

**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA  
AND LEWIS FUNERAL HOMES**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made this 22nd, day of June, 2021, by and between Santa Rosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 6495 Caroline Street, Milton, Florida 32570, and Lewis Funeral Homes a for profit organization authorized to do business in the State of Florida a whose mailing address is 6405 Highway 90 West, Milton, Florida, 32570 (hereinafter referred to as “Contractor”) whose Federal I.D. # is 59-1420510.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide Indigent Cremation (“Services”); and

**WHEREAS**, pursuant to the Santa Rosa County Purchasing Manual, the County issued an Invitation to Bid to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement 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 in accordance with the pricing as provided in ITB 21-037 as further detailed below.

**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.

Attachment “A” – ITB 21-037 and Contractor’s Response;

Attachment “B” – Insurance Requirements;

Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment “D” – Scrutinized Companies Certification;

**2. Services.** Contractor agrees to perform the following services, Indigent Cremation and Removal and Storage of Bodies. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. 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.

**3. Term and Renewal.** The term of this Agreement shall begin July 1, 2021 and shall continue for a period of Four (4) years from the date of full execution of this Agreement, 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 not be renewed;

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, as outlined in the Contractor's response.

- a. Contractor shall submit an invoice to the County upon completion of each task. 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. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

- c. 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.
- d. 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.

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

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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.
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- 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 Santa Rosa 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, WANDA PITTS, (850) 963-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov), 6945 Caroline Street, Milton, FL 32570.**

**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:

<b>If to the County:</b>		<b>With a copy to:</b> Department 6495 Caroline Street, Suite Milton, FL 32570
<b>If to the Contractor:</b>		Lewis Funeral Homes 6405 Hwy 90 West Milton, FL 32570

**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

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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 bid 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.

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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.

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**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 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 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 listed in Section 1.

**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.

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

WITNESS:



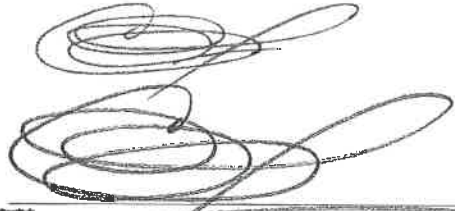
Signature

Erin Auerbach

Print Name



BY:



Cynthia Helms-Price L.F.D.  
Chief Operating Officer

ATTEST:



SANTA ROSA COUNTY, FLORIDA

  
Donald C. Spencer, Clerk of Court

BY:



David C. Piech, Chairman  
on behalf of the Chairman  
Robert A "Bob" Cole, Vice-Chairman

**Attachment “A”**

# **SANTA ROSA COUNTY, FLORIDA**



## **ITB 21-037 Indigent Cremation Services**

**June 2021**

**OWNER: BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER  
ROBERT A. "BOB" COLE  
JAMES CALKINS  
DAVE PIECH  
COLTEN WRIGHT**

**-DISTRICT I  
-DISTRICT II  
-DISTRICT III  
-DISTRICT IV  
-DISTRICT V**



**SECTION I.**  
**INVITATION TO BID**

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## MEMORANDUM

TO: Company Addressed DATE: May 28, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: **ITB 21-037 Indigent Cremation Services**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for indigent cremation services within Santa Rosa County.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and **must be received by 10:30 a.m. on June 14, 2021** at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "**ITB 21-037 Indigent Cremation Services**". Please provide the original proposal, labeled "ORIGINAL", and one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: <https://www.santarosa.fl.gov/391/Procurement-Office> "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at [bidinfo@santarosa.fl.gov](mailto:bidinfo@santarosa.fl.gov) prior to **4:30 p.m. on June 4, 2020**.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida

**SECTION II.**  
**STD ITB – BID INSTRUCTIONS, SUBMITTAL**  
**REQUIREMENTS AND GENERAL BID**  
**REQUIREMENTS**

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# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **PRE-BID ACTIVITY**

Except as provided in this section, respondents 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 writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; [Bidinfo@santarosa.fl.gov](mailto:Bidinfo@santarosa.fl.gov).

All questions or inquiries must be received no later than the last day for questions stated in the ITB & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

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.

## **PROPOSED SCHEDULE**

Invitation to Bid Published	May 29, 2021
Deadline for Questions	June 4, 2021 @ 4:30 p.m.
Bids Due	June 14, 2021 @ 10:00 a.m.

## **PREPARATION OF BID**

A Bid form is included in these specifications. The Owner may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “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 bid 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 bids may be rejected.

A bid 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 bid 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

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid 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. Santa Rosa County does not accept electronic signatures in bid submissions.

The bid 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 bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent'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 bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The Bid shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Bids must include lump sum pricing. Use Bid Form provided in this document. All proposed fees and costs must be broken down and disclosed in the bid.

### **SUBMITTAL OF BID**

A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**ITB 21-037 Indigent Cremation Services**", name of bidder and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

Each contractor's submittal shall include all the items listed on the Bidders Submission Checklist, in order, with the Checklist on the top of the submission.

### **INTEGRITY OF BID DOCUMENTS**

Respondents shall use the original Bid documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **WITHDRAWAL OF SUBMITTALS**

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

## **INTERPRETATION**

No oral interpretation will be made to any Bidder as to the meaning of the drawings or specifications. Every interpretation made to a Bidder will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

## **BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All bids will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the bid opening. The County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

## **CONDITIONAL & INCOMPLETE BIDS**

Santa Rosa County specifically reserves the right to reject any conditional bid.

## **ADDITION/DELETION OF ITEM**

The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

## **SPECIFICATION EXCEPTIONS**

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

## **FAMILIARITY WITH LAWS**

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 bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **EXAMINATION OF DOCUMENTS AND SITE**

Before submitting their proposal, the Bidder shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Bidder shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

## **RIGHT TO REJECT PROPOSAL**

The Owner reserves the right to waive informalities in bids to reject any or all bids with or without cause and accept the bid that in its judgment is in the best interest of the County.

## **DISQUALIFICATION OF RESPONDENTS**

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

## **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

## **REVIEW OF PROCUREMENT DOCUMENTS**

Per Florida Statute 119.071 (1) 2, sealed bids, 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 bids,

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

proposals, or final replies, whichever is earlier.

### COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (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 respondent upon termination of the contract.

**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 (850) 983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.**

### SUSPENSION OR TERMINATION FOR CONVENIENCE

The County may, at any time, without cause, order Respondent 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 Respondent, but Respondent 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 Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

### FAILURE OF PERFORMANCE/DELIVERY

In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.



# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## **AUDIT**

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

## **NON-COLLUSION**

Respondent 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 respondents. See Florida Statute 838.22.

## **PUBLIC ENTITY CRIME INFORMATION**

Pursuant to Florida Statute 287.133, a respondent 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.

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

## **INVESTIGATION OF RESPONDENT**

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

## **CONE OF SILENCE CLAUSE**

The Santa Rosa 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 Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

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

## **EVALUATION OF BIDS AND AWARD OF CONTRACT**

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Bidders, the County may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bid Form.

Santa Rosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Santa Rosa County reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately, and no attempt is to be made to tie any item or items to any other item or items.

