

REQUEST FOR PROPOSALS FOR
Transportation Services of Human Remains for the Baldwin County
Coroner Office
BALDWIN COUNTY COMMISSION

The Baldwin County Commission is requesting proposals from prospective vendors to provide removal and transport of deceased bodies, throughout Baldwin County and to the Alabama Department of Forensic Science, currently located at USA Hospital in Mobile, AL. Typical response locations include accident scenes, medical facilities, funeral homes, and residences. Historically over the past three years, such requirements occur on average, approximately 800 times annually. Vendors are encouraged to initiate preparation of proposals immediately upon receipt of this RFP for all relevant questions and information needs to be identified and answered, and to allow adequate time to prepare a comprehensive and complete response. Please note that this RFP does not constitute an offer but rather a request for offers from vendors.

SCOPE OF WORK

A. Service Requirements

The requirements of the successful bidder (also referred to as Contractor) includes, but is not limited, to the following:

1. Services shall be available and provided as necessary to the Coroner's Office 365 days per year, 24 hours per day.
2. Response time (arrival at location) to directed scenes shall not exceed one hour. A less than one hour response time shall be maintained for 90% of cases. Adequate dispatch and communication capabilities for enroute assessment and estimated time of arrival shall be provided. Clipboards, response forms and ink pens shall be included as standard vehicle supplies.
3. Each transport team shall be comprised of two (2) persons. Both persons shall be physically capable of removing bodies and be trained in proper lifting techniques.
4. The transport vehicle must be appropriate for safe and secure body transport and be able to hold two bodies at one time, when required. Vehicles must have the capability to respond to off-road scenes. Two vehicles or more will be necessary in order to respond concurrently to two or more scenes, or when more than two bodies must be transported. A rolling collapsible gurney should be included with each vehicle. Vehicles should be plain in color and have emergency lights. All contractor personnel shall be required to arrive at the scene in company-owned vehicles, which shall be verified by vehicle registration.
5. Follow all check -in and check -out procedures provided by the Coroner.

6. Provide appropriate Insurance for vehicles and Liability of cargo.
7. The contractor shall comply with all OSHA, EPA, and Alabama State regulations regarding ground transport of bodies and handling of infectious bio-hazard material.
8. The contractor shall also provide proper procedures and PPE to protect personnel from exposure to biohazard pathogens, as well as protect the response location from contamination to the satisfaction of the Coroner.
9. The Contractor shall provide each employee an identification badge, card or similar device, indicating the name of the firm and the identification (full name) of the employee. Such identification devices should display employee's and/or subcontractor's picture.

B. Contractor Qualifications and Personnel

1. All employees of the Contractor and/or subcontractors performing removal services must successfully pass a background check. The Coroner reserves the right to be provided with background information and to deny any personnel as the Coroner deems unfit.
2. The personnel must meet the following basic criteria:
 1. 18 Years of age
 2. Valid Driver's License
 3. Commit to background check and random drug screen
 4. Follow appropriate protocols for loading and lifting bodies
3. The Contractor's employees or subcontractors must be sensitive to the service performed and must be clothed appropriately in business or business casual attire such as collard shirt, tie, trousers, or khaki trousers etc. and should not wear jewelry or other excessive body adornments. Always assure professional conduct of on-scene personnel and assure all complaints will result in immediate corrective action.

C. Baldwin County Commission Supplied Equipment

1. Coroner will provide appropriate body bags, body bag seals, as well as a United States Flag for Veteran removals. The Contractor will be mindful of the equipment and supplies they utilize provided by the Office of the Coroner.

SERVICE PROVIDER RESPONSIBILITIES

Service provider will assume responsibility for delivery of services, regardless of whether or not the Service provider subcontracts any of these services. The Service provider will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Service provider will be totally responsible for all obligations outlined under this RFP.

HOLD HARMLESS PROVISION

The service provider shall at all times indemnify and hold harmless the County and its departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will, at his expense, defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any suit arising from any such cause.

CONTRACT PERIOD

This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) additional twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extensions will be at the same prices, terms and conditions as the original contract.

SERVICE PROVIDER QUALIFICATIONS

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating the fact that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

All vendors, contractors and the grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

CONTRACT AWARD

Baldwin County Commission intends to award multiple contracts to the lowest responsive and responsible bidders who are authorized to conduct business in the State of Alabama. Each bidder submitting a quote must complete and include the RFP submission form regarding company identification and ownership disclosures, conflict of interests and collusion.

Example of Rotating Call Schedule for 2-3 Vendors

M – Company A	M- Company A
T- Company B	T- Company B
W- Company A	W- Company C
H- Company B	H- Company A
F- Company A	F- Company B
S- Company B	S- Company C
S- Company A	S- Company A

GENERAL SUBMISSION INFORMATION

Baldwin County intends to award multiple contracts to qualified contractors for the services. The proposal should address the contractor's capabilities for performing all aspects of the desired services while presenting specific project information and substantiating the contractor's approach for completing the services requested.

