by an executed written Contract approved by the City. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a Contract.

Termination

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the City determines it is in its best interest.

Governing Law

This RFP, and any contract or agreement with respondents that may result, shall be governed by the laws of the State of Missouri.

Nondiscrimination

In connection with the contract resulting from this RFP, the firm agrees that in performing any services resulting from this RFP, neither he/she nor anyone under his/her control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin.

Living Wage & Minority Participation

Respondents will be expected to comply with the City's Living Wage Ordinance No. 65597, and are encouraged to review this ordinance prior to making their submissions. The Contractor shall make a good faith effort to maximize utilization of women and minority-owned businesses (W/MBE) in all of its activities under this Contract and shall comply with the Mayor's Executive Order No. 28, as amended or any subsequent order, ordinances, or any City Rules and/or Regulations with respect to W/MBE participation.

Americans with Disabilities Act

In connection with the furnishing of goods and services under any contract resulting from this RFP, the firm shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

Unauthorized Aliens Employees

As a condition for the award of this contract, Contractor, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit (attached hereto as Appendix 2) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Contractor shall also sign an affidavit (attached hereto as Appendix 2) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes.

Indemnification

Each respondent, in seeking, receiving or possessing this RFP and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

Subject to Appropriation

Any contract or agreement that results from this RFP is subject to annual appropriation by the City. Any contract or agreement that results from this RFP is voidable at any time by the City if appropriation by the City for the services under the contract or agreement is not made.

Appendix 1

CITY OF ST. LOUIS
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE) UTILIZATION
PLAN

CONTRACTING AGENCY:

PROJECT NAME:

NAME OF PRIME CONSULTANT:

PROJECT GOAL: _____% MBE; _____% WBE

The prime consultant shall utilize and require all sub consultants to utilize the maximum number of certified minority and women-owned business enterprises possible and will purchase materials and supplies from minority and women-owned business enterprises to the maximum extent feasible, and to this end, the prime consultant will inform each sub consultant of this requirement, The prime consultant shall utilize the services and/or supplies to be provided by the following certified minority and women-owned business enterprises in the execution of this contract.

FIRM NAME

ADDRESS

PHONE NUMBER

CONTACT PERSON CERTIFYING AGENCY

CERTIFICATION DATE

CATEGORY

CERTIFICATION NO.

WORK TO BE PERFORMED

M/WBE PERCENT

PRIME CONSULTANT AUTHORIZED SIGNATURE

DATE