### **FORM OF AGREEMENT:**

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

Contractor is responsible for submitted along with their response any exceptions it has to the standard terms of contract, within the attached sample contract. Failure to submit exceptions at time of submittal of the response will be considered a waiver by bidder to contest or request exception to the contract provisions. Any exceptions to the standard terms of contract will be taken into consideration as part of the County's review of the response. The County reserves the right to reject bids depending on the substance of the exceptions.

**SECTION III.**  
**SANTA ROSA COUNTY DOCUMENTS AND FORMS**

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## BID SUBMISSION CHECKLIST

**ITB 21-037 Indigent Cremation Services**

**Company:** \_\_\_\_\_

- \_\_\_\_\_ Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- \_\_\_\_\_ 1 Original Bid Package and 1 Electronic Copy in .pdf on a CD or USB Drive
- \_\_\_\_\_ Bid Submittal Checklist attached to top of Original Bid Package
- \_\_\_\_\_ Bid Form
- \_\_\_\_\_ Cone of Silence
- \_\_\_\_\_ Sworn Statement Public Entity Crimes
- \_\_\_\_\_ Debarment Form
- \_\_\_\_\_ References Form
- \_\_\_\_\_ Conflict of Interest Form
- \_\_\_\_\_ Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- \_\_\_\_\_ Proof of Registration with State of Florida Division of Corporations (Sunbiz.org)

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Print)

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

Title: \_\_\_\_\_

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



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## BID FORM

(May be copied by the Bidder on his own letterhead)

TO: Santa Rosa County Procurement Department  
Attention Procurement Officer  
6495 Caroline Street, Suite L  
Milton, Florida 32570

REFERENCE: **ITB 21-037 Indigent Cremation Services**

To whom it may concern,

I, \_\_\_\_\_ have received and reviewed the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled **ITB 21-037 Indigent Cremation Services**, prepared by Santa Rosa County.

I have also received Addenda Numbers \_\_\_\_\_ and have included their provisions in my Bid.

In submitting the Bid, I agree:

1. To hold my bid in full force and effect for a period of sixty (60) calendar days after the time of the opening of this Bid.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Guarantee.
3. To enter into and execute a Contract within 10 (ten) calendar days after said Contract is delivered to me, if awarded on the basis of this Bid.
4. To accomplish the work in accordance with the Contract Documents.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## Removal and Storage of Bodies

Removal: \_\_\_\_\_ \$ \_\_\_\_\_ .

Storage: \_\_\_\_\_ \$ \_\_\_\_\_ .

Minimum Total: \_\_\_\_\_ \$ \_\_\_\_\_ .

## Indigent Cremation

Removal: \_\_\_\_\_ \$ \_\_\_\_\_ .

Cremation: \_\_\_\_\_ \$ \_\_\_\_\_ .

Minimum Total: \_\_\_\_\_ \$ \_\_\_\_\_ .

FIRM: \_\_\_\_\_

BY (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

EMAIL \_\_\_\_\_



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONE OF SILENCE FORM

*SRC Procurement Form COS 013\_01\_091619*

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 Procurement 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 Procurement Officer or an appointed representative. It shall be the Procurement Officers 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, \_\_\_\_\_ representing \_\_\_\_\_  
(Print) (Company)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020 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.

\_\_\_\_\_  
(Signature)



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

*SRC Procurement Form SSPEC 016 01 091619*

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

1. This sworn statement is submitted with Bid, Proposal or Contract for: \_\_\_\_\_  
\_\_\_\_\_
2. This sworn statement is submitted by, \_\_\_\_\_, whose business address is, \_\_\_\_\_, and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records 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 Paragraph 287 .133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly 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 paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract 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.





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

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

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (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 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)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

STATE OF FLORIDA  
COUNTY OF: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Notary Public



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## DEBARMENT FORM

*SRC Procurement Form Debar 022\_00\_082719*

### Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Solicitation Name \_\_\_\_\_ # XX-XXX \_\_\_\_\_



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## REFERENCES FORM

*SRC Procurement Form Memo 024\_00\_082719*

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME \_\_\_\_\_  
PROPOSAL POINT OF CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

### REFERENCE I.

PROJECT NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

PROJECT COST: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

---

---

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

---

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## REFERENCE II.

PROJECT NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

PROJECT COST: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

\_\_\_\_\_  
\_\_\_\_\_

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

\_\_\_\_\_  
\_\_\_\_\_

## REFERENCE III.

PROJECT NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

PROJECT COST: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

\_\_\_\_\_  
\_\_\_\_\_

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

\_\_\_\_\_  
\_\_\_\_\_



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## REFERENCE IV.

PROJECT NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

PROJECT COST: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

\_\_\_\_\_  
\_\_\_\_\_

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

\_\_\_\_\_  
\_\_\_\_\_

## REFERENCE V.

PROJECT NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

PROJECT COST: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

\_\_\_\_\_  
\_\_\_\_\_

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

\_\_\_\_\_  
\_\_\_\_\_



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONFLICT OF INTEREST DISCLOSURE FORM

*SRC Procurement Form COS 027\_00\_091319*

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa 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: \_\_\_\_\_

Name(s)

Position(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

PHONE NO: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

**Santa Rosa County**  
**Insurance Requirements**  
**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.



## Insurance Checklist

Proposal/Project Reference: **ITB 21-037 Indigent Cremation Services**

Required Coverage (Marked by "X")	Minimum Limits
1. <input type="checkbox"/> Workers Compensation Proprietor/Executive Officers Exclusion not allowed	\$100,000. Employers Liab. \$100,000. Accident –Disease \$500,000. Disease policy Limit
2. <input type="checkbox"/> Commercial General Liability Including Premises operations-Products completed ops Contractual Liability and Personal and advertising Liability	\$1,000,000. CSL \$2,000,000. Annual Aggregate
3. <input type="checkbox"/> Automobile Liability – including Hired and Non-Owned	\$1,000,000. CSL
4. <input type="checkbox"/> Professional Liability coverage	\$1,000,000. Per Occurrence
5. <input type="checkbox"/> Asbestos Removal Liability	\$2,000,000. Per Occurrence
6. <input type="checkbox"/> Medical Malpractice	\$1,000,000 Per Occurrence
7. <input type="checkbox"/> Garage Liability	\$1,000,000. BI/PD- Occurrence
8. <input type="checkbox"/> Garage Keepers Liability	\$500,000. Comprehensive \$500,000. Collision
9. <input type="checkbox"/> Inland Marine- Bailee’s Insurance	\$ _____
10. <input type="checkbox"/> Moving and Rigging Floater	Endorsement to CGL
11. <input type="checkbox"/> Crime/Dishonesty Bond	\$ _____
12. <input type="checkbox"/> Builders Risk/Installation Floater – Provide coverage in Full amount of Contract.	
13. <input type="checkbox"/> Owner’s Protective Liability	\$ _____
14. <input type="checkbox"/> Excess/Umbrella Liability	\$ _____
15. <input checked="" type="checkbox"/> Funeral Home Errors and Omissions Coverage	\$ 500,000.00 Per Occurrence

## General Requirements

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

Approved by the BOCC March 23, 2021

**SECTION IV.**  
**PROJECT MANUAL, SPECIFICATIONS, PLANS AND**  
**SUPPORTING DOCUMENTATION**

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## **SCOPE OF SERVICES:**

### **REMOVAL AND STORAGE OF BODIES**

1. 24 hours a day, 7 days a week coverage of Santa Rosa County.
2. The Contractor agrees to maintain an operable telephone service at all times.
3. Removal will require at least 2 removal agents at each scene of death.
4. A response time limit of one hour preparation time plus travel time will be required, after receiving notification from Medicolegal Investigator.
5. Carry all necessary documents, insurance, permits, etc., per Florida Statutes.
6. Provide necessary vehicle for transportation of bodies along with the proper removal equipment.
7. Provide proper storage facilities for the bodies.

