

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/23/2023

Contract/Lease Control #: C23-3342-BCC

Procurement#: ITQ BOCC 35-23

Contract/Lease Type: AGREEMENT

Award To/Lessee: FAMILY-FUNERAL AND CREMATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/01/2023

Expiration Date: 05/31/2026 W/2 1 YR RENEWALS

Description of: BODY REMOVAL AND STORAGE OF REMAINS, UNCLAIMED,
REMAINS AND INDIGENCY CREMATION

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7151

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: ITQ BCCC 3523 Tracking Number: 4926-23
Procurement/Contractor/Lessee Name: Family Funeral Grant Funded: YES ___ NO X
Purpose: Body Removal, Storage, Cremation of Unknown Remains
Date/Term: 3 yrs w/ 2 yr renewal 1. GREATER THAN \$100,000
Department #: 0163 2. GREATER THAN \$50,000
Account #: 549601 3. \$50,000 OR LESS
Amount: \$10,000
Department: BCC Dept. Monitor Name: Fitzgerald

Purchasing Review

Procurement or Contract/Lease requirements are met: [Signature] Date: 5-8-23
Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no Federal Inv Grant Name: _____ Date: _____
Grants Coordinator: Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 5-8-23
Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 5-8-23
County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, May 18, 2023 9:43 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Family Funeral Agreement
Attachments: Family-Funeral Agreement.docx

Attached are my revisions. As revised this is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson, P.A.**

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, May 8, 2023 11:59 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; lhoshihara@myokaloosa.com
Subject: Family Funeral Agreement

Good morning,

Please review the attached.

The attachments, their bid and deceased policy is too large to send. Would you like to send my your link to attached all documents?

Thank you,

DeRita Mason



DeRita Mason, CPFO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department

DeRita Mason

From: Jacqueline Matichuk
Sent: Monday, May 8, 2023 2:54 PM
To: DeRita Mason
Cc: Odessa Cooper-Pool; Angela Cox
Subject: RE: Family Funeral Draft Agreement

Approved by Risk for insurance purposes.

There is a typo on the first page - "of" is duplicated

WHEREAS, the County is charged with the cremation of the remains of of unclaimed or indigent deceased persons at public expense, pursuant to Chapter 406, Florida Statutes; and

Jackie

Jackie Matichuk
Claims Examiner
Okaloosa County Risk Management
302 N. Wilson St., Ste 301
Crestview FL 32536
(850) 683-6207
jmatichuk@myokaloosa.com

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, May 8, 2023 11:08 AM
To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Cc: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Angela Cox <acox@myokaloosa.com>
Subject: Family Funeral Draft Agreement

Good morning,

Please use the below link to review the attached agreement.

[\\ndcvmfs1\BCCNOBackup\BCCFileTransfer](#) Purchasing, family funeral agreement.

Thank you,

DeRita Mason



Board of County Commissioners Purchasing Department

State of Florida

Date: April 28, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
ITQ BOCC 35-23

Body Removal and Storage of Remains, Unclaimed Remains and Indigency Cremation

Okaloosa County would like to thank all businesses, which submitted quotes for Body Removal and Storage of Remains, Unclaimed Remains and Indigency Cremation. (ITQ BOCC 35-23)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Family-Funeral & Cremation
5627 North Davis Highway
Pensacola, FL 32503

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

DeRita
Mason

Digitally signed by
DeRita Mason
Date: 2023.04.21
10:31:49 -05'00'

DeRita Mason
Purchasing Manager



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
CEJ SOUTH, INC.

Filing Information

Document Number P00000031507
FEI/EIN Number 59-3634789
Date Filed 03/28/2000
State FL
Status ACTIVE

Principal Address

5627 N Davis Hwy
Pensacola, FL 32503

Changed: 05/12/2020

Mailing Address

PO BOX 11986
Pensacola, FL 32524

Changed: 05/12/2020

Registered Agent Name & Address

JENSEN JR, Christian E
5627 N Davis Hwy
Pensacola, FL 32503

Name Changed: 05/12/2020

Address Changed: 02/09/2022

Officer/Director Detail

Name & Address

Title P

Jensen, Christian Jr.
PO Box 11986
Pensacola, FL 32524

Annual Reports

Report Year	Filed Date
2021	04/08/2021
2022	02/09/2022
2023	01/30/2023

Document Images

01/30/2023 -- ANNUAL REPORT	View image in PDF format
02/09/2022 -- ANNUAL REPORT	View image in PDF format
04/08/2021 -- ANNUAL REPORT	View image in PDF format
05/12/2020 -- ANNUAL REPORT	View image in PDF format
04/06/2019 -- ANNUAL REPORT	View image in PDF format
04/04/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
03/07/2014 -- ANNUAL REPORT	View image in PDF format
04/23/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
03/17/2011 -- ANNUAL REPORT	View image in PDF format
02/26/2010 -- ANNUAL REPORT	View image in PDF format
06/01/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
07/17/2007 -- ANNUAL REPORT	View image in PDF format
03/29/2006 -- ANNUAL REPORT	View image in PDF format
04/04/2005 -- ANNUAL REPORT	View image in PDF format
05/25/2004 -- ANNUAL REPORT	View image in PDF format
04/03/2003 -- ANNUAL REPORT	View image in PDF format
02/17/2002 -- ANNUAL REPORT	View image in PDF format
05/17/2001 -- ANNUAL REPORT	View image in PDF format
03/28/2000 -- Domestic Profit	View image in PDF format

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND FAMILY-FUNERAL AND CREMATION
CONTRACT ID

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 23rd, day of May, 2023, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Family-Funeral & Cremation, a Florida Profit Corporation, whose address is 5627 North Davis Highway, Pensacola, FL 32503 authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 59-3634789.

RECITALS

WHEREAS, the County is charged with the cremation of the remains of unclaimed or indigent deceased persons at public expense, pursuant to Chapter 406, Florida Statutes; and

WHEREAS, the County adopted a Policy and Procedure regarding the disposition of the remains of deceased unclaimed or indigent persons whose death occurred, or whose remains were found, in the County; and

WHEREAS, the County is in need of a contractor to provide Body Removal & Storage of Remains and Unclaimed Remains and Indigency Cremation ("Services") pursuant to the adopted Policy and Procedure; and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County obtained written quotes from contractors to perform these Services. A copy of Contractor's quote is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County based on the rate sheet provided in Exhibit "A" attached hereto and made a part of the agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference.

The following documents are attached to this Agreement and are incorporated herein by reference.

- Attachment "A" – ITQ BOCC 35-23 and Contractor's Quote and Addendum No. 1 Acknowledgement;
- Attachment "B" – Insurance Requirements;
- Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities
- Attachment "D" – Vendor's on Scrutinized List
- Attachment "E" – Unclaimed Indigent Deceased Policy & Procedure

2. Services. Contractor agrees to perform the following services, Body Removal & Storage of Remains and Unclaimed Remains and Indigency Cremation. The Services to be provided are further detailed in the ITQ BOCC 35-23 attached as part of Attachment "A" and incorporated herein by reference. The scope of services as detailed within the ITQ BOCC 35-23, by the County and Addendum No. 1, must be followed by Contractor in performance of this Contract. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to

have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed. Additive services listed on the vendor quote sheet were not awarded with this agreement.

3. Term and Renewal. The term of this Agreement shall begin on June 1, 2023 and continue until May 31, 2026, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement. This Agreement may be renewed for up to two (2) additional one (1) year terms.

4. Revenue/Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, based on the rate sheet provided in Exhibit "A" attached hereto and made a part of the agreement.

- a. Contractor shall submit an invoice to the County monthly. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- c. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission and the State of Florida's Legislature.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its

option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
 - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
 - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.

- b. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Deputy County Administrator, Sheila Fitzgerald 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Christian E. Jenson, Jr., Owner Family-Funeral & Cremation 5627 North Davis Highway Pensacola, FL 32503 850-466-5440 chris.jenson@family-funeral.com	

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the formal quote solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Division of Emergency Management, the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this

Agreement. The Contractor's duty to defend, hold harmless and indemnify the Division of Emergency Management, the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", "C", "D" and "E".

