

R 6-8  
12/20/10

R. 17279

**A TERM AND SUPPLY CONTRACT  
Mortuary Services**

A Contract, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County," and **MARTS MEMORIAL SERVICES**, 14 Westport Road, Kansas City, MO 64111, hereinafter called "Marts".

WHEREAS, pursuant to RSMo 205.630 the county is required to provide a reasonable sum, as determined by the county, to cover the funeral expense of individuals who die within the county and have no means of paying a funeral expense; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Request for Proposal (RFP) No. 6-09 for the furnishing of professional mortuary services; and,

WHEREAS, by Resolution No. 17279, dated May 20, 2010, the legislature did award a 12-month term and supply contract for professional mortuary services under the terms and conditions of RFP No. 6-09;

NOW THEREFORE, in consideration of the foregoing and the terms and provision herein contained, County and Marts respectively promise, covenant and agree with each other as follows:

1. This Contract shall be binding when it is signed by the County's Director of Finance and Purchasing and shall run from June 28, 2010 until the end of the **12th** consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

2. Marts shall provide cremation services as set forth in RFP No. 6-09, attached hereto as Exhibit A and incorporated herein by reference.

**FILED**

**DEC 15 2010**

**MARY JO SPINDO  
COUNTY CLERK**

3. The County shall pay Marts for services rendered under this Contract at the rate of \$525.00 for each cremation, including all costs, as set forth in Exhibit A to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties.

4. All modifications to this Contract must be in writing signed by the County's Director of Finance and Purchasing.

5. The laws of the State of Missouri and Jackson County, Missouri govern this Contract.

6. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties.

7. Marts is an independent contractor and shall defend, indemnify and hold harmless the County for loss, damage or liability relating to this contract to the extent that such loss, damage, or liability results from the negligence or misconduct of Marts Memorial Services or its employees, agents or subcontractor.

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

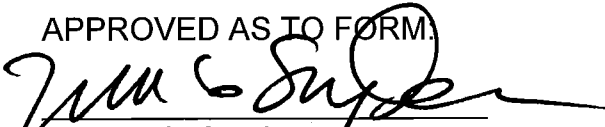
9. The County will make a good faith effort to make payment within thirty (30) days after the date when a correct and complete invoice showing the pertinent County Purchase Order Number(s) is received from Marts. Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Marts's non-performance of any of its duties required hereunder.

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

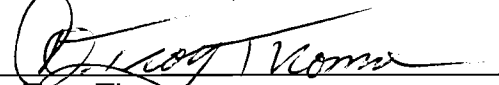
11. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 10 day of December, 2010.

APPROVED AS TO FORM.

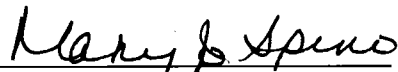
  
William G. Snyder  
Acting County Counselor


JACKSON COUNTY, MISSOURI

By   
Q. Troy Thomas  
Director of Finance and Purchasing

ATTEST:

MARTS MEMORIAL SERVICES

By:   
Mary Jo Spino  
Clerk of the Legislature

By:   
Title: owner

Federal ID No.: 43-190 4558

COMPLIANCE REPORT FORM

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

I COMPANY DESCRIPTION:

A. Name of Company MARTS MEMORIAL SERVICES
B. Street Address 14 WESTPORT ROAD
City KANSAS CITY State MO Zip Code 64111 Telephone # 816-561-8181

II COMPANY STATISTICS:

A. Total Number of Employees 7
B. Total Number of Employees Who are: Women 4 Black 2 Hispanic Oriental American Indian
C. Has your company advertised for applicants since your last report? YES NO
D. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of your program? YES NO
E. Has there been adjustments in your job prerequisites of your recruiting and intake procedures? YES NO
F. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer minority or female applicants? YES NO
G. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining your compliance with your program? YES NO

This is our first report



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

NAME OF MBE/WBE FIRM: WATKINS EMBALMING SERVICE
ADDRESS: 4000 CLEAVER II, KANSAS CITY, MO 64130
TELEPHONE #: 816-861-3030

PRODUCT, SERVICE, AREA OR SCOPE OF WORK: EMBALMING

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

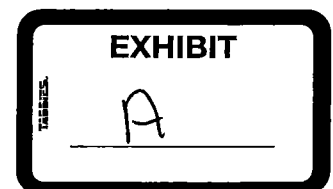
a. Available Employment records - Yes No
OR
b.
c.