### **INDIGENT CREMATION**

1. The determination of indigence is placed on the referring/requesting source, i.e. nursing home, hospital, county morgue, etc.
2. Pickup and transportation of the deceased may be required.
3. Pickup and transportation of deceased from the County Medical Examiner's Office may be required.
4. Pickup and transportation of deceased from nursing home, hospital private home, etc. may be required involving situations where the deceased's family members are unsure how the deceased will be handled. Any funeral home fees resulting will be handled with the deceased's survivors. In the event the county is responsible the contract price will prevail.
5. This contract will be for cases within Santa Rosa County.
6. The county does not provide a funeral service/viewing or financial assistance toward a funeral service.
7. Upgrades to the county's arrangements with the contracted agency will not be permitted.



**SANTA ROSA COUNTY  
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

**BID SUBMISSION CHECKLIST**

**ITB 21-037 Indigent Cremation Services**

Company: Lewis Funeral Homes

- Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Bid Form
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- References Form
- Conflict of Interest Form
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- Proof of Registration with State of Florida Division of Corporations (Sunbiz.org)

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: Lewis Funeral Home

By: Cynthia Helms-Price  
(Print)

Signature: [Signature]

Title: Chief Operating Officer / Manager

Date: 6-14-2021

witness:

[Signature]  
Michael S. Lewis

Secretary / Treasurer



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## BID FORM

(May be copied by the Bidder on his own letterhead)

TO: Santa Rosa County Procurement Department  
Attention Procurement Officer  
6495 Caroline Street, Suite L  
Milton, Florida 32570

REFERENCE: **ITB 21-037 Indigent Cremation Services**

To whom it may concern,

I, Cynthia Helms-Price, L.F.D. have received and reviewed the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled **ITB 21-037 Indigent Cremation Services**, prepared by Santa Rosa County.

I have also received Addenda Numbers #1 and have included their provisions in my Bid.

In submitting the Bid, I agree:

1. To hold my bid in full force and effect for a period of sixty (60) calendar days after the time of the opening of this Bid.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Guarantee.
3. To enter into and execute a Contract within 10 (ten) calendar days after said Contract is delivered to me, if awarded on the basis of this Bid.
4. To accomplish the work in accordance with the Contract Documents.





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

### Removal and Storage of Bodies

Removal: \_\_\_\_\_ \$ 297 .50  
 Storage: \_\_\_\_\_ \$ 297 .50  
 Minimum Total: \_\_\_\_\_ \$ 595 .00

### Indigent Cremation

Removal: \_\_\_\_\_ \$ 297 .50  
 Cremation: \_\_\_\_\_ \$ 297 .50  
 Minimum Total: \_\_\_\_\_ \$ 595 .00

FIRM: Lewis Funeral Homes

BY (print): Cynthia Helms-Price, L.F.D

witness

Michael S. Lewis, L.F.D

SIGNATURE: [Signature]

x

[Signature]

TITLE: chief operating officer/Manager

secretary treasurer

DATE: 6-14-2021

MAILING ADDRESS 6405 Hwy 90 West  
Milton Fla 32570

PHONE (850) 623 2243 FAX (850) 623 6345

EMAIL lfh@lewisfuneralhomes.net



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONE OF SILENCE FORM

SRC Procurement Form COS 013\_01\_091619

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 Procurement Department Staff.

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

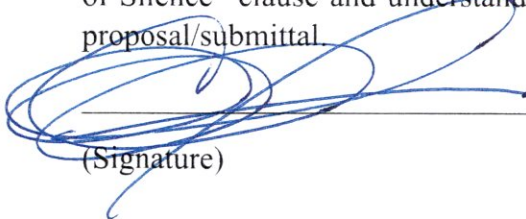
Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

**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, Cynthia Helms - Price <sup>L.F.D</sup> representing Lewis Funeral Homes  
(Print) (Company)

On this 14<sup>th</sup> day of June 2020 <sup>and</sup> 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.

  
(Signature)

  
Michael S. Lewis





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

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

1. This sworn statement is submitted with Bid, Proposal or Contract for: ITB 21-037  
Indigent Cremation Service
2. This sworn statement is submitted by, Lewis Funeral Homes, whose business address is, 6405 Hwy 90 West, Milton FL 32570, and (if applicable) Federal Employer Identification Number (FEIN) is 59-1420510 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is Cynthia Helms-Price, L.F.D. and my relationship to the entity named above is Chief Operaty Officer / Manager (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records 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 Paragraph 287 .133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly 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 paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract 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.





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

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

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (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 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)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

Cynthia Helms-Peice L.F.D.  
Name

[Signature]  
Signature

6-14-2021  
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of June 6, 2021, and is personally known to me, or has provided personally known as identification.

STATE OF FLORIDA  
COUNTY OF: Santa Rosa  
My Commission expires: \_\_\_\_\_

Notary Public



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## DEBARMENT FORM

SRC Procurement Form Debar 022\_00\_082719

### Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Cynthia Helms-Price LFD Title: Chief operating officer/manager  
 Signature: [Signature] x Michael S. Lewis  
 Firm: Lewis Funeral Home Michael S. Lewis  
 Street Address: 6405 Hwy 90 West Secretary treasurer  
 City: Milton  
 State: FL Zip Code: 32570  
 Solicitation Name \_\_\_\_\_ # XX-XXX \_\_\_\_\_





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## REFERENCES FORM

SRC Procurement Form Memo 024\_00\_082719

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME Lewis Funeral Homes  
PROPOSAL POINT OF CONTACT Cynthia Helms Price L.F.O. PHONE 850 623 2243  
EMAIL lfh@lewisfuneralhomes.net

### REFERENCE I.

PROJECT NAME: Lewis Funeral Home Banking  
AGENCY: Hancock Whitney Bank  
ADDRESS: 101 West Garden Street  
CITY, STATE, ZIP CODE: Pensacola Florida 32502  
CONTACT PERSON: Brad Schild  
TITLE: Senior Vice President  
EMAIL: brad.schild@hancockwhitney.com  
TELEPHONE: 850-444-3221 850 377 4809  
PROJECT COST: NA  
COMPLETION DATE: NA 10 years plus

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

Daily Banking, loans, items pertained to ALL Aspects of Banking

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Cynthia Helms Price L.F.O., Chief Operating Officer / manager  
Erin Auerbach - Accounting Bookkeeper



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## REFERENCE II.

