

C-12-0481
RECEIVED

**Amendment to Agreement for
Transport of Dead Bodies
RFP 09-076
(Secondary Vendor)**

AUG 14 2012

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this 21 day of August, 2012, by and between **Capital City Transfer Service Inc., P.O. Box 84123, Lincoln, NE 68501-4123** (hereinafter "Contractor") and **Lancaster County**, hereinafter "County"), for the purpose of amending an Agreement dated **May 5, 2009**, County Contract No. **C-09-0193**, (the "Agreement"), for **Transport of Dead Bodies, RFP 09-076**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is May 1, 2009 through April 30, 2012 with the option to renew for one (1) additional three (3) year period upon written mutual consent of both parties;

WHEREAS, the parties wish to renew this agreement for one (1) additional three (3) year term being May 1, 2012 through April 30, 2015; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract No. C-09-0193, and stated herein the parties agree as follows:

- 1) The parties agree that this Agreement shall be renewed for one (1) additional three (3) year term being May 1, 2012 through April 30, 2015.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Approved as to form
this 21 day of August, 2012

Lancaster County Board of Commissioners Signatures
Executed this 21 day of August, 2012

Dutton Behrens
Deputy County Attorney
Lancaster County Attorney

Jane Gould
Bruce Beer
John Schorr
Dawn Hudkins
Don Meyer

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 8-2-2012

| | |
|-------------------------------------|--------------------------------------|
| Company Name: (PLEASE PRINT) | Capital City Transfer Service Inc |
| By: (PLEASE PRINT) | Brian F. Woolsey |
| By: (PLEASE SIGN) | <u>B. F. Woolsey</u> |
| Title: | Owner |
| Company Address: (PLEASE PRINT) | P.O. Box 84123 Lincoln NE 68501-4123 |
| Company Phone & Fax: (PLEASE PRINT) | 402 - 540 - 5034 |
| E-Mail Address: (PLEASE PRINT) | wdubwoolz2@yahoo.com |

C-09-0193

RECEIVED

Original Copies to: Contractor
County Clerk
County Agency

LANC. COUNTY CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

**Transport of Dead Bodies
RFP 09-076**

**-Secondary Vendor-
Capital City Transfer Service Inc.
Brian Woolsey
P.O. Box 84123
Lincoln, NE 68501-4123
402-540-5034**

**LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Capital City Transfer Service, P. O. Box 84123, Lincoln, NE 68501-4123 (Secondary Vendor), hereinafter called the Contractor, and Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the County.

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Transport of Dead Bodies, RFP 09-076; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the best choice for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, provide, and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal Supplier Response, or part thereof, as follows:
2. Consideration. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

The County will pay for products and services according to the pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. County shall order products and services on an as needed basis for the duration of the Contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. 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 compensation; and selection for training, including apprenticeship.

4. Term. The term of agreement shall be three (3) years from **May 1, 2009 thru April 30, 2012.** The parties shall have the option to renew for an additional (3) three year period upon the written mutual consent of both parties.
5. Multiple Vendors. The parties acknowledge and agree that the Contractor shall be the secondary vendor for the performance of the Work embraced in this contract and that the County may maintain a primary vendor of such services. The parties acknowledge and agree that the County may, at its sole discretion, use the services of its primary vendor to perform the Work.
6. No Solicitation. During the term of this Contract the Contractor shall not directly or indirectly, or through any other party promote services or solicit business from any party, relative of deceased, or witness whom Contractor had or has contact with or exposure to at any time while performing services pursuant to this Contract. Promotion of services or solicitation of business shall include but not be limited to promoting or soliciting to provide, arrange or refer funeral services, cremation services, memorial services, burial services, pre funeral consultations or planning, or monument or funeral merchandise sales. Contractor shall provide a monthly report detailing all funeral services, cremation services, memorial services, burial services, pre funeral consultations or planning, or monument or funeral merchandise sales that it provides to any party regarding a deceased person that is transported pursuant to this Contract. Such report shall be in writing and be delivered to the Lancaster County Attorney's Office. Any promotion of services, solicitation of business or attempted promotion or solicitation of business shall be a substantial breach of the Contract and the County may terminate the Contract without penalty by providing written notice of termination to Contractor.
7. Insurance. The Contractor shall provide insurance in accordance with the "Insurance Requirements for County Contracts" attached hereto and incorporated by this reference. Lancaster County Nebraska shall be listed as additional insured.
8. Termination. Termination of the Contract shall be as provided in the Specifications No. 09-076 and the Instructions to Bidders, except for violation of the No Solicitation clause above.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. The Contract Agreement
 2. Specifications No. 09-076
 3. The Instructions to Bidders
 4. The Accepted Proposal/Supplier Response, Transport of Dead Bodies, RFP 09-076
 5. Insurance Requirements for County Contracts