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

Signature: [Handwritten Signature]

Name and Title (typed or printed): CO-OWNER

Date: 7/13/09



**QUOTATION PAGE**

Pricing to provide complete Mortuary Services and Burial Services as described herein for each Indigent Person:

\$ 1795.<sup>00</sup> /Each Burial, including casket, cemetery plot and all related costs

\$ 525.<sup>00</sup> /Each Cremation, including all costs

Pricing must be firm for the first Thirty Six Months of any resulting Contract.

Pricing for 4<sup>th</sup> Year of Contract:

\$ 2095.<sup>00</sup> /Each Burial, including casket, cemetery plot and all related costs

\$ 625.<sup>00</sup> /Each Cremation, including all costs

Pricing for 5<sup>th</sup> Year of Contract:

\$ 2095.<sup>00</sup> /Each Burial, including casket, cemetery plot and all related costs

\$ 625.<sup>00</sup> /Each Cremation, including all costs

Respondent Name: MARTS MEMORIAL SERVICES

Contact Person: RONALD C. MARTS

Address: 14 WESTPORT RD.

City, State and Zip Code: KANSAS CITY, MO 64111

Telephone Number: 816-561-8181 Fax Number: 816-561-8686

Web Site Address: MARTS MEMORIAL SERVICES, COM Email Address: MARTS MEMORIAL SERVICES @

Regular Business Hours: 8am - 6pm M-F; 8:30 - 5 S/S; 24/7 by phone HOTMAIL.COM

Emergency Contact: KATHY MARTS 816-858-6072 (cell)

Distance from your Business to the Medical Examiner's Office: 2 mi.

Would you be willing to extend the pricing, terms and conditions of any resulting Contract to any Municipal, County, Public Utility, Hospital or Education Institution located within the Greater Kansas City Metropolitan Trade Area?

Check one:  Yes  No

**Marts Memorial Services**  
14 Westport Road  
Kansas City, Missouri 64111  
(816) 561-8181

July 14, 2009

Mr. Q. Troy Thomas  
Director of Finance  
Jackson Co  
415 E. 12th  
Kansas City

*1:03 pm 7/23/09*  
*Ron Marts*  
*Marts Memorial Svcs*

RE: Request

*Brookings Cemetery*  
*by ballpark*  
*KCMO*

Dear Mr. Thomas:

Attached please find  
Services for Jackson Co.

*East slope Cem*  
*Riverside mo*

We believe we have resp  
concerns, please call us at

Thank you for your consid.

Sincerely,

*Ronald C M*

~~*Marts Ron*~~  
*Martson doc*

Ronald C. Marts, Funeral Director  
Marts Memorial Services



## **PURCHASING DEPARTMENT**

**JACKSON COUNTY COURTHOUSE**  
415 EAST 12TH STREET ROOM G1  
KANSAS CITY, MISSOURI 64106

816-881-3267  
Fax 816-881-3268

Request for Proposal No. 6-09  
Issued: June 17, 2009  
Page One of Seventeen

Jackson County, Missouri is seeking Proposals for a Thirty-Six Month Term and Supply Contract, with Two Twelve Month Options to Extend, for the furnishing of Professional Mortuary Services.

Enclose your proposal in a sealed opaque envelope with this Proposal Number written on the face of the envelope and deliver it to the **PURCHASING DEPARTMENT**, Room G-1, Ground Floor of the Jackson County Courthouse, 415 East 12<sup>th</sup> Street, Kansas City, Missouri 64106 no later than **2:00 PM, CDT on July 14, 2009**; **OTHERWISE YOUR PROPOSAL WILL BE REJECTED**. There will be a Public Proposal Opening at 2:05 PM, CDT on July 14, 2009 in Conference Room A, Second Floor of the Jackson County Courthouse at the above address.

Disabled persons wishing to participate in the Proposal Opening and who require a reasonable accommodation may call the Jackson County Purchasing Department at 816-881-3267 or 1-800-735-2466 (Missouri Relay). A forty-eight (48) hour notice is required.

Point of Contact for this Request for Proposal is Barbara Casamento @ 816-881-3253. All questions shall be emailed to [bcasamento@jacksongov.org](mailto:bcasamento@jacksongov.org).

By submitting a Proposal, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any respondent and to reject any or all offers; and (2) split the Contract Award for the furnishing of Professional Mortuary Services.

