

**TERM AND SUPPLY CONTRACT
Mortuary Services**

A Term and Supply Contract, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County," and **CHARTER FUNERALS**, 5000 Blue Ridge Cutoff, Kansas City, MO 64133, hereinafter called "Charter".

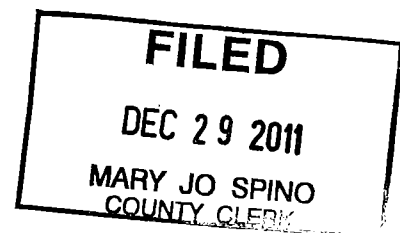
WHEREAS, pursuant to section 205.630 RSMo, the County is required to provide a reasonable sum, as determined by the County, to cover the funeral expense of individuals who die within the County and have no means of paying a funeral expense; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Request for Proposal (RFP) No. 28-11 for the furnishing of professional mortuary services; and,

WHEREAS, by Resolution 17748, dated November 28, 2011, the County Legislature did award a term and supply contract to Charter Funeral Home, under the terms and conditions of RFP No. 28-11; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provision herein contained, County and Charter 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 December 6, 2011, until the end of the **thirty-sixth** consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.



2. Under the initial thirty-six month term of this contract, the County shall pay Charter for services rendered under this Contract at the rate of \$695.00 for each cremation, including all costs, and \$2,500.00 for each intact burial, including casket, cemetery plot, and all related costs, as set forth in the excerpt from Charter's response to RFP 28-11, consisting of 15 pages, attached hereto as Exhibit A.

3. Following the initial term, this Agreement may be renewed at the agreement of both parties for two additional twelve-month periods, pursuant to the terms and conditions of RFP No. 28-11, unless and until this Agreement is terminated as hereinafter provided.

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. Charter 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 Charter Funerals 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 Charter Funerals.

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 Charter. Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Charter's non-performance of any of its duties required hereunder.


10. Charter 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.

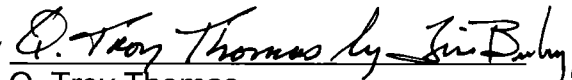
11. This Agreement, together with the attached Exhibit A, incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2011.

APPROVED AS TO FORM:

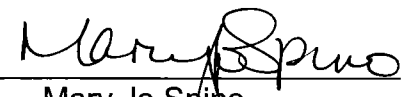
JACKSON COUNTY, MISSOURI



W. Stephen Nixon
Acting County Counselor

By  *by Jim Bailey, Asst*
Q. Troy Thomas
Director of Finance and Purchasing *12/23/11*

ATTEST:

CHARTER FUNERALS

By: 
Mary Jo Spino
Clerk of the Legislature

By: 
Title: *General Manager*

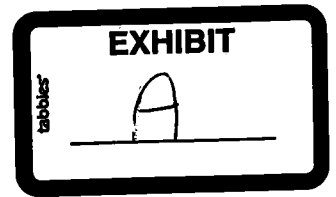
Federal ID No.: 43-1730840

REVENUE CERTIFICATE

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

12/27/11
Date

P. Gary Thomas by Jim Bailey, Asst
Director of Finance and Purchasing



June 21, 2011

To Whom It May Concern:

Please consider our proposal for the opportunity to bid for the Jackson County Contract for Professional Mortuary Services.

Charter Funerals is very qualified to handle all facets of the indigent burial/cremation contracts. As the interim contract holder for the past several months, we have had the opportunity to work closely with Jackson County to provide it's indigent residents with a dignified final disposition, while at the same time adhering strictly to the county's policies and procedures. To date this has been a very positive working relationship on both sides.

I hope that you will consider Charter Funerals to continue providing the best service in a timely and professional manner.

Sincerely,

A handwritten signature in cursive script that reads "Bridget Anaya".

Bridget Anaya
Manager
Charter Funerals of Missouri, LLC



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. 28-11
Issued: June 7, 2011
Page One of Eighteen

Jackson County, Missouri is seeking Proposals from licensed mortuaries for a Thirty-Six (36) Month Term and Supply Contract, with Two Twelve (12) 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 12th Street, Kansas City, Missouri 64106 no later than **2:00 PM, CDT on June 28, 2011**; OTHERWISE YOUR PROPOSAL WILL BE REJECTED. There will be a Public Proposal Opening at 2:05 PM, CDT on June 28, 2011 in Conference Room A, Second Floor of the Jackson County Courthouse at the above address.

PLEASE NOTE: There will be a Pre-Proposal Meeting on this Request for Proposal; details on Page 12 of this Request for Proposal.

Disabled persons wishing to participate in the Pre-Proposal Meeting and 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 must be in writing and emailed to bcasamento@jacksongov.org as detailed under General Conditions, Item Five on Page Seven of this Request for Proposal.


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 waive any defect in the offer of any bidder and to reject any or all offers..

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, Pages 3-4 hereof, must be fully completed and signed by you OR if you have a current (issued within the last 12 months and Mandatory Annual Report 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 6 hereof, completed and signed by you; (4) the Acknowledgment of Receipt of Addendum, Page 5, completed and signed; and (5) your proposal as detailed on Page 13 herein.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Respondent's proposal response to Items 1 through 5. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Respondent or the Respondent's proposal will be deemed **NON-RESPONSIVE**.

PLEASE NOTE: The successful Respondent will have to provide a Certificate of Insurance as outlined in Paragraph 25 of the General Conditions on Page 10 and Exhibit A, Page 17 of this Request for Proposal.