24. **Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. **Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

FAMILY-FUNERAL & CREMATION:

Janice McNair
Signature

TITLE: Office Manager

OKALOOSA COUNTY, FLORIDA

BY: 
John Hofstad, County Administrator

EXHIBIT "A"
COUNTY'S REQUEST FOR QUOTES, INCLUDING SCOPE OF SERVICES AND CONTRACTORS
QUOTE

RESPONSE DOCUMENT #13: QUOTE

QUOTE RESPONSE

**BODY REMOVAL AND STORAGE OF REMAINS AND UNCLAIMED REMAINS AND
INDIGENCY CREMATION**

INSTRUCTIONS: All blanks in the quote forms shall be completed by printing in ink or electronically in both words and numbers and the quote signed. A quote price shall be indicated for each quote item or additive item, or the words “No Quote” or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any quote which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting quotes may be rejected.

A quote submitted by a partnership shall be executed in the primary respondent’s name and signed by a partner (whose title must appear under the signature). If submitting a quote by a partnership, the primary contractor must complete a subcontractor form (Attachment “B”) and identify which services will be provided by which vendor. Only the primary contractor should submit a quote.

IF SUBMITTING FOR ALL SERVICES (REMOVAL, TRANSPORT, STORAGE, & CREMATION) INCLUDING PARTNERSHIP ARRANGEMENTS	
Cremation (decedent weighing 0 - 299 lbs)	Rate (Per Case)
Provide a rate per case inclusive of: <ul style="list-style-type: none">• Dispatch, removal & transport to Vendor’s Facility (within 60 miles of Okaloosa)• Refrigerated storage prior to cremation• Cremation• Storage of remains• Death Certificate• necessary supplies, transport bags, modest cremains container, etc.• administrative and operating costs (all overhead, labor, supplies, etc.)	\$875.00
Cremation (decedent weighing 300 lbs or more)	Rate (Per Case)
Provide a rate per case inclusive of all activities listed above.	\$975.00
IF ONLY SUBMITTING FOR CREMATION SERVICES	
Cremation (decedent weighing 0 - 299 lbs)	Rate (Per Case)
Provide a rate per case inclusive of: <ul style="list-style-type: none">• Refrigerated storage prior to cremation• Cremation• Storage of remains• Death Certificate• necessary supplies, transport bags, modest cremains container, etc.• administrative and operating costs (all overhead, labor, supplies, etc.)	N/A
Cremation (decedent weighing 300 lbs or more)	Rate (Per Case)
Provide a rate per case inclusive of all activities listed above.	N/A
(CONTINUED ON NEXT PAGE, VENDOR MUST SUBMIT BOTH PAGES)	

IF ONLY SUBMITTING FOR DISPATCH, REMOVAL AND TRANSPORT	
Decedent weighing 0 - 299 lbs	Rate (Per Case)
Provide a rate per case inclusive of: • Dispatch, removal & transport to County's Cremation Contractor • necessary supplies, transport bags, etc. • administrative and operating costs (all overhead, labor, supplies, etc.)	N/A
Decedent weighing 300 lbs or more	Rate (Per Case)
Provide a rate per case inclusive of all activities listed above.	N/A
Additional Services as applicable	Rate
Stand by time exceeding 30 minutes per transport call (Insert hourly rate per 15 min increments)	\$25.00
Contract rate for dispatch, removal, transport, refrigerated storage (for lost/transferred calls)	\$160.00
Dispatch to Medical Examiner's Facility, removal & transport to Vendor's Facility - less than 75 mi one way (Insert rate per loaded mile)	\$3.00
Anatomical Board - Prepare a body accepted by Anatomical Board	\$600.00
Loading, delivery and unloading of cremains for the County's annual Lazarus Ceremony (up to 50 cremains per year)	\$160.00
Transport from Vendor's Facility to other locations within Florida (Insert rate per loaded mile)	\$3.00 Plus Expenses
Additional fee if transporting more than (1) decedent at a time	\$1.50 per loaded mile
Additive Service (may at County option be awarded to successful vendor)	Rate (Per Case)
Administration of the UICDP: conducting search for relatives, notification services, determining eligibility for program, securing authorization for cremation, notifications, paperwork, required forms, etc. (May only be invoiced for authorized cremations)	\$4,000.00 MONTHLY

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

Date Submitted: March 14, 2023

Respondent Name: Christian E. Jensen, Jr.

Respondent Signature: 

Subcontractor Name: N/A

Subcontractor Signature: N/A



INVITATION TO QUOTE (ITQ) & PROPOSER'S ACKNOWLEDGEMENT

ITQ TITLE:
Body Removal and Storage of Remains, Unclaimed Remains and Indigency Cremation

ITQ NUMBER:
ITQ BOCC 35-23

ISSUE DATE: March 13, 2023
LAST DAY FOR QUESTIONS: March 20, 2023 3:00 P.M. C.S.T.
ITQ OPENING DATE AND TIME: March 28, 2023 3:00 P.M. C.S.T.


NOTE: QUOTES RECEIVED AFTER THE QUOTE OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a quote on the above referenced goods or services. All terms, specifications and conditions set forth in this ITQ are incorporated into your response. A quote will not be accepted unless all conditions have been met. Interested proposers desiring consideration shall submit their quote and necessary documents electronically via Vendor Registry by the time and date listed above. All quotes must have an authorized signature in the space provided below. Quotes may not be withdrawn for a period of sixty (60) days after the quote opening unless otherwise specified

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Family-Funeral & Cremation
MAILING ADDRESS 5627 North Davis Highway
CITY, STATE, ZIP Pensacola, FL 32503
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-3634789
TELEPHONE NUMBER: 850-466-5440 EXT: _____ FAX: 850-912-8908
EMAIL: chris.jensen@family-funeral.com OR JMcNair@family-funeral.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED Christian E. Jensen, Jr.
NAME
TITLE: Owner, President DATE: March 14, 2023

**NOTICE TO FORMAL QUOTE
ITQ BOCC 35 -23**

The Okaloosa County Board of County Commissioners requests quotes from respondents for Body Removal and Storage of remains, unclaimed and indigent cremations. The County desires services of a qualified respondent with proven performance as outlined in the Quote Requirements section of this packet.

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the bid/bid description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 P.M. (CST) March 28, 2023** at which time all timely submitted bids will be opened and reviewed. The County reserves the right to award the procurement to the lowest responsive respondent and to waive any irregularity or technicality in the procurements received. Okaloosa County shall be the sole judge of the procurement and the resulting Agreement that is in its best interest and its decision shall be final.

For solicitation information, please contact:

DeRita Mason, Sr. Contracts and Leases Coordinator

dmason@myokaloosa.com , 850-689-5960

Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
ROBERT A. "TREY" GOODWIN III, CHAIRMAN

QUOTE REQUIREMENTS
ITQ BOCC 35-23

**BODY REMOVAL AND STORAGE OF REMAINS, UNCLAIMED REMAINS AND
INDIGENCY CREMATION**

SCOPE OF WORK

Contracted Tasks and Deliverables Expected:

1. OBJECTIVE

Okaloosa County is seeking an experienced, qualified and licensed funeral home, pursuant to Florida Statutes 497.380, which is able to transport remains upon request from an authorized individual from the initial location of the remains to vendors facility for storage until claimed by another funeral home, if not claimed, provide cremation services on unclaimed and indigent decedents in Okaloosa County, Florida, referred to as the Okaloosa County Unclaimed/Indigent Cremation and Disposition Program (UICDP). The selected vendor shall satisfy all requirements of the State of Florida to perform the services outlined within this bid and Chapter 406 (Part II), Florida Statutes. Eligibility for disposition services at public expense is determined by the Okaloosa County guidelines regarding disposition of deceased unclaimed and indigent persons and Florida Statutes chapter 406. The County may issue Policies and Procedures from time to time, which will be provided to the selected vendor and which must be followed by the vendor. Okaloosa County Administration pursuant to the requirements of its guidelines will be required to provide approval before unclaimed and/or indigent remains are disposed. As such, all disposition services at public expense must be performed in accordance with the applicable policies and procedures (see Attachment A), established by Okaloosa County.