Your returned Proposal **MUST** consist of: (1) all pages of this Request for Proposal, including the Affidavit on Page 2, fully executed and notarized; (2) **Compliance**: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Page 3 hereof, must be fully completed and signed by you OR if you have a current (issued within the last 12 months and Mandatory Annual Reports turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the **REJECTION OF YOUR PROPOSAL**; (3) the Statement of "No Bid" if you **DO NOT** intend to submit a Proposal on Page 5 hereof, completed and signed by you; (4) the Acknowledgment of Receipt of Addendum, Page 4, completed and signed; (5) Respondent's Exceptions to General Conditions, Specifications, Requirements and Provisions on Page 17, fully completed and signed; and (6) your Proposal on your company's forms as detailed on Pages 11 hereof.

Please Note: The Successful Contractor will have to provide a Certificate of Insurance as outlined in Item 25, Page 9 and Exhibit A, Page 16 of this Request for Proposal.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to the response to Items 01, 02, 03, 04, 05, and 06. Such information must be received in the Purchasing Department within forty-eight (48) hours immediately following notification to the Respondent or the Respondent's Proposal will be deemed **NON-RESPONSIVE**.

Q. Troy Thomas  
Director of Finance and Purchasing

AFFIDAVIT

STATE OF MISSOURI )  
COUNTY OF JACKSON ) SS.

KATHLEEN C. MARTS of the City of KANSAS CITY,  
County of JACKSON State of MISSOURI

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

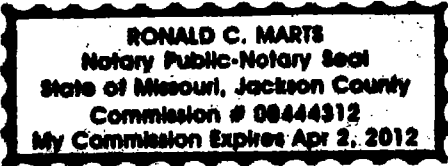
1. That I am the CO-OWNER (Title of Affiant) of MARTS MEMORIAL SERVICES (Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf; that I make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly in what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2008 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.

MARTS MEMORIAL SERVICES (Name of Respondent)  
By: [Signature] (Signature of Affiant)  
CO-OWNER (Title of Affiant)

Subscribed and sworn to before me this 13<sup>th</sup> day of July, 2009  
Ronald C Marts

NOTARY PUBLIC in and for the County of Jackson  
State of Missouri

(SEAL)

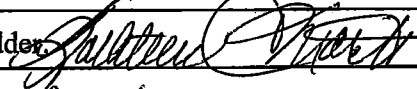


My Commission Expires: Apr 2 2012



**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

|  |                                |
|--|--------------------------------|
| Signature of Bidder:  | Date: 7/13/09                  |
| Company Name: Marts Memorial Services  | Phone: <sup>816</sup> 541-8181 |
| Company Address: 14 Westport Rd  | Fax: <sup>816</sup> 541-8481   |
| City, State and Zip: Kansas City Missouri 64111  |                                |

STATEMENT OF NO BID

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

NOTE: Please use a single envelope when returning this page.

We, the undersigned, have declined to submit a bid in response to Request for Proposal No. 6-09 for the following reasons:

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

REMARKS \_\_\_\_\_

Company

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

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

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

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

## GENERAL CONDITIONS

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

1. **Withdrawal of Request for Proposal:** A written request for the withdrawal of a Request for Proposal or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the specified time of opening.
2. **Completeness:** All information required by the Request For Proposal must be supplied to constitute a proper response. Respondents shall not alter the Request For Proposal documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Request for Proposal in the form requested. The County reserves the right to reject responses with incomplete information or which are presented in a form other than that requested in this Request For Proposal. Responses must be submitted in "hard copy" format. Responses submitted electronically, on computer diskette, or by FAX will not be considered by the County.
3. **Request for Proposal Binding For 90 Days:** Unless otherwise specified all responses submitted shall be binding for ninety (90) calendar days following the Request for Proposal opening date, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Conditional Responses:** Conditional or qualified responses are subject to rejection in whole or in part. All exceptions to the requirements, conditions, scope of services, or other provisions of this Request For Proposal must be made in writing and attached as Exhibit F to the response when it is submitted by the Respondent. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and are determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the requirements, conditions, scope of services and provisions of the Request For Proposal shall prevail.
5. **Questions Regarding General Conditions, Scope of Services or any other provision of this Request for Proposal:** Any information relative to interpretation of General Conditions, Scope of Services or any other provisions shall be requested of the Purchasing Supervisor, in writing, in ample time before the opening of responses. All questions must be received by the Purchasing Supervisor by July 7, 2009. Any interpretation made to prospective Respondents will be expressed in the form of an addendum to the Request For Proposal which, if issued, will be no later than three (3) business days before the date set for the opening of proposals. Addendums to this Request for Proposal will be posted on the County's website @ [www.jacksongov.org](http://www.jacksongov.org). Oral answers will not be binding on the County. Each Respondent shall ascertain prior to submitting his response that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein.
6. The County reserves the right to reject any or all responses, to waive technical defects in responses, and to select the response(s) deemed most advantageous to the County.
7. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

