

REQUEST FOR PROPOSAL

2011-22J

November 2, 2011

The above number must appear on all quotations and related correspondence.

THIS IS NOT AN ORDER

**PROPOSALS ACCEPTED NO LATER THAN:
3:00 PM, WEDNESDAY, NOVEMBER 30, 2011**

**TO: Julie Rollins C.P.M.
Utah County Auditors Office
100 East Center, Suite 3600
Provo, UT 84606 (801) 851-8234**

UTAH COUNTY IS ACCEPTING PROPOSALS FROM QUALIFIED SUPPLIERS TO PROVIDE PROFESSIONAL SERVICES IN THE DISPOSITION OF THE BODIES OF INDIGENT RESIDENTS OF UTAH COUNTY BY CREMATION OR, IN THE CASE OF DEATH BY HOMICIDE, BY BURIAL.

***** SEE ATTACHED SPECIFICATIONS AND REQUIREMENTS *****

PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR PROPOSAL:

- TRANSMITTAL LETTER
- COMPLETED DETAILED INFORMATION RESPONSE FORMS (EXHIBIT B)
- SIGNATURE PAGE (EXHIBIT C)
- CERTIFICATE OF NON-COLLUSION (EXHIBIT D)

PLEASE DIRECT ALL QUESTIONS TO: (VIA E-EMAIL ONLY)

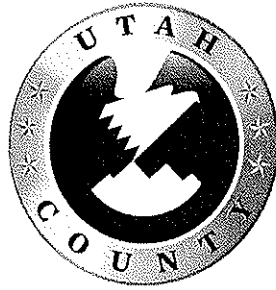
PJ MAUGHAN, SUBSTANCE ABUSE
ucadm.MerillanM@state.ut.us

PLEASE SUBMIT FOUR (4) COPIES OF YOUR PROPOSAL.

SEALED PROPOSALS SHOULD BE MAILED OR HAND DELIVERED TO: JULIE ROLLINS, UTAH COUNTY PURCHASING AGENT, 100 EAST CENTER, SUITE 3600, PROVO, UTAH 84606, AND SHOULD BE CLEARLY MARKED "SEALED PROPOSAL." PLEASE REFERENCE RFP# 2011-22J ON ALL DOCUMENTS PERTAINING TO THIS PROPOSAL. ALL PROPOSALS ARE DUE ON WEDNESDAY, NOVEMBER 30, 2011, AT 3:00 P.M. NO LATE PROPOSALS WILL BE ACCEPTED.

UTAH COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR WAIVE MINOR IRREGULARITIES WHEN TO DO SO WOULD BE IN THE BEST INTERESTS OF UTAH COUNTY. MINOR IRREGULARITIES ARE THOSE WHICH WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON OVERALL COMPETITION OR PERFORMANCE LEVELS.

JULIE ROLLINS, C.P.M.
PURCHASING AGENT



UTAH COUNTY

REQUEST FOR PROPOSALS

FOR

Disposition of Indigent Deceased

2011 Procurement

SECTION 1 – ADMINISTRATIVE OVERVIEW

1.1 BACKGROUND

Utah County provides for the disposition of the deceased indigent residents of Utah County pursuant to Section 17-53-221, Utah Code Annotated, 2000, and Article 2-6 of the Utah County Code.

1.2 PURPOSE

Through this Request for Proposals (RFP), Utah County intends to evaluate qualified funeral homes to provide professional services in the disposition of the bodies of indigent residents of Utah County by cremation or, in the case of death by homicide, by burial.

1.3 RFP ORGANIZATION

Pursuant to this RFP a contract will be executed, a copy of which is attached as Exhibit A. The contract period will be for a term of approximately 3 years, commencing January 1, 2012 and terminating December 31, 2015. Utah County shall have an option, pursuant to that contract, to renew the contract for two additional one year periods, upon the same terms and conditions.

This RFP is organized into six (6) sections plus Exhibits and a signature page.