The primary objective of this bid is to identify a sole provider to dispatch, transport and store remains upon request from an authorized individual as defined herein and provide cremation services for Okaloosa County's unclaimed and indigent remains under the guidelines set forth in Attachment A. The County will allow bidders to respond to partial aspects of the project and will also allow a respondent to partner with other service providers, provided such relationships are disclosed within the quote submission package. Bidders must follow the instructions listed on the Quote Sheet. The county will no longer operate the Morgue located at 206 Staff Drive in Ft. Walton Beach, therefore each primary respondent must have sufficient refrigerated storage within 60 miles of Okaloosa County.

2. MANDATORY REQUIREMENTS

- (a) Standard Services Agreement - The awarded vendor will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be permitted. See Attachment (C) titled "Standard Services Agreement".
- (b) The Bidder must be a licensed funeral director in the State of Florida and have facility operating within 60 miles of Okaloosa County meeting the requirements of this Bid submission. Bidder shall remain in good standing with Florida licensing authorities during the contract term and all extensions as defined by Florida Statutes 497.373.

3. SCOPE

- (a) The UICDP provides final disposition in accordance with Florida Statutes for those persons who have no relative by blood or marriage or any other legally authorized person to claim them (unclaimed) or cannot afford private funeral arrangements (indigent).
1. For the purposes of this bid, "Unclaimed remains" means human remains that are not claimed by a legally authorized person (as defined in Section 497.005, Florida Statutes), other than a medical examiner or the Board of County Commissioners, for final disposition at the legally authorized person's expense.
 2. For the purposes of this bid, "Indigent person" means persons whose family income does not exceed 100 percent of the current federal poverty guidelines prescribed for the family's household size by the United States Department of Health and Human Services.
- (b) Okaloosa County receives approximately One-Hundred (100) referrals and inquiries each year. Based on historical data, it is anticipated that approximately Fifty (50) claimed and unclaimed human remains will need processing for disposition each year. This amount may vary, and the successful vendor must be capable of providing all services described herein.
- (c) The bid submitted will itemize the cost of providing all services, labor, materials and equipment necessary to remove, transport, and cremate any deceased human body per the requirements of this Invitation to Bid. "Cost of providing all services" means the Bidder will pay for and include in their price proposal the cost of the following items:
1. Removal and transport of decedents to the vendor's facility within the required timeframes
 2. Storage/refrigeration of decedents in the vendor's facility
 3. Direct cremation as stated in the policy and procedures
 4. General administrative and operating costs
 5. Administration of the UICDP as County's representative (as an additive service which may be awarded at the discretion of the County Administrator)
- (d) **Services:** Services will include:
1. As a general rule, vendor shall dispatch an appropriate number of personnel to the place of demise, such as a nursing home, private residence, or accident scene, within one (1) hour of receipt of the request for an authorized individual for removal. For the purposes of this bid, the area to be served under the resulting contract will primarily be within Okaloosa County. For purposes of this bid and any resulting contract, an "authorized individual" who is permitted to call Contractor for the collection of human remains is as follows: an Okaloosa County Sheriff's Officer, an Okaloosa County municipal police officer, the District Medical Examiner, and/or the Okaloosa County Administrators office. Further, the Okaloosa County Administrator's office is authorized to provide in writing further authorized individuals throughout the course of any resulting contract. No other entity, including, but not limited to, hospitals and nursing homes, is an authorized individual under the scope of the services to be provided herein.
 2. Removals in the event of a death where the authorizing individual is unable to determine if funeral pre-arrangements have already been made and where the Medical Examiner has declined jurisdiction.
 - i. In the event a case referred from the Medical Examiner, Sheriff's Office, police departments, or other authorized entities within Okaloosa County is for unclaimed

remains, the person or entity in charge or control of the remains shall furnish an affidavit attesting that the remains are unclaimed.

- ii. In the event a transported case is later transferred by next of kin for alternate arrangements, the Vendor will seek direct reimbursement of transport costs from the receiving funeral home with burial arrangements and/or next of kin.
 - iii. In the event, the transport costs for the transferred case are not reimbursed, Okaloosa County, as payor of last resort will pay a contracted amount per lost transport claim inclusive of administration and storage cost.
 - iv. Vendor must demonstrate proper billing and written attestation of collection attempt for the transport cost and submit with justification for review and approval of qualifying charge. Requests for reimbursement of transferred or lost calls may not exceed more than 15% of the total cases submitted monthly.
 - v. Vendor will work to educate community partners to reduce transferred or lost calls.
3. On occasion, the Medical Examiner's Office will request removal of decedents from the Medical Examiner's Office, currently located in Pensacola. Removals from the Medical Examiner's Office will be performed within twenty-four (24) hours of being notified by the Medical Examiner.
 4. Transport from the location of origin to the Vendor's facility.
 5. Storage of the human remains in vendor's refrigerated facility, for claimed remains only until picked up by another funeral home. For suspected unclaimed remains/indigent remains storage of the human remains in vendor's refrigerated facility while a search for surviving relatives is conducted and either the remains are claimed or the remains are cremated in accordance with the County's guidelines. By submitting a response to this solicitation, the Vendor attests that they have adequate space for temporary refrigerated storage for up to eight (8) concurrent bodies pending disposition. An inspection by county staff may be required prior to issuance of an award. Temporary refrigerated storage may be used for up to ninety (90) days while vendor attains permanent storage capacity.
 6. Execute the obituary information, completing and filing all required documentation in accordance with Chapter 497 Florida Statutes (Vital Statistics).
 7. Embalming of bodies which are to be transported to the Anatomical Board. Transportation to and from the Anatomical Board will be required by the Vendor. The Anatomical Board will assume costs for storage, cremation, and final disposition of the cremains. Florida Statute Chapter 406 defines procedures for unclaimed bodies to be transported to the Anatomical Board.
 8. On occasion, transportation of the deceased may be required to other facilities within the state of Florida. The Vendor shall provide a charge per mile to destinations outside of Okaloosa County in the space provided on the Bid Form. Vendor will be paid the per mile charge from the Vendor's facility to destination and from destination back to Vendor facility (round trip).
 9. Cremation of unclaimed and indigent bodies in accordance with State law and accepted industry practices. No additional funeral services (viewing, embalming, casket, religious service, family service, memorial service, burial, etc.) shall be provided. A Cremation shall not be performed until a legally authorized person gives written authorization for such cremation pursuant to F.S. 497.005 sub-section (43). The vendor shall not proceed forward with cremation and disposal of the remains without the written approval of the County Administrator or his/her designee. This process is outlined within the Okaloosa County guidelines regarding disposition of the remains of deceased unclaimed persons. A direct cremation shall be performed for deceased persons, except veterans, determined eligible for burial in a national cemetery pursuant to Item 12.