Q. Troy Thomas
Director of Finance and Purchasing

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 June 23, 2011. 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. 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 31st 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. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021 (12), sealed bids and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021 (12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all proposals have been rejected.

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 between 120 to 150 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.

From time to time, the Successful Respondent will also be required to transport and dispose of unclaimed bodies that have been received by another funeral/crematory service vendor. If another vendor is in receipt of a body for indigent burial disposition and makes written request that the County permit that vendor to dispose of the body at the County ordinance rate, the Successful Respondent may, upon notice of such other vendor's request to the County and the County's agreement to that disposition, waive any interest in the disposition of that body. If Successful Respondent does not wish to waive that interest, it will proceed to make arrangements to transport that body for disposition.

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.

SCOPE OF WORK, CONTINUED

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.
04. Must be in good standing with the State Board of Embalmers and Funeral Directors and not under any form of probationary or disciplinary status with that board.
05. Prior to the Award of the Contract, the Successful Respondent will provide a criminal history/background check to the County of all employees that will be working for the Successful Respondent on this Contract. After the Contract has been awarded, any new hires or replacement personnel will be required to have a criminal history/background check prior to working on this Contract. The County reserves the right to reject any of the Successful Respondent's personnel that do not pass the criminal history/background check. Successful Respondent will be responsible for all expenses regarding the criminal history/background checks.
06. 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.
07. Must provide grave marker meeting the minimum standards of the cemetery with all current personal information as provided by the Jackson County Medical Examiner.
08. 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.
09. Must provide to the County verification of the burial and location of grave site or cremation remains within 48 hours after the burial.
10. Must provide a detailed invoice for each cremation or burial service to Jackson County, Missouri, Attention Michael Wells, County Counselor's Office, 415 East 12th Street, 2nd 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. All invoices must be submitted to the County Counselor's Office no later than 10 (ten) business days after the cremation or burial service.
11. Must provide a detailed monthly report on cremation or burial services to the County Counselor's Office in an excel spreadsheet that contains the following information: First Name, Last Name, Sex, Race, Date of Death, Age of Decedent, Amount Invoiced and Date Paid.
12. Must have an Action Plan regarding unclaimed remains of decedents; plans must be submitted and approved by the County.

PROPOSAL REQUIREMENTS

01. **PRE-PROPOSAL MEETING:** There will be a PRE-PROPOSAL MEETING for Respondent's wishing to review the Request for Proposal and ask questions. The Pre-Proposal Meeting will be held on June 23, 2011 @ 9:00 AM, CDT at the Downtown Jackson County Courthouse, 415 East 12th Street, Second Floor, Legislative Assembly Area, Kansas City, Missouri 64106.

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. Plan of Action for Unclaimed Remains.
09. 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.

EVALUATION AND AWARD, CONTINUED

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.

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.

CONTRACT NEGOTIATIONS, CONTINUED

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.

Complete Agreement: Parties agree that this Agreement together with Jackson County, Missouri Request for Proposal No. 28-11 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 th Street, Room 105 Kansas City, Missouri 64106
Contractor:	<u>Charter Funerals of MO LLC</u> <u>1512 Main St</u> <u>Grandview, MO 64030</u>

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 June 23, 2011. Point of Contact for the Purchasing Department is Barbara Casamento, e-mail address is bcasamento@jacksongov.org. All questions will be answered in the form of Addenda and post on the County's web site. Failure to follow this procedure will result in the REJECTION of your proposal.

QUOTATION PAGE

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

\$ 2500.00 /Each Burial, including casket, cemetery plot and all related costs

\$ 695.00 /Each Cremation, including all costs

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

Pricing for 4th Year of Contract:

\$ 2700.00 /Each Burial, including casket, cemetery plot and all related costs

\$ 795.00 /Each Cremation, including all costs

Pricing for 5th Year of Contract:

\$ 3000.00 /Each Burial, including casket, cemetery plot and all related costs

\$ 895.00 /Each Cremation, including all costs

Respondent Name: Charter Funerals of MO, LLC

Contact Person: Bridget Anaya

Address: 1512 Main Street

City, State and Zip Code: Grandview, MO 64030

Telephone Number: 816-921-5555 Fax Number: 913-671-7177

Web Site Address: Charterfunerals.com Email Address: banaya@charterfunerals.com

Regular Business Hours: 8:30 - 5:00 M-F

Emergency Contact: Bridget Anaya

Distance from your Business to the Medical Examiner's Office: < 10 miles

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

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.



Abilities related to Scope of Work:

As a full service funeral home, Charter Funerals is adept at providing both full, traditional services as well as cremations. Our staff has many years of family service experience and the skills required to navigate the intrinsic difficulties of dealing with families during a time of loss.

Charter Funerals has a fleet of five vehicles to provide transportation of the decedent. Our state of the art preparation room includes a four-person cooler to accommodate those decedents awaiting cremation.

Our staff is also experienced at obtaining the necessary paperwork for the cremation process, as well as the permits required for a traditional burial.



Plan of action for unclaimed remains:

Charter Funerals manages two local cemeteries, either of which may be used for the interment of unclaimed remains. The remains will be interred in a mausoleum crypt and a record will be made of the decedent's name, date of death, date of interment, and the location of the grave. Both of these cemeteries are in Jackson County, Missouri.

Charter Funerals also owns a cemetery in Leavenworth, Kansas that may be used for the interment of unclaimed remains.