PROJECT NAME: Lewis Funeral Homes - Burials + Cremations + Probates  
 AGENCY: Locklin, Sabala Jones Law Firm  
 ADDRESS: 4557 Chumuckla Hwy Pace Fl 32571  
 CITY, STATE, ZIP CODE: Pace Fl 32571  
 CONTACT PERSON: Jack Locklin or Angie Jones  
 TITLE: Law Partners  
 EMAIL: jlocklin@ljslawfirm.com  
 TELEPHONE: 850 995-1102  
 PROJECT COST: NA  
 COMPLETION DATE: NA 40 years plus

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

closings for real estate transactions, Probate cases for funeral Payment for clients  
Personally handled Burials of our family members

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael S. Lewis LFD - Secretary Treasurer  
Cynthia Helms-Price LFD - chief operating officer, manager

## REFERENCE III.

PROJECT NAME: Lewis Funeral Homes - Accounting + Financials  
 AGENCY: Fiducial Business Centers (Federated Funeral Director)  
 ADDRESS: 3201 Old Jacksonville Road of America  
 CITY, STATE, ZIP CODE: Springfield, Illinois 62711  
 CONTACT PERSON: David Snyder  
 TITLE: Field Consultant  
 EMAIL: dave.snyder@ffba.com  
 TELEPHONE: 229-560-4100  
 PROJECT COST: NA  
 COMPLETION DATE: NA 25 years plus

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

accountant / financial-business advisors for past 25 years  
Day to Day / yearly budgeting filing of taxes etc.

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael S. Lewis LFD / Secretary Treasurer  
Cynthia Helms-Price LFD / Chief Operating Officer - Manager





SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

REFERENCE IV.

PROJECT NAME: Independent Funeral Directors of Florida
AGENCY: Independent Funeral Directors of Florida (IFDF)
ADDRESS: P.O. Box 10969 1424 E Piedmont Dr. Suite 202, Tallahassee FL 32308
CITY, STATE, ZIP CODE: Tallahassee Florida 32302
CONTACT PERSON: Julian "John" Mix, E.D.D.
TITLE: Executive Director
EMAIL: info@ifdf.org
TELEPHONE: 850 222-0198
PROJECT COST: NA
COMPLETION DATE: NA 25 years plus

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items: (You may attach information to this form)

Organization to advise and work with/for Independent Funeral Homes across Florida to give knowledge & assistance in being better Funeral Home. To help/train Independent Funeral Home to better serve families

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael S. Lewis LFD / Secretary Treasure / (past IFDF President Board member)
Cynthia Helms-Price LFD / Chief Operaty Officer - Manager / Past Fla State Board of Funeral Directors Board Member

REFERENCE V.

PROJECT NAME: Lewis Funeral Homes Business Plan
AGENCY: McDaniels-Thomas Financial (Principal Financial Group)
ADDRESS: 96 Southern Golf Court
CITY, STATE, ZIP CODE: Fayetteville, Georgia 30215-8008
CONTACT PERSON: Charles E. McDaniel
TITLE: Senior Financial Representative - Principal Securities
EMAIL: charles@mcdaniels-thomas.com CLU chFC RICP
TELEPHONE: 770 461 2298 770 403 4076
PROJECT COST: NA
COMPLETION DATE: NA 20 years Plus

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items: (You may attach information to this form)

Financial Planning, Estate Planning, Business Plan, Investing, Insurance Provider, Retirement Planning, Succession Planning

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael S Lewis LFD Secretary Treasure
Cynthia Helms-Price, LFD - chief operaty officer / manager



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027\_00\_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa 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)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Position(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

FIRM NAME: Lewis Funeral Homes  
BY (PRINTED): Cynthia Helms Price, L.F.O. Michael S. Lewis LPD  
BY (SIGNATURE): [Signature] x [Signature]  
TITLE: Chief Operating Officer / Manager  
ADDRESS: 6405 Hwy 90 West State Fla Zip Code 32570  
PHONE NO: 850 623 2243  
E-MAIL: lfh@lewisfuneralhomes.net  
Date: 6-14-2021



Insurance Checklist

ITB 21-037 Indigent Cremation Service

Proposal/Project Reference Indigent Cremation Services

Required Coverage (Marked by "X")

Minimum Limits

- |   |  |
|---|--|
| <p>1. <input checked="" type="checkbox"/> Workers Compensation<br/>                 Proprietor/Executive Officers Exclusion not allowed</p>   | <p>\$100,000. Employers Liab.<br/>                 \$100,000. Accident -Disease<br/>                 \$500,000. Disease policy Limit</p> |
| <p>2. <input checked="" type="checkbox"/> Commercial General Liability<br/>                 Including Premises operations-Products completed ops<br/>                 Contractual Liability and Personal and advertising<br/>                 Liability</p> | <p>\$1,000,000. CSL<br/>                 \$2,000,000. Annual Aggregate</p>   |
| <p>3. <input checked="" type="checkbox"/> Automobile Liability – including Hired and Non-Owned</p>  | <p>\$1,000,000. CSL</p>  |
| <p>4. <input checked="" type="checkbox"/> Professional Liability coverage</p>   | <p>\$1,000,000. Per Occurrence</p>   |
| <p>5. <input type="checkbox"/> Asbestos Removal Liability</p>   | <p>\$2,000,000. Per Occurrence</p>   |
| <p>6. <input type="checkbox"/> Medical Malpractice</p>  | <p>\$1,000,000 Per Occurrence</p>  |
| <p>7. <input type="checkbox"/> Garage Liability</p>   | <p>\$1,000,000. BI/PD- Occurrence</p>  |
| <p>8. <input type="checkbox"/> Garage Keepers Liability</p>   | <p>\$500,000. Comprehensive<br/>                 \$500,000. Collision</p>  |
| <p>9. <input type="checkbox"/> Inland Marine- Bailee's Insurance</p>  | <p>\$ _____</p>  |
| <p>10. <input type="checkbox"/> Moving and Rigging Floater</p>  | <p>Endorsement to CGL</p>  |
| <p>11. <input checked="" type="checkbox"/> Crime/Dishonesty Bond</p>  | <p>\$ _____</p>  |
| <p>12. <input type="checkbox"/> Builders Risk/Installation Floater – Provide coverage in Full amount of Contract.</p>   | <p></p>  |
| <p>13. <input type="checkbox"/> Owner's Protective Liability</p>  | <p>\$ _____</p>  |
| <p>14. <input checked="" type="checkbox"/> Excess/Umbrella Liability</p>  | <p>\$ 1,000,000</p>  |