Section 1, Administrative Overview – Outlines general information on the objectives of this RFP, background information on the issuing entity, and the organizational structure of the RFP.

Section 2, Procurement Rules and Procedures – Outlines the rules and schedules for this procurement.

Section 3, Instructions for Proposal Preparation – Outlines the precise manner in which proposals must be submitted for consideration. Failure to adhere to these guidelines may result in the rejection of the proposal.

Section 4, Proposal Requirements – Outlines the inclusion requirements for consideration of proposals.

Section 5, Evaluation Procedures – Describes how proposals will be evaluated by the issuing entity.

Section 6, Terms and Conditions – Outlines certain terms and conditions under which the contract must be performed.

SECTION 2 – PROCUREMENT RULES AND PROCEDURES

2.1 PROCEDURE

The procedure for the issuance of this RFP, evaluation of proposals, and selection of a provider is as follows:

- a. Interested entities will prepare and submit their proposals according to the Procurement Timetable contained in Subsection 2.3;
- b. Utah County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.
- c. The selected provider will be required to sign the contract which is attached as Exhibit A.

2.2 RULES OF PROCUREMENT

For this procurement, all proposals will be submitted in the proposal format outlined in Section 3 (Instructions for Proposal Preparation) of this RFP.

All prospective providers must meet the enclosed criteria as of the date of submission. Respondents will provide all requested information in the Detailed Information Response Forms.

Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

2.3 PROCUREMENT TIMETABLE

Below is the Procurement Timetable that has been established for this RFP.

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	November 2, 2011
Closing Date for Receipt of Proposals	November 30, 2011 3:00 p.m. Mountain Standard Time (MST)

2.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be directed to the Utah County Division of Substance Abuse, to PJ Maughan via email only on or prior to November 9, 2011 no later than 4:00 p.m. All questions submitted will be answered by November 16, 2011 by 4:00 p.m.

Business Hours: 9:00 a.m. to 5:00 p.m. MST or MDT

Email Address: ucadm.MerialanM@state.ut.us

Telephone Number: (801) 851-7127

After proposals have been submitted, respondents may arrange to meet and further discuss any related issues.

SECTION 3 – INSTRUCTIONS FOR PROPOSAL PREPARATION

3.1 PROPOSAL ORGANIZATION AND NUMBER OF COPIES

Each respondent must submit four (4) copies of its proposal with original signatures to the Utah County Purchasing Agent. The proposal must be delivered to

Julie Rollins
Utah County Purchasing Agent
100 East Center, Room 3600
Provo, Utah 84606

Please reference RFP 2011-21J on all documents pertaining to this proposal

The proposal must include (in the following order):

- Transmittal letter describing background of respondent and the intent to participate in the contract.
- Completed Detailed Information Response Forms provided in the RFP (including all requested attachments).
- Signature Page certifying that the respondent understands the terms and conditions of the RFP and intends to abide by them if awarded a contract.

3.2 PROPOSAL INCLUSION REQUIREMENTS

In order to be considered, a proposal must contain all sections as described in Subsection 3.1. Additionally, all respondents must answer all questions contained in Subsections 4.2 and 4.3. Requested documentation relating to these forms must be attached. Responses must be on the included forms – no exceptions or substitutions will be allowed. If the respondent requires additional space, plain sheet(s) of paper may be used and attached to the form(s).

The occurrence of any of the following may result in disqualification of a respondent:

- a. Failure to submit a completed proposal within the established timetable.

-
- b. Failure to completely answer all questions on the proposal.
 - c. Use of any other type of form or format other than those indicated in the RFP.
 - d. Failure to provide requested documentation at the time of proposal submission.
 - e. Illegible responses.
 - f. Failure to sign and return the Signature Page.