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached. In the event of conflict, silence or ambiguity in the Contract, the Contract Documents shall be referred to in the prioritized order listed above.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this contract.

EXECUTION BY THE LANCASTER COUNTY, NEBRASKA

Approved as to form
this 5 day of May, 2009

Kristy Bauer
Deputy County Attorney
For Gary E. Lacey
Lancaster County Attorney

LANCASTER COUNTY BOARD OF
COMMISSIONERS

Bob Sharr
Greg Howard Jr
Barbara Keen
Janey Redmond
Bob Workman

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Capital City Transfer Service Inc.
Name of Corporation
419 W. Fletcher Ave #11 Lincoln, NE
(Address)
By: Brian F. Woolsey
Duly Authorized Official
Pres / CEO
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Capital City Transfer Service
Name of Organization
Transport and Removal Service
Type of Organization
419 W. Fletcher Ave #11 Lincoln NE
(Address) 68521
By: _____
Member
By: _____
Member

IF AN INDIVIDUAL:

Brian F. Woolsey
Name
419 W. Fletcher Ave #11
Address Lincoln, NE 68521
B. F. Woolsey
Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|--|---------------------|--|---------------------|
| Bid Creator | Robert Walla Asst. Purchasing Agent | Address | Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508 | Address |
| Email | | Contact | Robert Walla Asst. Purchasing Agent | Contact |
| Phone | 1 (402) 441-8309 | | | Department |
| Fax | 1 (402) 441-6513 | | | Building |
| Bid Number | 09-076 | Department | | Floor/Room |
| Title | Transport of Dead Bodies | Building | | Telephone |
| Bid Type | RFP | Floor/Room | | Fax |
| Issue Date | 03/25/2009 | Telephone | 1 (402) 441-8309 | Email |
| Close Date | 4/8/2009 12:00:00 PM CST | Fax | 1 (402) 441-6513 | |
| Need by Date | | Email | rwalla@lincoln.ne.gov | |

Supplier Information

Company Capital City Transfer Service Inc.
 Address Capital City Transfer Service
 P.O.Box 84123
 Lincoln, NE 68501-4123
 Contact Brian Woolsey
 Department
 Building
 Floor/Room
 Telephone 1 (402) 540-5034
 Fax 1 (402) 474-2650
 Email bdubwoolz2@yahoo.com
 Submitted 4/8/2009 11:08:12 AM CST
 Total \$625.00

Signature

Supplier Notes

Capital City Transfer Service has been in business for three plus years and has worked with all funeral homes in Lincoln and the surrounding area. Capital City Transfer Service has worked closely with the Lincoln Police Department and the crime scene investigators, Lancaster County Sheriff's Department, and the Nebraska State Patrol. Capital City Transfer Service is well versed in coronor calls including, but not limited to-shootings, stabbings, suicide, overdoses, accidental deaths, car accidents, and heavily decomposed bodies.