10. Private Pay Cases: If subsequently located and willing to pay for regular, non-indigent funeral services, any relative, fraternal order, or individual may elect to use the funeral home or direct disposer of his/her choice, even if not the Vendor. The Vendor shall release the body to the funeral home for services, and the Vendor shall seek reimbursement for any service already performed (i.e., removal, storage) from the person(s)/organization making the private arrangements. Should the Vendor be unable to collect their fee in this manner, they may submit an invoice to the County for reimbursement, but only after exhausting all attempts to recover this fee from the private parties. Vendor must wait all thirty (30) days for the person/organization to make the payment before seeking reimbursement from the County. County will pay these expenses at the contracted rate. Vendor shall attach documentation to the invoice indicating attempts to collect these expenses. Vendor shall reimburse the County for any previous County expenditures in the event a Private Pay case occurs. Vendor shall not charge the County for shipping charges of cremains to out-of-state next of kin. This cost is the responsibility of the next of kin.
11. Disposition of Remains: Per 497 Florida Statutes:
 - i. In County - when cremains are requested by an authorized party residing in Okaloosa County, Vendor will make cremains available for pick-up.
 - ii. Out of County – when cremains are requested by an authorized party residing outside of Okaloosa County, the cost of postage and handling shall be the responsibility of the requesting party.
 - iii. Unclaimed – in instances where a cremation was properly authorized but cremains remain unclaimed, the Vendor will coordinate with the Okaloosa County Administration Office for referral to the Okaloosa County Lazarus Field project for burial on November 2 of each year, following the at least the 12 month anniversary of the cremation.
 - iv. Container – cremated remains container will be a sift-proof or similar type container meeting US Postal Service’s shipment requirements. The inner container must be sealed and placed inside a second, durable outer container.
12. The Vendor will be responsible for filing, with all appropriate agencies, all of the required documentation pertaining to the services performed, including (but not limited to):
 - i. Burial Transmit Report
 - ii. Death Certificate
 - iii. Cremation Authorization
 - iv. Social Security Form/Proof of Death
 - v. Veterans Administration forms necessary to receive funds in return for burial of veterans, and the filing of the DD-214 or equivalent form
 - vi. Medical Examiner authorization to cremate, if referred by Medical Examiner
13. The Vendor will be responsible for providing all supplies including precautionary pouches for use in transporting and holding decomposed or infectious bodies; cardboard pre-cremation body containers; modest cremains container, and similar as necessary to meet the requirements of this bid. The cremains container must be compliant with FSS 497.005(24).
14. Administrative and operating costs including all overhead services, labor, transportation, storage of remains and cremains, pre-cremation body containers, precautionary pouches, and any other related costs associated with fulfilling the State Statutes and Invitation to Bid requirements of the County.

15. **The following service shall be quoted as an additive option that the county may elect to include in the awarded contract.** Administration of the Okaloosa County Unclaimed/Indigent Cremation and Disposition Program (UICDP) to include due diligence in search for next-of-kin, notification services, determination of eligibility, securing authorization from the County for cremation, veteran's inquiries, notification of the anatomical board, filing of required documents and similar services.

A minimum of one full time staff person is required to complete administration of the UICDP including indigent eligibility determinations. The director/owner of the funeral home may not fulfill this position of responsibility.

(e) **Reporting:** Report requirements include (but may not be limited to):

1. Provision of notice to the Okaloosa County Board of County Commissioner's Administration Office within 24 hours of removal of remains from the place of demise or any other location in Okaloosa County, or from the District 1 Medical Examiner's Facility.
2. Weekly Submissions
 - i. Vendor will complete the "Indigent Funeral Referral" form completely and submit to the County along with the following forms, if appropriate:
 1. Statement of Goods
 2. Okaloosa County's Application for Indigent Funeral Program
 3. Authorization for cremation and disposition
 4. Any supporting documentation that County requests for verification of services
3. Monthly Reporting:
 - i. Vendor shall submit a report on the services provided for the prior month by the tenth (10th) working day of the new month, including the following information:
 1. Invoice number, sex, decedent's name, Medical Examiner's case number (if applicable), status of claims or unclaimed and charge for the service(s).
 2. Cases still pending final disposition.
 3. Report templates containing all required data fields will be included in a final approved contract.
 5. Lost Call or transferred cases report which breaks down originating jurisdiction and cost recoupment/mitigation measures taken.
4. Transport Records:
 - i. Transport records must be kept by the Vendor and contain, at minimum, the information indicated below as well as any additional data which may be required by Federal, State or Local authorities:
 1. Time notified (date and time service call was received) and time of departure;
 2. Name and contact information of Official authorizing pick-up;
 3. Information regarding next of kin (if known);
 4. Location of death scene or destination (must be within Okaloosa County);
 5. Time of arrival at death scene;

- 6.Name of decedent;
- 7.BRT permit number assigned to transport;
- 8.Type of body bag used;
- 9.Time transport was made and completed to vendor's storage.

(f) **Invoices:** Report requirements include (but may not be limited to):

1. For cremation or final disposition of a person whose indigent status has been verified, or for which the decedent remains unclaimed after following the due diligence search as outlined within this bid, the County shall accept invoices from the selected vendor. Vendor shall submit monthly invoices for services provided for the prior month by the tenth (10th) working day of the new month. Invoices shall be submitted to the County contract manager. Invoices shall contain the following information:
 - (a) Invoice for all services provided at the approved rate.
 - (b) Transport Records
 - (c) Date of cremation
 - (d) Any other required documentation necessary to support lost or transferred calls
 - (e) Documentation supporting notification of the State Anatomical Board
 - (f) In Veteran's Administration cases, copy of acceptance or denial letter from the Military Decedent Affairs Department shall be included with the invoice.
 - (g) If the case is transferred to another provider, and reimbursement for removal and storage fees are requested, a letter (or signed release) from the other funeral home documenting the transfer of the remains and verification that the removal fee and storage has not been paid. NOTE: If unable to obtain a letter from the other funeral home verifying the removal fee and storage fee as unpaid, the County will accept a statement from the Vendor stating such and including the date, time and name of individual spoken with regard to payment of the incurred fees.
 - (h) The Vendor understands and agrees that the County may reject any invoice or reimbursement request which is not completed and in the proper format, or which is submitted to the County's Contract Manager after the stated timeline unless Vendor receives written permission for an extension. Invoices must list the decedent's name, dates services were provided, and an itemized list of the charges (at the approved rate).

(g) **Unspecified services:**

Unspecified work is defined as services that may be required due to unexpected conditions or events. Unspecified work is **Not Guaranteed** as part of the contract and must be properly authorized by the County before performed and at a rate negotiated by the County.

4. **MINIMUM REQUIREMENTS**

1. Vendor selected to provide these services must have a minimum of two (2) years' experience performing same or similar type of services in accordance with Florida Statutes 406.50 and 406.51 in compliance with Florida Statute 497.005(43). Vendor must maintain facilities and operations within 60 miles of Okaloosa County and within the State of Florida.
2. Vendor shall furnish and provide all cremation services under this bid in accordance with all Federal and State legal requirements and professional and industry standards and practices.
3. The Vendor shall have the necessary facilities, furnishing and equipment to fulfill the contract

requirements prior to award. Vendor shall identify any facility other than their own which may be utilized as part of this Bid (please attach as a separate page). For purposes of the services required by this Bid, the Vendor must be capable of:

- a. 24-hour response, 7 days per week, to transport deceased human bodies which are unclaimed or for which no known funeral pre-arrangements have been made.
4. The vendor must store deceased human bodies in accordance with the State of Florida regulations governing this service. Vendor must demonstrate sufficient refrigerated storage capacity to meet program demand.
5. Per Florida Statute 497, the Vendor shall have sufficient qualified trained technicians using modern (as determined by the Department and the industry) equipment and techniques available to perform transport, handling and care of deceased human cadavers, cremation and disposition services in a timely manner. All vendor 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 vendor personnel are expected to be neat and clean and to wear neat, clean professional business attire while undertaking activities included in this scope of work.
6. The vendor shall handle all valuables of the deceased in their possession in the following manner: Personal effects shall be made available to the family of the deceased, if no family is available, the personal effects shall be turned over to the County.
7. Response Time: Vendor response time from the moment of dispatch to arrival at the death scene will be the major component of adequate performance by the Vendor. This will determine whether or not the agreement is kept or cancelled or renewed for additional terms. It is imperative that the vendor be thoroughly cognizant of the requirement surrounding response time and that response time is strictly adhered to as described in this specification. Vendor personnel must arrive at the designated location within sixty (60) minutes of the time an authorizing official orders the service, via any relevant communication device, at any time, twenty-four (24) hours per day. Failure to meet this response time requirement may result in the Vendor's removal from this contract.