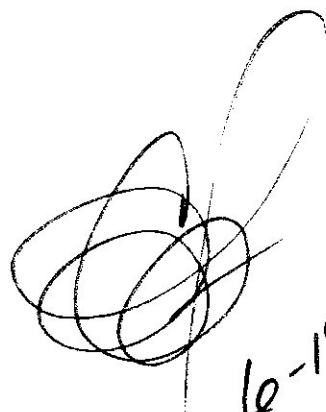
*6-14-2001  
 Cynthia Adams-Perce*



General Requirements

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

Approved by the BOCC March 23, 2021

  
6-14-2021  
Cynthia Helms Price

**Santa Rosa County**  
**Insurance Requirements**  
**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

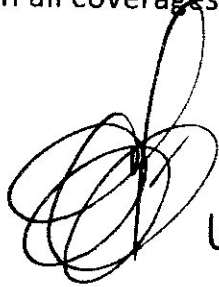
This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:

- a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

  
6-14-2021  
Cynthia Helms-Price

# FUNERAL SHIELD®

## Commercial Package Policy

An Insurance Proposal Prepared For:

**Lewis Funeral Home Inc**

6405 Highway 90

Milton, FL 32570-4692



2021



**Presented by:**  
**Alexander Miles**  
License #: W381052



Federated Mutual Insurance Company • Federated Service Insurance Company\*  
Federated Life Insurance Company • Federated Reserve Insurance Company\* • Granite Re, Inc.\*\*  
\*Not licensed in all states. \*\*Granite Re, Inc. conducts business in California as Granite Surety Insurance Company.  
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# LOCATION LIST



# of Bldgs: 1

Location Description

Loc #	City	State	Location Description	# of Bldgs
1	MILTON	FL	6405 HIGHWAY 90	2
2	PACE	FL	4777 W SPENCER FIELD RD	2
3	MILTON	FL	6440 OLD HIGHWAY 90	1
4	NAVARRE	FL	7794 NAVARRE PKWY	1

Loc - 1		# of Bldgs. 2	
6405 HIGHWAY 90		MILTON, FL 32570-4575	
No Coinsurance			
Deductible: \$2,500			

W/H Deductible 5.0000%

Bldg #	Occupancy	Building Value	Valuation	AVP	BPP	Valuation	Business Income
1	6405 HIGHWAY 90 FUNERAL HOME	\$1,322,000	Replacement Cost	25%	\$235,000	Replacement Cost	Premier Select
2	R 6405 HIGHWAY 90 GARAGE STORAGE	\$276,000	Replacement Cost	25%	\$11,000	Replacement Cost	Premier Select

AVP = Additional Value Protection

Loc - 2 # of Bldgs. 2

4777 W SPENCER FIELD RD		PACE, FL 32571-1142		No Coinsurance			
				Deductible: \$2,500			

W/H Deductible 5.0000%

Bldg #	Occupancy	Building Value	Valuation	AVP	BPP	Valuation	Business Income
1	4777 W SPENCER FIELD RD FUNERAL AND CHAPEL SERVICES	\$1,492,000	Replacement Cost	25%	\$241,000	Replacement Cost	Premier Select
2	R 4777 W SPENCER FIELD RD CREAMATORIUM	\$647,000	Replacement Cost	25%	\$226,000	Replacement Cost	Premier Select

**Loc - 3 # of Bldgs. 1**  
 6440 OLD HIGHWAY 90  
 MILTON, FL 32570-6602

No Coinsurance

W/H Deductible 5.000%

Deductible: \$2,500

Bldg #	Occupancy	Building Value	Valuation	AVP	BPP	Valuation	Business Income
1	6440 OLD HIGHWAY 90 AUTO REPAIR SHOP	\$281,000	Replacement Cost	25%			Premier Select

AVP = Additional Value Protection

**Loc - 4 # of Bldgs. 1**

7794 NAVARRRE PKWY  
 NAVARRRE, FL 32566-7583

No Coinsurance

Deductible: \$2,500

Bldg #	Occupancy	Building Value	Valuation	AVP	BPP	Valuation	Business Income
1	7794 NAVARRRE PKWY FUNERAL HOME SERVICES	\$829,000	Replacement Cost	25%	\$79,000	Replacement Cost	Premier Select

AVP = Additional Value Protection  
 BLD - 1 Wind and Hail Exclusion



**PROPERTY**

Funeral Shield® - Commercial Property Built-Ins

**COVERAGE**

Accounts Receivable

At described premises

Not at a described premises

**Building Ordinance or Law** (If Building Coverage Provided)

**Business Income & Extra Expense**

(72 hour waiting period)

Claims Expense

Debris Removal

Disaster Deductible

Electronic Data - Per Policy Period

Exhumation Expense

Fire Department Service Charge

Fine Arts

Fire Extinguisher Systems Recharge Expenses

Jewelry, furs, gold, and silver

Interruption of Computer Operations

Limited Coverage Fungus, Wet or Dry Rot & Bacteria

(Not available in NY)

Lock and Key Replacement

**COVERAGE**

Newly Acquired or Constructed Property

Buildings

Business Personal Property

**No Coinsurance - Building & Personal Property**

**Outdoor Property** - Includes fences & antennas (\$750 max for any one tree, shrub or plant including removal costs)

**Personal Effects & Personal Property of Others** (Does not include Employees Tools & Equipment)

**Pollutant Cleanup & Removal**

**Property In Transit** (Named Perils)

**Property Off Premises** (Applies at sites where funeral service are being performed even if owned or leased to insured)

**Property of Others** (Does not include structures, monuments, or markers on gravesites)

**Security Guard Charge**

**Sewer Back Up or Overflow**

**Sign Coverage** - Per Sign - Including its foundation

**Underground Property** (If Building Coverage Provided)

**Valuable Papers & Records** (Other than Electronic Data)

**LIMIT**

Up to \$1,000,000

Up to \$500,000

Included

\$25,000

\$5,000

\$100,000

\$5,000

\$10,000

Included

\$5,000

\$10,000

\$25,000

\$100,000

\$25,000

**LIMIT**

\$25,000

\$10,000

\$100,000

\$10,000

\$10,000

\$50,000

Included

\$2,500

\$2,500

\$25,000

\$10,000

\$25,000

\$10,000

\$2,500

\$15,000

\$1,000



## BUSINESS INCOME AND EXTRA EXPENSE

### PREMIER SELECT

<b>Business Income</b> (Including Continuing Expenses)	Included
<b>Extra Expense</b>	Included
Benefit	Unlimited
Benefit Period Maximum	12 Months
Coinsurance	No Coinsurance
Extended Business Income Coverage	90 Day Extension
Business Income Benefit Begins	After 72 hours
Extra Expense Benefit Begins	Immediately after the Loss
<b>Civil Authority (within one mile)</b>	Covered Cause of Loss
Business Income Benefit Begins	After 72 hours
Extra Expense Benefit Begins	Immediately after the action
Coverage Applies	For 4 consecutive weeks
<b>Additional Coverage - Interruption of Computer Operations</b>	\$2,500 per policy year
"Suspension" of your "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.	
<b>Newly Acquired Locations</b>	\$100,000 each location
<b>BUSINESS INCOME - WINDSTORM PARTICIPATION CLAUSE</b>	Amount of Loss reduced by 25%
Location 1 - 6405 HIGHWAY 90	
Location 2 - 4777 W SPENCER FIELD RD	
Location 3 - 6440 OLD HIGHWAY 90	