Bid Notes

Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|----|--------------------------------|--|---|
| 1 | Insurance Requirements | I acknowledge reading and understanding the Insurance Requirements. | Yes |
| 2 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 3 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 4 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 5 | Instructions to Proposers | I acknowledge reading and understanding the Instructions to Proposers. | Yes |
| 6 | Renewal is an Option | Contract Extension Renewal is an option. | Yes |
| 7 | Contact | Name of person submitting this bid: | Brian Woolsey- Owner/Capital City Transfer Service |
| 8 | References | I have attached my two references to the Response Attachment section of this bid. | Yes |
| 9 | Term Clause of Contract | (a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____ | b) YES, \$.25 increase at \$3.00 or higher a gallon of gas, and additional \$.25 increase at \$4.00 a gallon of gas for loaded miles. All other prices will remain firm from April 6,2009 to end of the contract. |
| 10 | Incident and Body Capabilities | How many incidents and/or bodies can your company service at one time? | Three vans able to handle 6 adults or 4 adults and 4 juveniles at one time |
| 11 | Equipment and Personnel | I have attached a complete description of our equipment and personnel in the Response Attachment section of the ebid. | Yes |
| 12 | Mileage Rate | Cost per mile for transport to any location requested. If you charge different rates for loaded or unloaded, you must indicate so in this section. | \$1.25 loaded per mile and \$0.40 unloaded per mile (the unloaded miles will only be charged when returning to the Douglas County VA to pick up body after autopsy is completed) |
| 13 | Other Fees | Do you charge any other fees which are not listed in the Itemized Price List section of the ebid? Yes or No - If yes, list them here. | NO |

Line Items

| # | Qty | UOM | Description | Response |
|--|-----|-----|--|----------|
| 1 | 1 | EA | Fee for removal and transport of one (1) body from an incident to requested location. | \$115.00 |
| Item Notes: | | | | |
| Supplier Notes: \$115.00 per removal (includes two employees, all equipment required for removal (except body bag), and personal vehicle use anywhere in Lancaster County). Mileage will be accumulated from the place of the removal to the desired location requested by Lancaster County. Mileage fees are as listed above, \$1.25 loaded and \$0.40 unloaded. Unloaded fee is only charged when returning to Douglas County VA to pick up subject after autopsy is completed and returned to the desired funeral home. | | | | |
| 2 | 1 | EA | Fee for removal and transport of each additional body from an incident to requested location. | \$50.00 |
| Item Notes: | | | | |
| Supplier Notes: \$50.00 for additional removal (includes two employees, all equipment required for removal (except body bag), and personal vehicle use anywhere in Lancaster County). Mileage will be accumulated from the place of the removal to the desired location requested by Lancaster County. Mileage fees are as listed above, \$1.25 loaded, and \$0.40 unloaded. Unloaded fee is only charged when returning to Douglas County VA to pickup subject after autopsy is completed and returned to the desired funeral home. For each additional van, a \$115.00 fee will be charged for the first body, with \$50.00 for the second body. | | | | |
| 3 | 1 | EA | Fee for removal and transport of a child (Under age 7) from an incident to requested location. | \$25.00 |
| Item Notes: | | | | |
| Supplier Notes: \$25.00 for the transport of child (under the age of 7) from the scene to the location requested by Lancaster County. The fee includes one employee, all equipment required for removal (except body bag), and personal vehicle use anywhere in Lancaster County). Mileage will be accumulated from the place of the removal to the desired location requested by Lancaster County. Mileage fees are as listed above, \$1.25 loaded and \$0.40 unloaded. Unloaded fee is only charged when returning to Douglas County VA to pick up subject after autopsy is completed and returned to the desired funeral home. | | | | |
| 4 | 1 | EA | Fee for removal and transport of an obese person (over 300 lbs.) from an incident to requested location. | \$145.00 |
| Item Notes: | | | | |
| Supplier Notes: \$145.00 for the removal of the obese person over 300lbs from the scene to the location requested by Lancaster County. (includes two employees, all equipment required for removal (except body bag), and personal vehicle use anywhere in Lancaster County). Mileage will be accumulated from the place of the removal to the desired location requested by Lancaster County. Mileage fees are as listed above, \$1.25 loaded and \$0.40 unloaded. Unloaded fee is only charged when returning to Douglas County VA to pick up subject after autopsy is completed and returned to the desired funeral home. | | | | |
| 5 | 1 | EA | Fee for removal and transport of a decomposed body from an incident to requested location. | \$115.00 |
| Item Notes: | | | | |
| Supplier Notes: \$115.00 per removal (includes two employees, all equipment required for removal (except body bag), and personal vehicle use anywhere in Lancaster County). Mileage will be accumulated from the place of the removal to the desired location requested by Lancaster County. Mileage fees are as listed above, \$1.25 loaded and \$0.40 unloaded. Unloaded fee is only charged when returning to Douglas County VA to pick up subject after autopsy is | | | | |