SECTION 4 – PROPOSAL REQUIREMENTS

4.1 LETTER OF TRANSMITTAL

The letter of transmittal shall be on official business letterhead. The letter of transmittal shall include:

- A statement that the respondent will comply with all terms and conditions as indicated in the RFP.
- A statement indicating whether the respondent is a corporation or other legal entity.
- A statement including the number of the respondent's state license to operate a funeral establishment, that such license is in good standing and that respondent intends to maintain such license in good standing for the duration of any award that may be made through this RFP process.
- A statement that no one involved with the respondent's business has ever been disbarred or otherwise disqualified from contracting with the State of Utah, Utah County Government or any other political subdivision of the State of Utah.
- A statement that no attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal.

- A signed and notarized copy of the Certificate of Non-Collusion included with this RFP as Exhibit D.
- A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
- Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take a call from Utah County.
- Name and complete mailing address of the respondent along with telephone number, email address, and fax number.

4.2 DETAILED INFORMATION RESPONSE FORM

The Detailed Information Response Form attached as Exhibit B must be completed and included in the submission.

4.3 SIGNATURE PAGE

A signature page in the form attached as Exhibit C must be executed and included in the submission.

SECTION 5 – EVALUATION PROCEDURES

This process will include, but not be limited to, proposal evaluation and verification by appropriate members of the Utah County Government staff.

5.1 ACCEPTANCE OF PROPOSAL

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

5.2 DISPOSITION OF PROPOSALS

All proposals (and the information contained therein) shall become the property of Utah County. No proposal shall be returned to the respondent regardless of the outcome of the selection process.

All proposals will be evaluated by authorized representatives of Utah County.

SECTION 6 – TERMS AND CONDITIONS

6.1 GENERAL

Utah County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a definitive signed agreement with the awarded provider.

It is vitally important that any person who signs a proposal or contract on behalf of a provider organization certifies that he or she has the authority to so act. The provider who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participation in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County

and such person shall have executed and delivered a definitive written agreement.

By responding to this RFP, each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of the evaluation of any potential arrangement and the use of the information contained in this RFP. Only those particular representations or warranties which may be contained in any definitive agreement when, as and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the parties in any manner or having any legal effect whatsoever.

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6.2 PAYMENT

Utah County would reimburse the selected provider on a regular basis. Reimbursement would be at the contract rates included in the final contract.

6.3 INSPECTION AND ACCEPTANCE

Utah County or its authorized representatives would have the right to enter the premises of the selected provider, or such other places where contract services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the agreement. The selected provider must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

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EXHIBIT A

AGREEMENT NO. 2011-_____

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and _____ <name> _____, a licensed funeral director, of _____ <address> _____ Utah County, State of Utah, hereinafter referred to as **PROVIDER**.

WITNESSETH:

WHEREAS, COUNTY, a body corporate and politic, desires to fulfill its responsibilities pursuant to Section 17-53-221, Utah Code Annotated, 1958, as amended, and Article 2-6 of the Utah County Code, to provide for the disposal of bodies of indigent decedents who were Utah County residents; and

WHEREAS, PROVIDER is willing to assist in the provision of such services for COUNTY in consideration of receiving such fees as herein provided.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF WORK

In consideration of the compensation set forth in Section Two, the PROVIDER agrees to provide the following services to COUNTY for the duration of this Agreement:

- a. To provide for the cremation of the bodies of indigent decedents who had been Utah County residents. In the event the decedent died as a result of a homicide, to provide for the burial of indigent decedents who had been Utah County residents.

Utah County Government Disposition of Indigent Deceased Agreement

b. To assist the process by completing applications for services on forms to be supplied by the COUNTY, and to verify the residence and income of the applicant according to guidelines provided by the COUNTY.

c. To provide billings at the time the services are performed in accordance with the PROVIDER's usual method of billing.

d. The PROVIDER shall not be responsible to pay other funeral homes for the cost of removal of a decedent's body from a home nor for the cost of embalming if the other funeral home embalms the decedent prior to transporting the decedent to PROVIDER. COUNTY agrees to notify other funeral homes in the County that COUNTY will pay them \$_____ to remove a decedent from a home to PROVIDER'S location and \$_____ to remove a decedent and embalm a decedent prior to transporting the decedent to PROVIDER'S location.