The County will allow for the Vendor to stay on site for a minimum 30 minutes per transport call. If the transport service is required by the County to stay for longer than stipulated here, standby time (wait time) will be billed in 15 minute increments per removal.

8. All vendor personnel should be familiar with Okaloosa County's geographical lay-out and are expected to understand and communicate in written or spoken English. Drivers making transports for Okaloosa County under this contract must be property licenses motor vehicle operators in the State of Florida and be covered under a policy of liability insurance as required by the State.
9. Vendor shall obtain and maintain "in good standing" and in accordance by law, all applicable licenses and permits, ordinances, and regulations necessary to perform the disposition services specified at its own expense.
10. Vendor shall furnish all vehicles necessary to perform disposition services in a timely manner. The Vendor shall maintain all vehicles utilized in performing disposition services in good mechanical condition. The vendor shall dispatch an appropriately fitted and manned vehicle to the address supplied along with any special instructions, as applicable. Failure to provide adequate personnel and supplies to properly work at the scene may result in the Vendors removal from this contract.

11. Vendor shall not subcontract any services provided under this contract without express written permission of the County. Transport, storage and preparation facilities shall not be subcontracted.
12. Vendor shall provide and utilize all approved safety devices and equipment and shall exercise all care and measures necessary to safeguard property and persons with respect to its performance under this contract. In instances where the Vendor believes an unsafe condition exists with regard to services being performed under the contract, the Vendor must immediately notify the County's contract manager and take appropriate mitigating action.
13. Vendor must dispose of any bio-hazardous waste products generated as a result of the provision of any of the goods or services required under this contract, in a legally prescribed manner and at no additional cost. An incinerator facility (crematory) shall only receive dead bodies for cremation; the facility may not receive any other materials including, but not limited to, medical, hazardous and bio-hazardous waste, for purposes of disposal.
14. Vendor must adhere to OSHA regulations regarding potential exposure to blood and body fluids. Provide the verification of annual OSHA minimum IDC training with bid and/or when requested by the County Office.
15. LICENSURE: As of the date of Bid submission, Vendor must have obtained all legally prescribed licenses, certificates and permits in accordance with Chapter 497, Florida Statutes. All licenses, certificates and permits must be maintained in good standing for the duration of the contract term and any extensions thereof. Required licenses, certificates, and permits per Florida Statute 497 include, but are not limited to, the following:
 - a. Incinerator facility utilized by Vendor for provision of the cremation services must be licensed as an incinerator facility.
16. Vendor must designate, in writing, either a supervising licensed funeral director or licensed direct disposer.
17. Vendor must possess and provide, upon request, documentation of current certification by the State of Florida, Department of Environmental Protection (FDEP) for proper operation of said incinerator facility. FDEP certification must be updated annually.

Vendor shall have all paperwork and secure the necessary permits and submit verification of all required permits as a condition for contract award.

5. REQUIRED SUBMISSIONS BY SUBMITTAL DUE DATE

1. License(s) for funeral director or direct disposer.
2. License for incinerator facility to be utilized by Vendor for provision of cremation services.
3. Documentation of current certificate by the State of Florida, Department of Environmental Protection (FDEP) for proper operation of incinerator facility.
4. Demonstrate Vendor has minimum of two (2) years' experience performing same or similar type of services in accordance with Florida Statutes 406.50 and 406.51 in compliance with Florida Statute 497.005(43). Also demonstrate Vendor facilities and operation in Okaloosa County.
5. Demonstrate Vendor has existing, sufficient refrigerated storage capacity or can achieve sufficient storage capacity to meet program demand.
6. Unit cost bid submittal in adobe format.

6. TERM

The Agreement will begin when all parties have signed and continue for a three (3) year period with an option of two (2) one (1) year renewals.

By submitting a response to this ITQ, Vendor acknowledges that any contract awarded as a result of this ITQ shall be contingent upon the annual appropriation of funds by the County.

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**GENERAL SERVICES INSURANCE REQUIREMENTS FOR
PROFESSIONAL LIABILITY**

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the

commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence
5. Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL FORMAL QUOTE CONDITIONS

- 1. PRE-QUOTE ACTIVITY** - Proposers are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in via vendor registry:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITQ & Respondent's Acknowledgement form). Any addenda or other modification to the ITQ documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

- 2. PREPARATION OF QUOTE** – The quote forms are included with the solicitation documents. Additional copies may be obtained from the County. The proposer shall submit quotes in accordance with the public notice.

All blanks in the quote forms shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the quote signed. A quote price shall be indicated for each section, quote item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Quote", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any quote which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting quotes may be rejected.

A quote submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A quote submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A quote submitted by an individual shall show the proposer's name and official address.

A quote submitted by a joint venture shall be executed by each joint venture in the manner indicated on the quote form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The quote shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the quote shall be shown.

If the proposer is an out-of-state corporation, the quote shall contain evidence of proposer's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the quote form. Proposer shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF QUOTE DOCUMENTS** – Proposer's shall use the original quote documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the quote documents if sufficient space is not available. Any modifications or alterations to the original quote documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a quote. Any such modification or alteration that a proposer wish to propose must be clearly stated in the proposer's response in the form of an addendum to the original quote documents.
4. **SUBMITTAL OF QUOTE** – A quote shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. The response submitted should be **one (1)** completed document, unless otherwise specified within the solicitation.
5. **MODIFICATION & WITHDRAWAL OF QUOTE** - A quote may be modified or withdrawn by an appropriate document duly executed in the manner that a quote must be executed and delivered to the place where quotes are to be submitted prior to the date and time for the opening of quotes.

If within 24 hours after quotes are opened any proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its quote, that proposer may withdraw its quote, and the quote security may be returned. Thereafter, if the work is requote, that proposer will be disqualified from 1) further quoting on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.
6. **QUOTES TO REMAIN SUBJECT TO ACCEPTANCE** – All quotes will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the quote opening.
7. **IDENTICAL TIE QUOTES** – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE QUOTES** - Okaloosa County specifically reserves the right to reject any conditional quote and quote which make it impossible to determine the true amount of the quote.

9. **PRICING** – The quote price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that quote most responsive to our needs.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this quote or resulting contract when deemed to be in the County’s best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Proposer shall clearly list any change in the manufacturer’s specifications which conflict with the quote specifications. Proposer must also explain any deviation from the formal quote specification in writing, as a foot note on the applicable quote page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their quote. Failure of the proposer to comply with these provisions will result in proposers being held responsible for all costs required to bring the equipment in compliance with quote specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the quote throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF PROPOSERS** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of its quote:
- a. Submission of more than one quote for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
 - c. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant has been reinstated as a qualified proposer.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of formal quote.
 - f. Default under previous contract.
 - g. Listing of the proposer by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF FORMAL QUOTE

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all quotes and will participate in the Recommendation to Award.

- B. The County will award the quote to the responsive and responsible vendor(s) with the highest responsive quote(s), and the County reserves the right to award the quote to the proposer submitting a responsive quote with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all quotes or to waive any irregularity or technicality in quotes received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all quotes, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this quote and to accept the quote that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional quotes and will normally reject those which made it impossible to determine the true amount of the quote.

- 15. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a quote to provide goods or services to a public entity, may not submit a quote with a public entity for the construction or repair of a public building or public work, may not submit quotes on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 16. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a proposer may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 17. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposer s must disclose with their quotes the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all proposers must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For proposer’s convenience, this certification form is enclosed and is made a part of the quote package.

- 18. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Quotes will not be considered from proposers who are currently involved in official financial reorganization or bankruptcy proceedings.
- 19. **INVESTIGATION OF PROPOSER** – The County may make such investigations, as it deems necessary to determine the stability of the proposer to perform the work and that there is no conflict of interest as it relates to the project. The proposer shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
- 20. **CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for

Quotes, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the quote package.

21. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed quotes, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the quotes, proposals, or final replies, whichever is earlier.
22. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Proposer shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Proposer: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the proposer upon termination of the contract.
23. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The proposer shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Proposers doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

24. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Proposer in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Proposer, but Proposer waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Proposer is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

- 25. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the , the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the proposer responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the proposer from the quote list for duration of one (1) year, at the option of the County.
- 26. AUDIT** - If requested, proposer shall permit the County or an authorized, independent audit agency to inspect all data and records of proposer relating to its performance and its subcontracts under this quote from the date of the award through three (3) years after the expiration of contract.
- 27. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION** – Proposer will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 28. NON-COLLUSION** – Proposer certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other proposers. See Florida Statute 838.22.
- 29. UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by proposer or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the proposer is notified or becomes aware of such default, the proposer shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Proposer’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Proposer shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 30. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA-** Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the department of State for Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their quote package to the County. For more information on doing business in the state of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.
- 31. System of Award Management (SAM.gov).** If grant funded, all vendors must be registered in SAM in order to do business with the County. In order to be considered for the project, the vendor must be registered prior to submitting a bid/proposal with the County. Failure to show proof of SAM.gov registration at time of submitting a bid/proposal may deem the vendors bid/proposal unresponsive. You can register for SAM at the below link: <https://sam.gov/content/home>. Note it can take some time for a vendor to get registered for the System of Award Management and as such it is important to start the process as soon as possible to qualify as a responsive vendor.
- 32. FINACIAL STABILITY-** In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

33. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.

RESPONSE DOCUMENT #1:	DRUG-FREE WORKPLACE CERTIFICATION
RESPONSE DOCUMENT #2:	CONFLICT OF INTEREST
RESPONSE DOCUMENT #3:	FEDERAL E-VERIFY
RESPONSE DOCUMENT #4:	CONE OF SILENCE FORM
RESPONSE DOCUMENT #5:	INDEMNIFICATION AND HOLD HARMLESS
RESPONSE DOCUMENT #6:	ADDENDUM ACKNOWLEDGEMENT
RESPONSE DOCUMENT #7:	COMPANY DATA
RESPONSE DOCUMENT #8:	CERTIFICATION REGARDING LOBBYING
RESPONSE DOCUMENT #9:	SWORN STATEMENT – PUBLIC ENTITY CRIMES
RESPONSE DOCUMENT #10:	GOVERNMENTAL DEBARMENT & SUSPENSION
RESPONSE DOCUMENT #11:	VENDORS ON SCRUTINIZED COMPANIES LIST
RESPONSE DOCUMENT #12:	GRANT FUNDED CLAUSES
RESPONSE DOCUMENT #13:	QUOTE SHEET

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
- 4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: March 14, 2023
COMPANY: Family-Funeral & Cremation
ADDRESS: 5627 North Davis Highway
Pensacola, FL 32503

PHONE #: 850-466-5440

SIGNATURE: *Janice A. McNair*
NAME: Janice A. McNair
(TYPED OR PRINTED)

TITLE: Office Manager

E-MAIL: JMcNair@family-funeral.com

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: X

NAME(S)

POTISTION(S)

FIRM NAME: Family-Funeral & Cremation

BY (PRINTED): Christian E. Jensen, Jr.

BY (SIGNATURE): 

TITLE: Owner, President

ADDRESS: 5627 North Davis Highway

Pensacola, FL 32503

PHONE NUMBER: 850-466-5440

E-MAIL: chris.jensen@family-funeral.com

DATE: March 14, 2023

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: March 14, 2023

COMPANY: Family-Funeral & Cremation

ADDRESS: 5627 North Davis Highway
Pensacola, FL 32503

E-MAIL: jmcnair@family-funeral.com

PHONE #: 850-466-5440

SIGNATURE: 

NAME: Janice A. McNair

TITLE: Office Manager

RESPONSE DOCUMENT #4: CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I Chris Jensen JR. representing Family-Funeral & Cremation

Signature

Company Name

on this 14th day of March 2023, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Family-Funeral & Cremation

Proposer's Company Name
5627 North Davis Highway, Pensacola, FL 32503

Physical Address
5627 North Davis Highway, Pensacola, FL 32503

Mailing Address
850-466-5440

Phone Number
850-814-4476

Cellular Number
March 14, 2023

Date



Authorized Signature – Manual
Christian E. Jensen, Jr.

Authorized Signature – Typed
Owner, President

Title
850-912-8908

FAX Number
850-466-5440 (24 hrs day/7 days week)

After-Hours Number(s)

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
ITQ BOCC 35-23

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

1

ITQ BOCC 35-23

3/23/2023

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

CEG.

3/31/23



ADDENDUM 1

March 23, 2023

ITQ BCC 35-23

Body Removal and Storage of Remains, Unclaimed Remains and Indigency Cremation

Please find attached the Document and information below, for the above referenced Addendum No. 1. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum No. 1 is to respond to questions from potential vendors.

1. On page 5, statement ii: In the event a transported case is later transferred by next of kin for alternate arrangements, the Vendor will seek direct reimbursement costs from the receiving funeral home with burial arrangements and/or next of kin. Under Florida law, the receiving funeral home and/or next of kin are not obligated to pay for the transport fees. So in essence statement iv is stating that the vendor would have to (a) attempt to collect the debt, (b) submit written attestations of such attempts and justification for review and approval of qualifying charges that are not to exceed more than 15% of the total monthly cases. That seems to be repeating statement ii which again, under Florida law, the receiving funeral home and/or next of kin are not obligated to pay. Vendors that submit quotes must agree to seek reimbursement for any service already performed (i.e., removal, storage) from the person(s)/organization making the private arrangements. Should the Vendor be unable to collect their fee in this manner, they may submit an invoice to the County for reimbursement, but only after exhausting all attempts to recover this fee from the private parties. Vendor must wait all thirty (30) days for the person/organization to make the payment before seeking reimbursement from the County. County will pay these expenses at the contracted rate. Vendor shall attach documentation to the invoice indicating attempts to collect these expenses. Vendor shall reimburse the County for any previous County expenditures in the event a Private Pay case occurs.
2. On page 6, statement iii- Unclaimed remains- Vendor will coordinate with the Okaloosa County Administration Office for referral to the Okaloosa County Lazarus Field project for burial on November 2 of each year, following the at least the 12 month anniversary of the cremation. Florida Law states that if cremated remains are not claimed **within 120 days** from the date of cremation, the crematory or funeral home may dispose of the cremated remains in a dignified manner to be determined by the crematory or funeral home. On page 45, Attachment A, Disposition of Deceased Unclaimed Indigent Policy Procedure, our policy has been that if the family has not claimed the remains after the

state mandated 120 days, the remains will be scattered at sea and a certificate will be placed in the decedent's file with coordinates, time and date of scattering in the event anyone comes forward later to claim. Is the matter of unclaimed remains negotiable? No. Vendors that submit quotes must agree to store unclaimed remains for a period of at least the 12-month anniversary of the cremation, and then coordinate with Okaloosa County to transmit unclaimed remains to Beal Memorial Cemetery in Fort Walton Beach in conjunction with its annual November 2 Lazarus Project Memorial Service.

3. Page 7, Transport records, section i number 7- BRT permit number assigned to transport. Please explain what is actually being requested at time of transport. This is referring to a Burial Transit Permit. Pursuant to Florida Statute 382.006, The funeral director who first assumes custody of a dead body or fetus must obtain a burial-transit permit before final disposition and within 5 days after death. The funeral director shall provide the electronic burial-transit permit generated from the electronic death registration system, or a manually produced permit, to the person in charge of the place of final disposition.
4. Page 52, Attachment D is the Draft Contract. Because this is a draft and not an offer, we would prefer to complete upon approval. Would that be an issue? Vendors are not required to sign or complete a contract as part of the proposal process. Any objections to the contract must be raised at time of submittal of the proposal, otherwise bidder waives to right to object to the proposed contract. An objection does not guarantee that the County will revise the agreement.

The Opening date remains March 28, 2023 at 3 p.m. (C.S.T.).