**GENERAL CONDITIONS, CONTINUED**

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

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

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

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

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

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

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

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

14. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of any resulting contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

**GENERAL CONDITIONS, CONTINUED**

14. Continued:

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Respondent's proposed subcontractors in accordance with these and any other requirements of this Request For Proposals.

15. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination and affirmative action programs.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex, disability or national origin.

16. Foreign Corporations: Firms submitting proposals as corporations which are not incorporated in the State of Missouri must include with their proposal a copy of a properly executed **Certificate of Authority of a Foreign Corporation** authorizing their firm to do business in the State of Missouri.

17. Omissions in Responses: Omission in the response of any provision herein prescribed shall not be construed as to relieve the Contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment/items and services. Any exception to the proposal must be in writing (Exhibit F) and not be omission.

18. Errors in Proposals: Respondent shall be bound by its proposal even though the proposal is based on erroneous calculation, and respondent shall have no right to withdraw its proposal after the Response Deadline on the basis of an error in calculation of its proposal. Carelessness in quoting prices, or in preparation of a proposal, will not relieve the respondent in case of errors. Erasures or changes in proposal must be initialed.

19. No lowest/highest respondent shall receive a business expectancy merely because their proposal is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

20. Contractor and every subcontractor or person performing or contracting to perform any duty contemplated by this Request For Proposal shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its contract, and shall at all times comply with such laws, ordinances and regulations.

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

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

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

## GENERAL CONDITIONS, CONTINUED

22. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under any resulting contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinances and Codes including but not limited to the Americans With Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

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

24. Applicable Laws and Courts: Any contract or agreement resulting from this Request for Proposal shall be governed in all respects by the laws of the State of Missouri and any litigation with respect thereto shall be brought in the courts of the State of Missouri. The Respondent shall comply with applicable federal, state and local laws and regulations.

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

26. Proprietary Information: Should the respondent wish to submit proprietary information, it should be included with the submitted proposal in a sealed opaque envelope clearly marked with the words "**CONFIDENTIAL - PROPRIETARY INFORMATION**". The County will take all reasonable efforts to insure the confidentiality of the information is maintained. Such information will be returned to the unsuccessful respondents following execution of the Contract by the successful respondent. Such information submitted by the successful respondent will be returned upon completion or termination of the Contract.

## INTRODUCTION

Jackson County, Missouri is seeking proposals from licensed mortuaries for a Thirty Six Month Term and Supply Contract, with Two Twelve Month Options to Extend, for the furnishing of Professional Mortuary Services for:

- (1) the disposition of decedents, unclaimed as defined herein, coming under the jurisdiction of the Jackson County Medical Examiner for disposition by cremation or elective burial pursuant to 58.460 RSMo, referred herein as Category I bodies, and,
- (2) the disposition by burial or cremation of decedents who died in Jackson County, Missouri and who have been determined to have an indigent estate without sufficient means available to provide for the expense of burial or cremation, referred to herein as Category II bodies.

The Successful Respondent will set forth a rate proposal for the disposition of Category I bodies on either a per body cost by cremation or burial as well as a rate proposal for the disposition of Category II bodies by either cremation or burial, or a flat rate proposal for the disposition of all Category I and Category II bodies on an annualized basis.

## SCOPE OF WORK

It is estimated that approximately 90 plus burials or cremations will be required during each twelve month period of the contract, however, this is an estimate, the amount of burials or cremations may be higher or lower than the estimate. Prices quoted shall remain firm during the contract period.

Successful Respondent shall provide **mortuary services** for all Category I bodies at the request of the Medical Examiner, when the decedent's body is unclaimed or after it has been determined that the decedent has no family or concerned party willing to take financial responsibility for the burial or cremation and shall provide removal of decedent's remains and, upon referral by the County, **mortuary services** for all Category II bodies, who died in Jackson County, Missouri after it has been ascertained that the decedent has no family or concerned party willing to take financial responsibility for the burial or other disposition of the decedent.