2. COMPENSATION

A. In exchange for services listed in Section One, COUNTY will pay PROVIDER the following:

(1) the sum of \$_____ per adult or youth cremation. For the purposes of this Agreement, a youth is defined as a child younger than age 13 years.

(2) the sum of \$_____ per child or infant cremation.

For the purposes of this Agreement, a child or infant is defined as a fetus of a minimum 22 weeks gestation through a child younger than age 13 years.

Utah County Government Disposition of Indigent Deceased Agreement

(3) the sum of \$_____ per adult or youth burial if the decedent's family provides the cemetery space and \$_____ per adult or youth burial if the PROVIDER is required to provide the cemetery space.

(4) the sum of \$_____ per child or infant burial if the decedent's family provides the cemetery space and \$_____ per child or infant burial if the PROVIDER is required to provide the cemetery space.

(5) the sum of \$_____ per any burial if the COUNTY provides the cemetery space for burial of a victim of a homicide.

B. COUNTY will pay PROVIDER in accordance with the agreed upon amounts as bills are submitted by PROVIDER and only upon the Utah County Division of Substance Abuse's verification and approval of bills submitted.

3. INDEPENDENT CONTRACTOR:

Both parties agree that the PROVIDER shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, the PROVIDER shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY except as expressly set forth herein. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY. PROVIDER shall furnish a Certificate of Insurance to COUNTY evidencing that PROVIDER has workers' compensation insurance for PROVIDER and all employees of PROVIDER.

Utah County Government Disposition of Indigent Deceased Agreement

4. INDEMNIFICATION

A. The PROVIDER agrees to jointly and severally defend, indemnify, and hold the COUNTY harmless from any and all liability whatsoever, which may arise from the PROVIDER'S performance or provision of services in accordance with this Agreement or from the PROVIDER'S failure to perform its obligations under this Agreement. This obligation to indemnify shall include reasonable attorney's fees and all other reasonable costs which may arise from the PROVIDER'S actions.

B. The PROVIDER agrees to maintain errors and omissions insurance with limits of \$648,700 for one person in an occurrence, \$2,221,700 aggregate for two or more persons in an occurrence, and \$259,500 for property damage for any one occurrence. PROVIDER shall furnish a Certificate of Insurance to COUNTY evidencing that PROVIDER has appropriate errors and omissions insurance.

5. EMPLOYMENT STATUS VERIFICATION

CONTRACTOR shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. CONTRACTOR shall, by contract, require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

5. SUPERVISION AND INSPECTION

In the performance of the work herein contemplated, PROVIDER has the authority to control the services rendered.

Utah County Government Disposition of Indigent Deceased Agreement

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Utah County Government Disposition of Indigent Deceased Agreement

6. DURATION

A. This agreement shall be effective from the date of execution and shall terminate on December 31, 2014, unless renewed by COUNTY prior to that date. COUNTY shall have the option of renewing this Agreement for two additional one year periods by notifying the PROVIDER that it intends to renew the Agreement on or before September 15, 2014. Either party may terminate this Agreement without cause by giving written notice to the other party 90 days prior to termination.

B. In the event of said termination, COUNTY shall not be liable for costs of any services performed by PROVIDER after such termination date. Any notice and other communications given pursuant to the provisions of this paragraph shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, to the other party to this Agreement.

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Utah County Government Disposition of Indigent Deceased Agreement

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the dates listed below.

DATED this _____ day of _____, 2011.

COUNTY

<PROVIDER>

Gary Anderson, Chairman

Date

<NAME>

Date

Utah County Commission

<TITLE>

ATTEST AND APPROVED:

APPROVED:

AS TO AVAILABILITY OF FUNDS

AS TO FORM

Bryan Thompson

Date

Dianne Orcutt

Date

Utah County Clerk/Auditor

Deputy Utah County Attorney

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Utah County Government Disposition of Indigent Deceased Agreement

EXHIBIT B

DETAILED INFORMATION RESPONSE FORM

In order to receive full consideration, submitted proposals must contain responses to all questions. Failure to respond to all questions may result in exclusion from participating in this RFP.