SUBMISSION PROCEDURES, REQUIREMENTS

One original and two (2) copies of the proposal must be received by the County prior to **2:00 P.M., (Central Standard Time) on Friday, May 16, 2025.** All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted.** Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Director
312 Courthouse Square, Suite 15 (mailing address)
257 Hand Avenue (physical address)
Bay Minette, AL 36507
Phone: (251) 580-2520

INQUIRIES AND QUESTIONS

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Manager, at wgautney@baldwincountyal.gov no later than **2:00 P.M., Central Standard Time, on May 8, 2025.**

PREPARATION COST

The County shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

SERVICE PROVIDERS INSURANCE PROVISIONS

The service provider shall not commence work under this contract until all the required insurance has been obtained by service provider and approved by the County. Nor shall the service provider allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

The service provider at his expense shall carry, with insurers satisfactory to County, throughout the term of the contract, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at/in/on any property, site, location, vessel, or equipment. *All liability insurance shall name the County as an additional insured.* Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies.

The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should the service provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend any Agreement until insurance is obtained, terminate any Agreement immediately without further action, or hold service provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite must be provided upon submission of the RFP.

EXAMINATION OF PROPOSALS

Proposers should carefully examine the entire RFP and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services and the conditions likely to be encountered in performing the services.

EXCEPTIONS

It is the intent of the County to award a contract on a fair, competitive basis. For this reason, the County may view the notation of any 'Exception' in response to any material conditions or requirement of the RFP as an attempt by the vendor to vary the terms of the RFP which, in fact, may result in giving such vendor an unfair advantage over other vendors. The County may, at its option, disqualify proposals in which the exceptions alter the overall intent of this RFP. The County requires each vendor to provide a list of exceptions taken to this RFP. Any exceptions taken must be identified and explained in writing. An exception is defined as the vendor's inability to meet a requirement in the manner specified in the RFP. If the vendor provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of vendor's solution, must be described in detail.

LATE SUBMISSIONS

Proposals not received prior to the date and time specified in this document will not be considered and will be returned unopened after recommendation of award.

REJECTION OF PROPOSALS

The County reserves the right to reject any and all proposals if determined to be in the best interest of the County.

PROPOSAL PREPARATION GUIDELINES

Instructions to the Vendor

This section of the RFP provides specific instructions as to the format and content of the proposal. Proposals should include all data and information required by this RFP. Proposals should address and follow the numerical sequence of the specific information requested by these instructions. Nonconformity with the instructions may be cause for rejection of the proposal.

The proposal for the transportation of human remains should be clear, coherent, legible, and prepared in sufficient detail for effective evaluation by County staff. The vendor should assume that the evaluation team has no previous knowledge of this service and will base its evaluation on the information presented in the proposal. Emphasis should be placed on brief, complete and factual data in the areas, which are set forth in the RFP. Content and quality are more important than quantity.

The entire set of documents contained in this package constitutes the RFP. The vendor must respond to this RFP with all information necessary to properly analyze the vendor's response. Vendor's notes and comments may be rendered on an attachment, provided the vendor includes a reference to the RFP topic number.

Proposal Content

Baldwin County desires all vendor proposals to be identical in format in order to facilitate comparison. While Baldwin County's format may represent a departure from the vendor's preference, Baldwin County requests strict adherence to the format. The table of contents for the proposal should be as follows:

Submittal Table of Contents

Cover Letter

- I. Introduction
 - a. Executive Summary
- II. Firm Profile and Qualifications
 - a. Vendor Profile and Overview
 - b. Qualifications and References
 - c. Key Personnel Assignments
- III. Vendor's Response to Requirements
- IV. Vendor's Proposed Solution
- V. Cost Schedules
- VI. Other

The following details the information required for each section, as outlined above. The vendor must ensure that all requested items are included in the response. All parts of the response must be submitted in hard copy form.

REQUEST FOR PROPOSALS RESPONSE FORM

TRANSPORTATION SERVICES OF HUMAN REMAINS FOR THE BALDWIN COUNTY CORONER

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Name of Company Representative: _____

Position: _____

Phone: _____

Fax: _____

Email: _____

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as "PROVIDER").

The Request for Proposals specifications are fully set forth as part of this Contract.

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER:

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined

herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements, and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Request for Proposals,”** the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in the Request for Proposals for Transportation Services of Human Remains for the Baldwin County Coroner.”

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be \$ _____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) additional twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or

nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

_____/_____
MATTHEW P. MCKENZIE, Chairman /Date

_____/_____
ROGER H. RENDLEMAN /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Matthew P. McKenzie, whose name as Chairman of Baldwin County Commission, and Roger H. Rendleman, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2025.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider Name

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 2025.

Notary Public, _____
My Commission Expires _____