completed and returned to the desired funeral home.

| | | | | |
|---|---|----|--|---------|
| 6 | 1 | EA | Body Bags - Light to Medium Weight (White) | \$30.00 |
|---|---|----|--|---------|

Item Notes:

Supplier Notes: \$30.00 for use of light to medium weight body bag

| | | | | |
|---|---|----|----------------------------------|---------|
| 7 | 1 | EA | Body Bags - Heavy Weight (Black) | \$60.00 |
|---|---|----|----------------------------------|---------|

Item Notes:

Supplier Notes: \$60.00 fee for use of heavyweight black body bag with curved dual zipper with six handles

| | | | | |
|---|---|----|--------------------------------|---------|
| 8 | 1 | EA | Body Bags - Obese Weight (Red) | \$85.00 |
|---|---|----|--------------------------------|---------|

Item Notes:

Supplier Notes: \$85.00 for use of obese bariatric body bag designed to hold in excess of 300lbs or more

| | | | | |
|-----------------|--|--|--|----------|
| Response Total: | | | | \$625.00 |
|-----------------|--|--|--|----------|

SPECIFICATIONS
Transport of Dead Bodies
LANCASTER COUNTY
RFP SPEC. #09-076

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the Transport of Dead Bodies for the Lancaster County Attorneys Office.
 - 1.1.1 Approximately 135 bodies are transported per year.
 - 1.1.2 The number of bodies transported per year is an estimate and the County does not guarantee any amount of work associated with the contract.
 - 1.1.3 An award of contract will be made based on the level of service provided by the vendor and the cost of the services as listed in the Line Item section of the ebid.
- 1.2 Vendor shall submit proposal documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.3.2 Lancaster County shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.4 Vendor agrees to abide by all County departmental and institutional policies and procedures, and all State Statutes, including those that relate to confidentiality of information and maintaining the integrity of the crime scene.
- 1.5 The level of service provided and the cost for services will be considered in the award of this contract.
 - 1.5.1 Vendor shall provide a at least two references from other entities who are currently utilizing the type of service outlined in this proposal.
 - 1.5.2 Vendor shall outline the average time it will take to reach any location in Lancaster County following the call from Law Enforcement Officers.
 - 1.5.2.1 Use the address of 555 South 10th Street, Lincoln, NE to calculate average time.
 - 1.5.2.1 Include the time for all hours of the day including 8am-5pm, 5:01pm- 7:59am and weekends and holidays.
 - 1.5.3 Vendor shall include pricing in the Line Item section of the ebid for use in determining an award to vendor.
 - 1.5.4 Vendor shall outline any other advantages to using their service and any "value-added" services the Vendor proposes to save money for the County.
 - 1.5.5 Vendor shall indicate the type and age of equipment which will be used in the facilitation of this service.
 - 1.5.6 Vendor shall attach a current list of the number of employees and their experience working in this field.
 - 1.5.7 Vendor shall provide copies of criminal background checks on all employees involved in the transport of bodies under this contract.
 - 1.5.7.1 This information is not required until personally requested by the County.
- 1.6 If at any time during the term of this agreement the County is dissatisfied with the level of service that the selected vendor is providing, and if upon notification of such dissatisfaction the vendor fails to take corrective action which meets with the County needs, the County reserves the right to discontinue the contract without penalty.
- 1.7 The term of the contract will be three (3) years from the date of execution with the option to renew for an additional three (3) year period with mutual consent of both parties.