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: CEJ South, Inc

Physical Address & Phone #: DBA Family-Funeral & Cremation
DBA Regional Removal Care
DBA NWFL Mortuary Services
5627 North Davis Highway, Pensacola, FL 32503
101 Mary Esther Blvd, Mary Esther, Florida 32569
4020 North Davis Highway, Pensacola, FL 32503

Contact Person (Typed-Printed): Christian E. Jensen, Jr.

Phone #: 850-466-5440

Cell #: 850-814-4476

Federal ID or SS #: 59-3634789

DUNNS/SAM #: N/A

Respondent's License #: F071238

Additional License – Trade and Number: All Funeral Related

Fax #: 850-912-8908

Emergency #'s After Hours,
Weekends & Holidays: 850-466-5440 (24 hrs day/7 days week)

Disadvantaged Business
Enterprise (Details) N/A

RESPONSE DOCUMENT #8: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20


APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

  Signature of Contractor's Authorized Official

Christian E. Jensen, Jr. Name and Title of Contractor's Authorized Official

March 14, 2023 Date

RESPONSE DOCUMENT #9: SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for CEJ South, Inc DBA Family-Funeral & Cremation

2. This sworn statement is submitted by Christian E. Jensen, Jr.

whose business address is: 5627 North Davis Highway, Pensacola, FL 32503

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is Janice A. McNair and my relationship to the entity named above is Employee/Office Manager

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: March 14, 2023 Signature: *[Signature]*

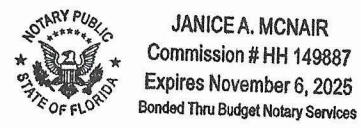
STATE OF: Florida

COUNTY OF: Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this

14th day of March, in the year 2023.

My commission expires: 11/6/2025
[Signature]
Notary Public
Janice A. McNair



Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Type of ID

RESPONSE DOCUMENT #10: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available

to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Christian E. Jensen, Jr., Owner, President

Printed Name and Title of Authorized Representative



Signature


March 14, 2023

Date

RESPONSE DOCUMENT #11: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate CEJ South, Inc or affiliated companies, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: March 14, 2023 SIGNATURE: 

COMPANY: CEJ South, Inc and affiliated companies NAME: Christian E. Jensen, Jr.
(Typed or Printed)

ADDRESS: 5627 North Davis Highway TITLE: Owner, President
Pensacola, FL 32503 E-MAIL: chris.jensen@family-funeral.com

PHONE NO.: 850-466-5440

RESPONSE DOCUMENT #12 GRANT FUNDED CLAUSES

This Exhibit is hereby incorporated by reference into the main *Procurement*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used

when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, 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 *Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the *Proposer’s* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer’s* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the *Proposer* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the

proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently debarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive **Federal or State** grant funding. Requirement: [*proposer/consultant/contractor*] will retain of all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

Federal Changes: *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under a *resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a *resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications

equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.


Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a *resulting contract*.

The Office Manager on behalf of CEJ South, Inc the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE: March 14, 2023
COMPANY: CEJ South, Inc
ADDRESS: 5627 North Davis Highway
Pensacola, FL 32503

E-MAIL: jmcnair@family-funeral.com
PHONE NO.: 850-466-5440

SIGNATURE: 
NAME: Janice A. McNair
TITLE: Office Manager

Attachment "B"
List of Subcontractors

The following is a complete list of all subcontractors which will be utilized for this project:

1.

Company Name	Type of Work
Address	Telephone Number
City, State, Zip	Federal ID Number

2.

Company Name	Type of Work
Address	Telephone Number
City, State, Zip	Federal ID Number

3.

Company Name	Type of Work
Address	Telephone Number
City, State, Zip	Federal ID Number

Standard Contract Clauses

Attachment "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its FACILITY as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.;
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 *et seq.* and/or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities

(42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

- a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;

- b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

EXHIBIT "B"
GENERAL INSURANCE REQUIREMENTS

GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows:
Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

EXHIBIT "C"

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

Standard Contract Clauses

Attachment “C”

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

2. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
3. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
4. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
5. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its FACILITY as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
6. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
7. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.;
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 *et seq.* and/or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities

(42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

- a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;

- b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

EXHIBIT "D"
VENDORS ON SCRUTINIZED LIST

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate CEJ South, Inc, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: May 22, 2023

COMPANY: CEJ South, Inc

ADDRESS: 5627 North Davis Highway
Pensacola, FL 32503

PHONE NO.: 850-466-5440

SIGNATURE: *Janice McNair*

NAME: Janice McNair
(Typed or Printed)

TITLE: Office Manager

E-MAIL: jmcnair@family-funeral.com

EXHIBIT “E”
UNCLAIMED INDIGENT DECEASED POLICY & PROCEDURE

RESOLUTION 23 - 11

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY; ESTABLISHING POLICIES AND PROCEDURES FOR THE DISPOSITION OF THE REMAINS OF UNCLAIMED OR INDIGENT DECEASED PERSONS; PROVIDING FOR APPLICATION; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the provisions of Chapter 406, Florida Statutes authorizes the adoption of procedures by a County for the disposition of the remains of unclaimed or indigent deceased persons; and

WHEREAS, the County finds it to be in the best interest of the health, welfare, and safety of its citizens in establishing a uniform policy and procedure for the disposition of the remains of unclaimed or indigent deceased persons.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Okaloosa County as follows:

SECTION 1 – Adoption of the Policy and Procedures

The Board does hereby adopt the policy and procedures for disposition of the remains of unclaimed or indigent deceased persons which are attached hereto as Exhibit “A”.

SECTION 2 – Application of the Policy and Procedures

Such procedures shall apply uniformly throughout all areas of Okaloosa County.

SECTION 3 – Repealer

With the adoption of the policy and procedures attached hereto as Exhibit “A” any and all previously adopted policies and procedures are hereby repealed.

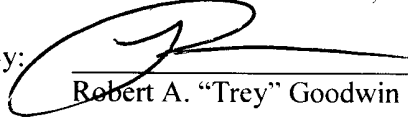
SECTION 4 – Effective Date.

The Resolution shall take effect immediately upon adoption.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, THIS 7th DAY OF FEBRUARY 2023.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

By:



Robert A. "Trey" Goodwin III, Chairman

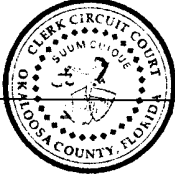


ATTEST:

By:

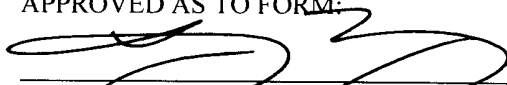


J.D. Peacock II,
Clerk of the Court



APPROVED AS TO FORM:

By:



Lynn M. Hoshihara, County Attorney

Exhibit "A"

OKALOOSA COUNTY POLICY AND PROCEDURE REGARDING DISPOSITION OF THE REMAINS OF DECEASED UNCLAIMED OR INDIGENT PERSONS

PURPOSE

The purpose of this policy and procedure is to provide uniform guidelines pursuant to Chapter 406, Florida Statutes for the determination of unclaimed or indigent deceased and the cremation of the remains of unclaimed or indigent deceased persons which are required, by law, to be disposed of at public expense (the "Program").

OVERVIEW

Florida law states that all counties are charged with the burial of unclaimed or indigent bodies at the county's expense. The law was enacted to ensure that unclaimed or indigent bodies are properly disposed of for public health purposes. Okaloosa County does not supplement funeral expenses.

In Okaloosa County, County staff works to determine the eligibility of the deceased for the Program. After identified for eligibility by staff, all unclaimed or indigent cremations are coordinated between a local funeral home and Okaloosa County through contract. Annually, the County participates in a community sponsored, award winning, event known as the Lazarus Project to put to rest in a County owned plots the cremains of the individuals. In 2019 forty-seven (47) deceased, in 2020 fifty-two (52) deceased, in 2021 forty-nine (49) deceased and in 2022 forty-nine (49) deceased met the criteria, as set forth in statute, for this Program.