## DATA COMPROMISE/CYBER COVERAGE

### PART 1 - DATA COMPROMISE COVERAGE

#### Section 1 - Response Expenses

Discovered during policy period reported within 60 days

Response Expenses Annual Aggregate Limit	\$50,000
Forensic IT Review	\$5,000
Legal Review	\$5,000
Notification to Affected Individuals	Included
Informational Materials	Included
Services to Affected Individuals	Included
Help Line, Credit Monitoring & Identity	Included
Restoration Case Management	Included
Public Relations Services	\$5,000
Named Malware	\$50,000
Responsible Expenses Deductible	\$2,500

#### Section 2 - Defense And Liability

Written claims or suits from breaches addressed by Response Expenses, received within 3 years and reported within 60 days

Defense and Liability Annual Aggregate Limit	\$50,000
Named Malware	\$50,000
Defense and Liability Deductible	\$2,500

### CYBER SECURITY AND RISK MANAGEMENT

Complimentary 24/7 access to eRiskHub through FSN.	Included
Cyber risk prevention information and resources	Included





## CRIME

### EMPLOYEE THEFT - BLANKET BOND

Limit	\$10,000
Deductible	\$500
Includes Client's Property	
Limit	\$10,000
Deductible	\$500

### FORGERY OR ALTERATION (DEPOSITOR'S FORGERY)

Limit	\$10,000
Deductible	\$500

### THEFT OF MONEY AND SECURITIES

Inside the Premises - Theft of Money and Securities	Included
Deductible	\$500
Blanket	Included
Blanket Limit	\$5,000

Outside the Premises - Theft of Money, Securities, and Other Property	Included
Deductible	\$500
Blanket	Included
Blanket Limit	\$5,000

### COMPUTER AND FUNDS TRANSFER FRAUD

Limit	\$5,000
Deductible	\$500
Includes Fraudulent Impersonation of Employees	
Limit	\$5,000
Deductible	\$500

### MONEY ORDERS & COUNTERFEIT PAPER, CURRENCY

Limit	\$5,000
Deductible	\$500



## COMMERCIAL GENERAL LIABILITY

POLICY LIMITS OF INSURANCE	LIMIT
Per Occurrence Form	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Per Occurrence	\$1,000,000
Damage to Premises Rented to You Liability Limit	\$100,000

<b>Deductible Liability Insurance</b>	Included
"Property Damage" - Per Occurrence	\$500

### LIABILITY CLASSIFICATION SCHEDULE

State	Description	Class Code	Premium Basis	Exposure
FL	Crematories - Other Than Not-For-Profit	41696	Receipts	677,000
FL	Funeral Homes Or Chapels	43889	Receipts	2,032,000
FL	Vacant Buildings - Not Factories - Other Than Not-For-Profit	68606	Area	2,703

BUILT-IN COVERAGES	Limit
Care, Custody, and Control Extension	Included
Damage to Premises You Rent - Explosion	Included
Expected or Intended Property Damage from Reasonable Force	Included
Fellow Employee	Included
Incidental Medical Services Coverage	Included
Non-owned Watercraft (less than 50 feet)	Included
Truth in Lending and Leasing Liability	Included
Mental Anguish from Bodily Injury	Included
Liberalization of Coverage	Included
Newly Acquired or Formed Organizations	Included
Unintentional Failure to Disclose Hazards	Included

ADDITIONAL COVERAGES	Limit
Funeral Services Professional Liability	Included
<b>Electronic Data Liability</b>	\$50,000
Damage to Data as a result of physical injury to tangible property	



## BUSINESS AUTO

COVERAGE	LIMIT
<b>Liability</b>	
Each Occurrence	\$1,000,000
Liability Coverage for Any Auto	Included
Hired and Non-owned Auto Liability	Included
Pollution Liability - Broadened Coverage for Covered Autos	Included
Liability resulting from a release of cargo in or on an auto due to:	
Loading and Unloading	
Collision, upset or overturn	
<b>Hired/Rented/Borrowed Auto Physical Damage</b>	\$100,000
<b>Uninsured and Underinsured Motorist (UM/UIM)</b>	
FL	\$30,000
<b>Director/Officer/Partner or Owner/Family Member (UM/UIM)</b>	\$500,000
Personal Injury Protection	Included
Medical Payments	\$5,000

## VEHICLE SCHEDULE

#	Description	Comprehensive	Specific		VIN
			Perils	Collision	
1	2003 GMC G-VAN	\$1,000		\$1,000	1GTEG15X931205716
2	2009 CHEV EXPRESS	\$1,000		\$1,000	1GCFG15X791136814
3	2011 BETT TRLR	\$1,000		\$1,000	4MNDP1829B1001367
4	2012 DODG CVN VAN	\$1,000		\$1,000	2C4RDGBG4CR268767
5	2012 DODG FLOWER VAN	\$1,000		\$1,000	2C4RDGBGXCR268773
6	2012 DODG FLOWER VAN	\$1,000		\$1,000	2C4RDGBG3CR343376
7	2008 CADI COACH	\$1,000		\$1,000	1GEEH00Y98U500773
8	2008 CADI COACH	\$1,000		\$1,000	1GEEH00Y98U500772
9	2013 CHEV SILV	\$1,000		\$1,000	1GB3CZC82DF241432
10	2018 FRHT TRK	\$1,000		\$1,000	3ALACWFC8JDJR7836
11	2018 NISS VAN	\$1,000		\$1,000	1N6BF0KM1JN818152

Total Number of Vehicles: 11

**Customer's Auto Coverage - Funeral Service Provider**      \$25,000



## WORKERS COMPENSATION

### COVERAGE A

Statutory - Coverage Applies in States Listed Below

State: FL

Experience Modification	0.840
Premium Discount	Included
Deductible	\$500 Per claim applies to Medical and indemnity

### COVERAGE B - EMPLOYERS LIABILITY

Bodily Injury by Accident - Each Accident	\$500,000
Bodily Injury by Disease - Policy Limit	\$500,000
Bodily Injury by Disease - Each Employee	\$500,000

### COVERAGE C - OTHER STATES INSURANCE

Applies to all states except those listed in Coverage A and ND, OH, WA, and WY.

### Workers Compensation Classification Schedule

State	Code	Description	Est. Total Annual Remun.
FL	8810	CLERICAL OFFICE EMPLOYEES NOC.	\$148,294
FL	9220	CEMETERY OPERATION & DRIVERS	\$75,393
FL	9620	FUNERAL DIRECTOR & DRIVERS	\$520,773
FL		***Total	\$744,460

### INCLUDED/EXCLUDED INDIVIDUALS

Individuals listed below are shown as included or excluded under the Workers Compensation Policy.

State statues may automatically include or exclude owners and/or officers - these conditions are not considered below.