- 1.8 The County has the option of selecting more than one vendor for the services outlined in this proposal.
 - 1.8.1 In the event the primary vendor does not have the equipment to handle multiple incidents simultaneously, a backup vendor will be under contract to provide service at the other incident/s.

2. LICENSURE AND INSURANCE

- 2.1 Vendor must currently be properly licensed under all applicable Federal, State of Nebraska and Local laws.
 - 2.1.1 Vendor must remain licensed through the term of the contract or contract will be immediately terminated.
- 2.2 Vendor must be able to provide insurance in the form and amounts as outlined in the Lancaster County Insurance Requirements.

3. TRANSPORT VENDOR REQUIREMENTS

- 3.1 Vendor must be on-scene when called by Law Enforcement within **60 minutes**.
- 3.2 Vendor must dispatch at least two individuals to the specified location to load body without any assistance from Law Enforcement Officers or any other individuals.
 - 3.2.1 Vendor must also have any equipment available at all times for placing large individuals into body bags and lifting them into transport vehicle.
 - 3.2.2 To aid the Vendor in meeting this requirement, Law Enforcement Officers shall provide the size of the individual/s to be transported at time the call is made to the Vendor and whether or not the body is decomposing.
- 3.3 Vendor must document specific information to Law Enforcement Officers prior to body leaving the scene which includes, but is not limited to:
 - 3.3.1 Officer/s Names
 - 3.3.2 Name of Transporters
 - 3.3.3 Deceased Name
 - 3.3.4 LPD or LSO case number
 - 3.3.5 Time/Date of transport
 - 3.3.6 All valuables sent with the body
 - 3.3.7 Location where body is being transported to
 - 3.3.8 Date and Time of arrival at morgue or designated location
 - 3.3.9 Name of person providing access to morgue
 - 3.3.10 Method by which body was secured at morgue
 - 3.3.11 Other forms as necessary to provide secure and sufficient chain of custody documentation
- 3.4 Vendor will be required to provide body bags and any other product/services as listed in the ebid Line Items.
- 3.5 Vendor will assist Law Enforcement Officers in moving the body for the purpose of taking photos or looking for evidence.
- 3.6 In any death where the County Attorney or his designee has ordered an autopsy, the body will be transported to the Douglas County Health Facility, 4102 Woolworth Avenue, Omaha, NE 68105 unless otherwise directed by the County Attorney, coroner's physician or assistant.
 - 3.6.1 Bodies will be transported back to Lincoln, NE following completion of autopsies or other testing to a location designated by the County Attorney's office.

- 3.7 In any case where death by unlawful means is suspected, a Law Enforcement Officer shall accompany and/or follow the body to the Douglas County Health Facility and place in the cooler, then seal the body bag to maintain the chain of custody.
- 3.8 In other cases, the body will be transported to the mortuary designated by the family, and, if none has been designated, the mortuary on call will be contacted to transport the body.
 - 3.8.1 Law Enforcement Officers shall provide the mortuary personnel with pertinent information.
- 3.9 Vendor shall carry various types and sizes of body bags capable of handling any type of case.
- 3.10 Vendor will not be allowed to assign any part of this contract to another vendor throughout the term of the contract.

4. **COUNTY RESPONSIBILITIES**

- 4.1 County agrees to call Vendor a minimum of **60 minutes** prior to required transport service.
- 4.2 County shall give specific information on where body is to be transported and where it will be returned to.
- 4.3 County will follow all investigative procedures and protocol to ensure that bodies are handled in a manner showing respect for the body while not compromising the investigation into the death.