1. **Licensing Requirements.** It is required that the selected provider will have its state license in good standing and have a current local business license. To meet this requirement, please respond to the following questions:

	YES	NO
Is your State License in good standing?	<input type="checkbox"/>	<input type="checkbox"/>
Have you included copies of your State License?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have a current Local Business License?	<input type="checkbox"/>	<input type="checkbox"/>
Have you included copies of your Local Business License?	<input type="checkbox"/>	<input type="checkbox"/>

Utah County Government Disposition of Indigent Deceased Agreement

2. **Provision of Services.** It is required that the selected provider be able to dispose of the bodies of indigents primarily by cremation. In the event the death was the result of a homicide, the provider will be required to use a COUNTY owned plot and provide the means for a burial which meets the minimum requirement of State law for burials. To meet this requirement, please respond to the following questions:

YES NO

Can you provide cremation services and burial services as required?

3. **Complete Cost.** It is required that the selected provider agree that the bid price will include the total cost for the disposition of the remains of the deceased and that no other charges will be made to the family of the decedent or his estate. To meet this requirement, please respond to the following questions:

DETAILED INFORMATION RESPONSE FORM

YES NO

Do you agree to operate under this requirement?

What are your proposed costs for providing the following services:

All inclusive cost of adult or youth cremation.	\$
All inclusive cost of infant or child cremation	\$
All inclusive cost of infant or child burial if PROVIDER is required to provide the cemetery space	\$
All inclusive cost of adult or youth burial if PROVIDER is required to provide the cemetery space	\$
All inclusive cost of infant or child burial if decedent's family provides the cemetery space	\$
All inclusive cost of adult or youth burial if decedent's family provides cemetery space	\$

DETAILED INFORMATION RESPONSE FORM

All inclusive cost of any burial of a homicide victim if COUNTY provides cemetery space	\$
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4. **Administrative Procedures.** It is required that the selected provider assist in providing administrative services which include completing applications on forms supplied by the County and verifying residence and income of the applicant according to guidelines provided by the County. Costs to the PROVIDER of such administrative services are to be included in the table of proposed costs in 3. above. To meet this requirement, please respond to the following question:

Do you agree to assist in providing administrative services to applicants?

YES NO

☺ ☹

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DETAILED INFORMATION RESPONSE FORM

5. **Company Background.** In the space provided, please provide information about the organization of your business. Include number of years in business, ownership information, types of services provided, total number of employees, etc.

DETAILED INFORMATION RESPONSE FORM

6. In the space provided, please describe in detail how you propose to bill Utah County for services.

DETAILED INFORMATION RESPONSE FORM

EXHIBIT C

SIGNATURE PAGE

All sections and exhibits of the 2011 Utah County Disposition of Indigent Deceased RFP are understood and agreed upon.

Signature

Title

DETAILED INFORMATION RESPONSE FORM

EXHIBIT D

CERTIFICATE OF NON-COLLUSION FORM

STATE OF UTAH) REQUEST FOR PROPOSALS
) Disposition of Indigent Deceased SERVICES
COUNTY OF UTAH)

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:

That as a condition precedent to the award of the Utah County project as above captioned,

I _____
(Owner, partner, officer of delegate) of _____

_____ (firm) do solemnly swear that neither I nor, to the best of my knowledge, any member or members of my firm have either directly or indirectly restrained free and competitive professional selection on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by the Utah County Division of Substance Abuse, with regard to this contract.

DETAILED INFORMATION RESPONSE FORM

Signature

Date

By: (Title) _____

NOTARY:

Subscribed and sworn to before me this _____ Day of _____

_____ A.D. 2011

My Commission Expires: _____

Residing at _____

Seal

By: _____

DETAILED INFORMATION RESPONSE FORM

Notary Public