All burials will be permanent and County involvement will end once the Successful Respondent has taken possession of the decedent. Jackson County will not be responsible for any additional costs with, but not limited to: caskets floating up out of areas, uncovered by erosion or weather, unearthed by animals, incidents of force majeure or caskets not properly buried.

Jackson County may send representatives to witness burial or inspect any/all services including cremation provided by the Successful Respondent. The Successful Respondent shall notify the Jackson County Medical Examiner's Office of the disposition of all Category I bodies and notify the County's designated official of disposition of all Category II bodies.

In terms of cremation, casket selection, embalming, site selection and placing of a grave marker when required by statute, standards set forth by law are the primary guiding factor. Jackson County, following the State of Missouri Statutes, does not require embalming unless there is a health hazard and then at the election of the Successful Respondent or the direction of an appropriate Federal, State or County health official. Completed burial services include disposition of the remains by interment at an appropriate site within the State of Missouri of delivery by the Successful Respondent of the cremated remains to a family member or other concerned person.

### **General Definitions used in this Request for Proposal:**

**Mortuary Services:** Refers to any needed steps to remove, transport and prepare a body for cremation or burial as required by law. Preparation of the body for presentation to next of kin is not required as a "Mortuary Service". Category I bodies will generally require disposition by cremation with a marker or burial under Section 58.460 RSMo. Category II bodies will generally require disposition by cremation with a marker at the lowest possible cost by the Successful Respondent as provided by law but may include the involvement of family members or other concerned persons in the actual disposition.

**Indigent:** An individual who is needy and poor, without funds, assets or means of support.

**Body or Bodies:** This includes the remains of any deceased person, partial or intact.

**Completed Burial Service:** Shall include, but not be limited to any necessary body transportation services, licensed mortuary services, cremation services, if required and interment in available plots in a cemetery located within the State of Missouri.

**Unclaimed:** A dead body shall be considered "unclaimed" if no family, next of kin, or responsible party can NOT be identified or located within a reasonable amount of time set forth by the Jackson County Medical Examiner or if no directions for disposition of body are made by any family, next of kin or responsible party within 72 hours of notification.

### **Successful Respondent shall meet the following Mandatory Requirements:**

01. Must assume responsibility for deceased indigent person within 48 hours after notification by Jackson County
02. Must provide complete burial services within 72 hours after receipt of deceased indigent person
03. Must provide licensed mortuary services for burial or cremation.

## SCOPE OF WORK, CONTINUED

### Successful Respondent shall meet the following Mandatory Requirements, Continued:

04. Must provide a casket, transport the deceased to the grave, dig the grave and bury the body or obtain such cremation and disposition of the cremated remains or, when required by the Medical Examiner pursuant to law, placement in a marked grave.
05. Must provide grave marker meeting the minimum standards of the cemetery with all current personal information as provided by the Jackson County Medical Examiner.
06. Must provide services for all deceased indigent persons designated by the County without regard to race, color, creed, sex, previous medical condition, religion, age or any other designation which may constitute discrimination on the part of the Successful Respondent.
07. Must provide to the County verification of the burial and location of grave site or cremation remains within 48 hours after the burial.
08. Must provide a detailed invoice for each cremation or burial service and a monthly statement to Jackson County, Missouri, Attention Michael Wells, County Counselor's Office, 415 East 12<sup>th</sup> Street, 2<sup>nd</sup> Floor, Kansas City, Missouri 64106, or other County official designated in the future by written notice to the Successful Respondent. Each invoice shall include the name of the deceased person, date of services and the specific location where the burial took place. A "burial plot" locator map is required with each invoice.

## PROPOSAL CONTENT AND FORMAT

Proposals shall be an original document, plus five (5) copies; proposals and copies shall minimize or eliminate the use of non-recyclable materials, such as plastic report covers, plastic dividers, vinyl sheets and bindings. To facilitate the evaluation of proposals, proposals shall be organized in the following manner:

01. Cover Letter
02. All forms contained within this Request for Proposal package, filled out, signed and notarized where necessary.
03. Experience and Qualifications: Respondent shall provide a brief description of their company and the names and qualifications of those employees who will be directly involved with or responsible for providing the services detailed in this Request for Proposal.
04. References: Respondent shall provide a list of three current or former customers for whom they have provided similar goods or services. The customer names, phone number and point of contacts shall be included. Jackson County may contact these references to evaluate the Respondent's past performance. Respondents who do not provide a minimum of three references may be considered non-responsive and eliminated from further consideration.
05. Respondent shall outline their ability to meet all requirements under the Scope of Work provided herein.
06. Proof of Missouri licensing or certification.
07. Proposed Minority-Owned/Women-Owned Business Enterprise (MBE/WBE) participation. Respondent should indicate the proposed scope and extent of a Minority-Owned/Women-Owned Business Enterprise.
08. Pricing: Quotation Sheet on Page 14 of this Request for Proposal, completed and signed. Quotation Page is to be put in a separate, sealed envelope marked "pricing" and attached to the original proposal; pricing should only be included with the original proposal.



## EVALUATION AND AWARD

01. Initial Evaluation

Initially, all proposals will be reviewed by the Jackson County Purchasing Department to determine if they are responsive to the Request for Proposal.

Those proposals that are responsive will be distributed to the Evaluation Committee. First, the committee will determine if the proposal meets all of the minimum requirements. This is a pass/fail evaluation. Second, those proposals that pass the minimum requirements evaluation will then be evaluated based on the evaluation criteria described below.

After this evaluation is complete, the County may elect to request oral and/or written discussions with those Respondents determined to be within the competitive range.

Jackson County may award a contract on the basis of initial proposals received, without requesting clarification or discussions. Therefore, each initial proposal shall contain the Respondent's best terms from cost/price and service stand points.

02. Weighting Factors:

|                                   |     |
|-----------------------------------|-----|
| Experience and Qualifications:    | 10% |
| Ability to meet all Requirements: | 20% |
| References                        | 10% |
| Cost                              | 60% |

The County will consider MBE/WBE ownership and/or participation as a component of the "Experience and Qualifications" Evaluation Criteria.

03. Jackson County shall be the sole judge of the proposals submitted for this Request for Proposal and its decision shall be final.

04. Award shall be made to the Respondent whose proposal is responsive to this Request for Proposal and is determined in writing to be the most advantageous to Jackson County.

## CONTRACT NEGOTIATIONS

The County desires to enter into a Contract with a single service firm to provide all services identified herein. However, Jackson County reserves the right to award to more than one firm in the event Jackson County (in its sole opinion) determines that awarding more than one Contract is in its best interest.

Upon selection of the successful Proposal, a Contract incorporating the General Conditions, Scope of Services and any other provisions of this Request for Proposal and acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri, fail to develop and execute and mutually agreeable Contract, and upon a three (3) business day written notification to the selected respondent, the County may reject the proposal and proceed to award the Contract to the next "best" respondent.

The County does not generally use standard contract forms which may be provided by the Respondent. The contract documents used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposal and the Respondent's proposal, the provisions of the Request for Proposal, shall govern.

**CONTRACT NEGOTIATIONS, CONTINUED:**

The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Four of this Request for Proposal. Please note that Respondent's Proposal is subject to Rejection if Exceptions to the County's Standard Agreement are requested.

Respondent must agree to the following standard provisions:

Indemnification: (Contractor) agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of (Contractor) in the performance of the work under this Agreement, to the extent that (Contractor) is responsible for such damages and losses on a comparative basis of fault and responsibility between (Contractor) and the County. (Contractor) is not obligated to indemnify the County for the County's own negligence.

Independent Contractor: (Contractor) shall work as an independent contractor and not as an employee of the County. (Contractor) shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. (Contractor) shall report all earnings received hereunder as gross income, and shall be responsible for its own Federal, State and City withholdings taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

Confidentiality: (Contractor) acknowledges and agrees that all County information and records are confidential and will not disclose or make available this information or records to anyone outside the County organization unless authorized to do so in writing by the County.

Y2K Readiness Disclosure Statement: (Contractor) warrants that all software supplied under this Agreement will records, store, process, provide and where appropriate, insert accurate dates and calculations for dates and spans, prior to, including and following January 1, 2000.

Complete Agreement: Parties agree that this Agreement together with Jackson County, Missouri Request for Proposal No. 6-09 and (Contractor's) response thereto constitute the complete and exclusive statement of the agreement between the Parties which supercedes all prior proposals or understandings or agreements, oral or written, and all other communications between Parties relating to the subject matter of this Agreement.