Included (I) or Excluded (E)

Samuel Lewis	E
Michael Lewis	E



## COMMERCIAL UMBRELLA

COVERAGE	LIMIT
Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Bodily Injury to an Employee by Disease Aggregate	\$1,000,000
General Aggregate Limit	None

### Excess Liability Coverages

Consult the Declarations for list of underlying policies

### Additional Liability Coverages

Non-Employment Discrimination or Harassment	Included
Chartered Aircraft Liability	Included

## DESIGNATED INDIVIDUAL (INCLUDING RESIDENT FAMILY MEMBERS)

Scheduled Names:

MICHAEL LEWIS	included
SAMUEL LEWIS	Included

## PERSONAL UMBRELLA

NAMED INSURED	LIMIT
MICHAEL LEWIS	\$1,000,000
Retention	
Underlying Carriers	
Personal Auto - NATIONWIDE	500,000
Homeowners - NATIONWIDE	500,000
SAMUEL LEWIS	\$1,000,000
Retention	
Underlying Carriers	
Personal Auto - NATIONWIDE	500,000
Homeowners - NATIONWIDE	500,000



# EMPLOYMENT-RELATED PRACTICES LIABILITY

## COVERAGE

Includes coverage for acts such as:

Employment-Related Discrimination, Wrongful Termination and Harassment (including Sexual Harassment). See policy for complete listing.

<b>Per Incident Limit</b>	\$250,000
<b>Aggregate Limit</b>	\$250,000
Defense Costs in Addition to Limit	Included
<b>Deductible</b>	\$2,500
<b>Retroactive Date</b>	01-26-2008
<b>Additional Coverage Included</b>	
Defense costs per policy period for other employment practices suits not otherwise covered under the policy	\$10,000
<b>Federated Employment Practices Network <sup>SM</sup></b>	Included

As an Employment-Related Practices Liability Policyholder you are provided access to employment lawyers who provide specific answers to YOUR specific questions. This unique benefit will allow you to obtain the legal advice you need for those difficult, complex employment scenarios.

The following resources are also included

- Employee Handbook Building Tool
- Online Supervisor and Employee Training Module
- Sample Forms and Policies
- Labor Posters
- HR Express Updates

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY  
AMENDED INFORMATION PAGE**

Phone: 800-533-0472      NCCI Carrier Code: 16446

Producer / Agent: Alexander Miles

Policy No.    **9350273**  
 Prior Policy No.    **9350273**  
 Account No.    **287-637-3**  
 Effective Date    **01/26/2021**  
 Expiration Date    **01/26/2022**

## ITEM 1. NAMED INSURED AND ADDRESS:

**Lewis Funeral Home Inc**  
**6405 Highway 90**  
**Milton, FL 32570-4692**

Entity Type    **S Corporation**  
 FEIN    **59-1420510**

---

**EXTENSION OF INFORMATION PAGE**

## ITEM 1

## OTHER WORKPLACES OF THE INSURED

<u>Loc. No.</u>	<u>Name No.*</u>	<u>Address</u>	<u>SIC/NAICS Code</u>	<u>No. of Employees</u>
1	1	6405 Highway 90 Milton, FL 32570-4575	812210	9
1	2	6405 Highway 90 Milton, FL 32570-4575	812210	9
1	3	6405 Highway 90 Milton, FL 32570-4575	812210	9
2	1	4777 W Spencer Field Rd Pace, FL 32571-1142	812210	4
2	3	4777 W Spencer Field Rd Pace, FL 32571-1142	812210	4
3	1	7794 Navarre Pkwy Navarre, FL 32566-7583	812210	3

\* = Name link number (used for bureau reporting)

Original Copy



121 East Park Square  
P.O. Box 328 • Owatonna, MN 55060  
Phone: (507) 455-5200 • 800-533-0472

12-08-2020

LEWIS FUNERAL HOME INC  
6405 HIGHWAY 90  
MILTON FL 32570

**IMPORTANT NOTICE**

Re:	<u>Policy No.</u>	<u>Renewal Date</u>	<u>Policy Type</u>
	9350269	01-26-2021	Commercial Package Policy

Dear Policyholder:

To comply with state law and regulations regarding renewal procedures, we are notifying you that the renewal of your above policy contains the following notifications and changes, all of which are attached to this letter:

- |                      |   |
|----------------------|---|
| MFO-449 (FL) (04-00) | New Florida Enclosure   |
| MFO-1134 (11-19)     | Cannabis Exclusion Advisory Notice to Policyholders           |
| MFO-468 (FL) (04-00) | Florida Property Policy Surcharge                             |
| MFO-964 (10-07)      | Florida Option to Exclude Windstorm Coverage                  |
| MFO-1133 (04-20)     | Crime And Fidelity Insurance Advisory Notice To Policyholders |
| MFO-304 (FL) (05-02) | Notice To Our Florida Policyholders (Insurance Requirements)  |
| MFO-305 (FL) (05-02) | Notice To Our Florida Policyholders                           |
| MFO-448 (FL) (07-18) | Florida Personal Injury Protection (No-Fault) Coverage        |

Please contact your Federated marketing representative or agent if you have any questions regarding your renewal policies.

Thank you for choosing Federated Insurance.

Federated Commercial Lines Underwriting

FEDERATED MUTUAL INSURANCE COMPANY. FEDERATED LIFE INSURANCE COMPANY. FEDERATED SERVICE INSURANCE COMPANY  
HOME OFFICE: OWATONNA, MINNESOTA • 55060 • INTERNET: [www.federatedinsurance.com](http://www.federatedinsurance.com)



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Final Copy



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P.O. Box 328 • Owatonna, MN 55060  
Phone: (507) 455-5200 • 800-533-0472

12-11-2020

**IMPORTANT NOTICE**

LEWIS FUNERAL HOME INC  
6405 HIGHWAY 90  
MILTON FL 32570

Re: Policy No.    Renewal Date    Policy Type  
    9350270      01-26-2021      COMMERCIAL UMBRELLA

Dear Policyholder:

To comply with state law and regulations regarding renewal procedures, we are notifying you that the renewal of your above policy contains the following notifications and changes, all of which are attached to this letter:

MFO-449 (FL) (04-00)      New Florida Enclosure

Please contact your Federated marketing representative or agent if you have any questions regarding your renewal policies.

Thank you for choosing Federated Insurance.

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P.O. Box 328 • Owatonna, MN 55060  
Phone: (507) 455-5200 • 800-533-0472

12/11/2020

**IMPORTANT NOTICE**

Lewis Funeral Home Inc  
6405 Highway 90  
Milton, FL 32570-4692

Re:	<u>Policy No.</u>	<u>Renewal Date</u>	<u>Policy Type</u>
	9350273	01/26/2021	Workers Compensation Policy

Dear Policyholder:

To comply with state law and regulations regarding renewal procedures, we are notifying you that the renewal of your above policy contains the following notifications and changes, all of which are attached to this letter:

MFO-383 (FL) (01 14)	Notice Of Offer Of Florida Workers Compensation Deductible And Coinsurance Progr
MFO-1035 (FL) (11 19)	Availability Of Workers Compensation Premium Credit For Florida Drug-Free Workpl
MFO-449 (FL) (04 00)	New Florida Enclosure

Please contact your Federated marketing representative or agent if you have any questions regarding your renewal policies.

Thank you for choosing Federated Insurance.