POLICY AND PROCEDURE

Definitions

Definitions as used in this policy are:

"Indigent person" means persons whose family income does not exceed 100 percent of the current federal poverty guidelines prescribed for the family's household size by the United States Department of Health and Human Services.

"Unclaimed remains" means human remains that are not claimed by a legally authorized person (as defined in section 497.005, Florida Statutes), other than a medical examiner or the Board of County Commissioners, for final disposition at the person's expense.

"Designated person/ or Designated Entity" means the County personnel or entity awarded a County contract to perform the services of determining eligibility of a deceased for the Program and/or for the proper disposal of the deceased's remains.

Qualifications under the Program

In accordance with Chapter 406, Florida Statutes, this Program is applicable to a deceased person who meets the following criteria:

1. Was unclaimed by any relative by blood or marriage, friend, fraternal society, charitable or religious organization, or governmental agency providing residential care to the deceased at the time of his or her death and there is no court order affecting the disposal of the remains of the deceased; or
2. The Deceased is determined by the County or Designated Entity to be indigent and the deceased's relatives and or friends have refused to claim the body.

Procedures Necessary to determine Qualifications

Determination of indigence is the responsibility of a Designated entity or County personnel. Currently, the program is administered by County personnel. Upon notification by a reporting individual that a person appears to be unclaimed or indigent, the Designated entities or County personnel shall first have the reporting individual provide them with information on the intake form created by the County Administrator's office with the assistance of the County Attorney's office. Upon receipt of the intake form the following steps shall be taken:

1. Confirmation that the deceased died in Okaloosa County, Florida. If the deceased did not die within the County the deceased does not qualify for the Program and should be referred to Board of County Commissioners in the county in which the individual died.
2. Efforts to contact the next of kin shall be made to determine whether the deceased's remains will be claimed. If the next of kin will not claim the deceased's remains, a request shall be made of the next of kin that they execute the waiver and hold harmless form created by the County Administrator's Office in conjunction with the County Attorney's Office.
3. Efforts shall be made to determine whether the deceased is a United States Armed Forces veteran and whether the deceased is entitled to a burial in a national cemetery as a veteran of the Armed Forces. If so, arrangements shall be made for such services in accordance with the provisions of 38 C.F.R. For purposes of this section, "a reasonable effort" includes contacting the Okaloosa County Veterans Service Officer or regional office of the United States Department of Veterans Affairs. To ensure that the County has taken every precaution to determine veteran status of decedents, there will be three steps:
 - a. Seek verification from the Social Security Office if they have any records of veteran status. They only have knowledge of veteran status if the decedent has ever provided them with documentation specific to Veteran benefits.
 - b. Reach out to the Okaloosa County Department of Veteran's Affairs with the name, DOB, and social security number; or

- c. If steps a and b do not yield a positive veteran status, call the Department of Veteran Affairs (GCVHCS) at 228-523-5122 to inquire as to the decedent's status as a veteran. This office may also be able to assist with locating next of kin for the deceased veteran.
4. Notify the State Anatomical Board located at the University of Florida Health Science Center, if the deceased meets the criteria as set forth in section 406.50, Florida Statutes. Notification of the anatomical board is NOT required if the following apply:
 - a. The unclaimed remains are decomposed or mutilated by wounds;
 - b. Deceased had a contagious disease;
 - c. Autopsy was performed on the remains;
 - d. The deceased was a veteran of the United States Armed Forces, United States Reserve Forces, or National Guard and is eligible for burial in a national cemetery or was the spouse or dependent child of a veteran eligible for burial in a national cemetery;
 - e. Relative, by blood or marriage, claims the body for burial at the expense of the relative, member, or a representative of a fraternal society of which the deceased was a member, or a representative of any charitable or religious organization, or a governmental agency which was providing residential care to the indigent person at the time of his or her death claims the body for burial at their expense.

If the body is accepted by the State Anatomical Board, the Designated Entities shall proceed according to subsection 406.50(2), Florida Statutes. Such accepted body shall be delivered to the Anatomical Board as soon as possible. The Anatomical Board shall be responsible for the cost of preparation and transportation of the body to the Center. If the body is not accepted, the Funeral Home shall proceed with the disposal of the deceased's body.

5. Documentation shall be made and a record kept by the County personnel or Designated Entity, which certifies that reasonable attempts have been made to:
 - a. Identify and notify any relatives, friends, fraternal society, charitable or religious organization or governmental agency which provided care to the deceased; or
 - b. Determine whether the deceased was indigent.
 - c. When possible, the Designated Entity shall obtain written documentation and hold harmless from any next of kin verifying that they are not claiming the body. If the next of kin fails to provide the executed forms, the County personal or Designated Entity shall provide ten (10) days from mailing written notice to the next of kin via U.S. Certified mail return receipt, when possible, setting forth that the County shall proceed forward with the process.

Authority to Contract for Services Under Policy

The Board of County Commissioners may enter into an agreement with an entity operating within the State of Florida (“Designated Entities”) to provide any or all of the services under this policy and to make determinations regarding the disposal of deceased remains in accordance with this policy. Such Designated Entities shall satisfy all requirements of the State of Florida to perform the services under this policy and Chapter 406, Florida Statutes. If more than one Designated Entity is utilized for purposes of this policy, said Designated Entity will be included on a list and assigned services on a rotational basis. The list of Designated Entities shall be utilized in determining where to send the remains of unclaimed deceased persons.

If no Designated Entity within Florida is capable of fulfilling the services set forth in this policy in a reasonable and cost-effective manner, then the Board may designate those responsibilities to the County Administrator and his or her designee or department to ensure that the procedures are followed. Presently, as of January 1, 2023, the County Administrator's office is designated to fulfill the obligations set forth herein as it relates to determination of the deceased to qualify for the Program. A Designated Entity is under contract to dispose of the deceased as set forth in greater detail below.

Disposition of Remains by Cremation

After it is determined that the remains are unclaimed or indigent, the Designated Entity shall dispose of the remains.

1. Direct cremation is the only approved form of disposal unless otherwise authorized by court order. With the exception of unknown persons. Should a deceased be unidentified such remains shall not be cremated.
2. A funeral home or person licensed under Chapter 497, Florida Statutes, is not liable for any damages resulting from cremating such human remains at the written direction of the Board of County Commissioners or its designee.

Duration of time for Cremains to be held and Recovery of Cremains

Cremains shall be held at a location designated by the Designated Entities for a period of no less than 120 days from the date of cremation as provided for in section 497.607(2), Florida Statutes. Prior to internment or proper disposal of the cremains, should county cremation expenses be reimbursed to the County by a relatives, friends, fraternal society, charitable or religious organization or governmental agency which provided care to the deceased or if the family member is also found to be indigent, which shall be determined by providing sufficient proof of indigence, the Designated Entities shall release the cremains to said individual/entity upon execution by said individual/entity of a hold harmless form provided by the County.

If the cremains are not claimed after this period, they will continue to be held by the Designated Entities until proper disposal as provided or allowed by law in Chapter 497, Florida Statutes or as otherwise designated by the County, such as through the Lazarus Project.

Recoupment of Funds for Cremation

Upon receiving and paying for an invoice to cremate a deceased individual, the County shall record a notice of Funeral, Internment, and Grave Marker Expenses Paid by the County in the public records under the deceased's name.

County Administration and the County Attorney's office are authorized, where feasible to make attempts to recover expense(s) from the following resources to recoup the cost for cremation: 1) Social Security Lump Sum Benefits; 3) any probate administration of the deceased's estate; and/or 3) Miscellaneous Resources, i.e. Nursing Homes, cash estates, assets in bank, life insurance, etc.

No Effect on Medical Examiner and or Court

This policy does not affect the right of a medical examiner to transport or hold human remains for the purpose of investigating the cause of death or the right of any court of competent jurisdiction to enter an order affecting the disposition of such remains.