Notices: Any notice which either Party shall be required by this Agreement to give the other shall be in writing and delivered by mail addressed to the respective Parties as follows, or to such other addresses, as the respective Parties may designate from time to time:

County: Jackson County, Missouri  
415 East 12<sup>th</sup> Street, Room 105  
Kansas City, Missouri 64106

Contractor: MARTS MEMORIAL SERVICES  
14 WESTPORT RD.  
KANSAS CITY, MO 64111

**QUESTIONS**

All questions regarding this Request for Proposal must be in writing and e-mailed as detailed under General Conditions, Item Five on Page Six of this Request for Proposal. Deadline for Questions is July 7, 2009. Point of Contact for the Purchasing Department is Barbara Casamento, e-mail address is [bcasamento@jacksongov.org](mailto:bcasamento@jacksongov.org). All questions will be answered in the form of Addenda and post on the County's web site.

Public

Public Administrator

Medical Examiner

Hospital

Nursing Home

Michael Wells

meets with family  
application  
makes determination  
calls funeral homes  
body is picked up by funeral home  
pays bill

Public

Public Administrator

Medical Examiner

Hospital

Nursing Home

Contractor

Picks up body, meets with family if any, submits application to Michael Wells

Michael Wells

Reviews application  
Makes determination

submits info to Sandy Mayer or other for prompt payment  
and tracking of all details on expenditures

**EXHIBIT A**

**INSURANCE**

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

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

**1. COMMERCIAL GENERAL LIABILITY**

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

**2. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

**4. EXCESS/UMBRELLA LIABILITY COVERAGE**

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

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

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

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

**6. QUALIFICATIONS INSURANCE CARRIERS**

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

**7. FAILURE TO MAINTAIN INSURANCE COVERAGE**

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

**EXHIBIT F**

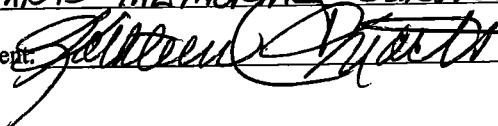
**RESPONDENT'S EXCEPTIONS  
TO  
GENERAL CONDITIONS, SPECIFICATIONS, REQUIREMENTS AND PROVISIONS  
OF JACKSON COUNTY, MO REQUEST FOR PROPOSAL NO. 6-09**

Respondent's attention is directed to Paragraph 4 of the General Conditions on Page 6 of this Request for Proposal.  
**READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the General Conditions, Specifications, requirements, and provisions of Request for Proposal No. 6-09 are requested by the undersigned Respondent: (Use additional pages as necessary)

| Reference Paragraph # and Page # | Exception Requested |
|----------------------------------|---------------------|
|                                  |                     |

Name of Firm: MARTS MEMORIAL SERVICES

Signature of Respondent: 

**Marts Memorial Services**  
**14 Westport Road**  
**Kansas City, Missouri 64111**  
**(816) 561-8181**

**Experience and Qualifications**

Marts Memorial Services was founded in 2002 by Ronald C. Marts who has been a licensed funeral director for more than 30 years.

Our business philosophy is that all we serve (and their families) deserve to be treated with dignity, professionalism and respect regardless of their circumstances.

Kathy Marts (Ron's wife) provides support and administrative services. In addition to working at Marts Memorial Services since it opened, she has several years' administrative experience with other funeral homes and cemeteries.

All other employees and service providers are qualified professionals who share our philosophy of care and compassion.

**Marts Memorial Services**  
**14 Westport Road**  
**Kansas City, Missouri 64111**  
**(816) 561-8181**

**References**

Dan Mason  
Metro Removals  
(816) 728-0278

Michael Wells  
Jackson County Counselor's Office  
(816) 881-3355

Cheryl Ward  
Truman Medical Center  
(816) 404-1000

Sandy Franzwa  
Bereavement Counselor, Grace Hospice  
(816) 444-4611

**Marts Memorial Services**  
**14 Westport Road**  
**Kansas City, Missouri 64111**  
**(816) 561-8181**

**Ability to Meet All Requirements**

Marts Memorial Services is a full-service funeral home owned and operated by Ronald Marts, a funeral director who has served families for more than 30 years.

**Proof of Missouri Licensing**

Marts Memorial Services - Missouri Funeral Establishment License 2002000826

Ronald C. Marts - Missouri Funeral Director License 4036

(copies of licenses will be provided upon request)

Providing funeral service to Kansas City families for more than 25 years.