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Phone: (507) 455-5200 • 800-533-0472

12-08-2020

**IMPORTANT NOTICE**

SAMUEL LEWIS  
5316 ROWE TRL  
MILTON FL 32571

Re: Policy No. Renewal Date Policy Type  
9350272 01-26-2021 PERSONAL UMBRELLA

Dear Policyholder:

To comply with state law and regulations regarding renewal procedures, we are notifying you that the renewal of your above policy contains the following notifications and changes, all of which are attached to this letter:

MFO-449 (FL) (04-00) New Florida Enclosure

Please contact your Federated marketing representative or agent if you have any questions regarding your renewal policies.

Thank you for choosing Federated Insurance.

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P.O. Box 328 • Owatonna, MN 55060  
Phone: (507) 455-5200 • 800-533-0472

12-08-2020

**IMPORTANT NOTICE**

MICHAEL LEWIS  
9137 IRON GATE BLVD  
MILTON FL 32570

Re:	<u>Policy No.</u>	<u>Renewal Date</u>	<u>Policy Type</u>
	9350271	01-26-2021	PERSONAL UMBRELLA

Dear Policyholder:

To comply with state law and regulations regarding renewal procedures, we are notifying you that the renewal of your above policy contains the following notifications and changes, all of which are attached to this letter:

MFO-449 (FL) (04-00)      New Florida Enclosure

Please contact your Federated marketing representative or agent if you have any questions regarding your renewal policies.

Thank you for choosing Federated Insurance.

Federated Commercial Lines Underwriting

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121 East Park Square  
P.O. Box 328 • Owatonna, MN 55060  
Phone: (507) 455-5200 • 800-533-0472

12/11/2020

**IMPORTANT NOTICE**

Lewis Funeral Home Inc  
6405 Highway 90  
Milton, FL 32570-4692

Re:	<u>Policy No.</u>	<u>Renewal Date</u>	<u>Policy Type</u>
	9350235	01/26/2021	Employment Related Practices Liability

Dear Policyholder:

To comply with state law and regulations regarding renewal procedures, we are notifying you that the renewal of your above policy contains the following notifications and changes, all of which are attached to this letter:

MFO-449 (FL) (04 00)	New Florida Enclosure
MFO-1137 (11 19)	Biometrics Information Exclusion Advisory Notice to Policyholders

Please contact your Federated marketing representative or agent if you have any questions regarding your renewal policies.

Thank you for choosing Federated Insurance.

Federated Commercial Lines Underwriting

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# *State of Florida*

## *Department of State*

I certify from the records of this office that LEWIS FUNERAL HOME, INC. is a corporation organized under the laws of the State of Florida, filed on June 22, 1972.

The document number of this corporation is 603592.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on March 26, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-sixth day of March,  
2021*



*Ronald R. Lee*  
Secretary of State

Tracking Number: 0532320603CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov


## ADDENDUM FORM

To: Planholders  
From: Procurement Office  
Date: June 8, 2021  
Ref: Addendum #1 for ITB 21-037 Indigent Cremation Services

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

- \*\*The Bid deadline for this solicitation has been extended until June 15, 2021 @ 10:00 a.m.**
- Please see the attached clarification of scope of services.**

This Addendum is furnished to all known prospective Proposers. Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.

NAME/TITLE: Cynthia Helms-Price  
manager  
chief operating officer SIGNATURE: 

COMPANY: Lewis Funeral Homes DATE: 6-14-2021

**See Attached**





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## MEMORANDUM

TO: Company Addressed DATE: May 28, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: **ITB 21-037 Indigent Cremation Services**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for indigent cremation services within Santa Rosa County.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and **must be received by 10:30 a.m. on June 14, 2021** at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "**ITB 21-037 Indigent Cremation Services**". Please provide the original proposal, labeled "ORIGINAL", and one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: <https://www.santarosa.fl.gov/391/Procurement-Office> "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at [bidinfo@santarosa.fl.gov](mailto:bidinfo@santarosa.fl.gov) prior to **4:30 p.m. on June 4, 2020**.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida



**Attachment "B"**  
**Insurance Requirements**

**Santa Rosa County**  
**Insurance Requirements**  
**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for: a. Premises/operations b. Products/complete operations c. Contractual liability d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required. This shall include coverage for: a. Owned autos b. Hired autos c. Non-owned autos Special

Requirements: 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following: a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.*** In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

### Insurance Checklist

#### Proposal/Project Reference: ITB 21-037 Indigent Cremation Services

Required Coverage (Marked by "X") Minimum Limits

1. \_\_\_ Workers Compensation \$100,000. Employers Liab. Proprietor/Executive Officers Exclusion not allowed \$100,000. Accident –Disease

\$500,000. Disease policy Limit

2. \_\_\_ Commercial General Liability \$1,000,000. CSL

Including Premises operations-Products completed ops \$2,000,000. Annual Aggregate Contractual Liability and Personal and advertising Liability

3. \_\_\_ Automobile Liability – including Hired and Non-Owned \$1,000,000. CSL

4. \_\_\_ Professional Liability coverage \$1,000,000. Per Occurrence

5. \_\_\_ Asbestos Removal Liability \$2,000,000. Per Occurrence

6. \_\_\_ Medical Malpractice \$1,000,000 Per Occurrence

7. \_\_\_ Garage Liability \$1,000,000. BI/PD- Occurrence

8. \_\_\_ Garage Keepers Liability \$500,000. Comprehensive

\$500,000. Collision

9. \_\_\_ Inland Marine- Bailee's Insurance \$ \_\_\_\_\_

10. \_\_\_ Moving and Rigging Floater Endorsement to CGL

11. \_\_\_ Crime/Dishonesty Bond \$ \_\_\_\_\_

12. \_\_\_ Builders Risk/Installation Floater – Provide coverage in Full amount of Contract.

13. \_\_\_ Owner's Protective Liability \$ \_\_\_\_\_

14. \_\_\_ Excess/Umbrella Liability \$ \_\_\_\_\_

15.  X  Funeral Home Errors and Omissions Coverage \$ 500,000.00 Per Occurrence

#### General Requirements

A. Carrier rating shall be A.M. Best rating of B++V or Better.

B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.

C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

Approved by the BOCC March 23, 2021

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**Attachment “C”  
Civil Rights Clauses**

## Attachment “C”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, 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 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 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 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 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 USC § 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 in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 *et seq.*)
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**Attachment "D"**  
**Scrutinized Contractors Certificate**

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## VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, 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:

6-15-2021

COMPANY:

Lewis Funeral Home

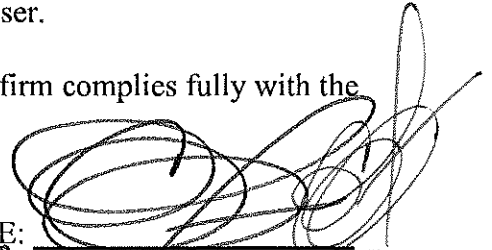
ADDRESS:

6405 Hwy 90 W  
MIAMI 31 32570

PHONE NO.:

850 623 2243

SIGNATURE:



NAME:

Cynthia Helms-Price L.F.D.  
(Typed or Printed)

TITLE:

Chief Operating Officer

E-MAIL:

lsh@lewisfuneralhomes.net