

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Annual Services for
Transport of Dead Bodies
Bid No. 15-098**

**Capital City Transfer Service, Inc.
P.O. Box 84123
Lincoln, NE 68501-4123
402-540-5037**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Capital City Transfer Service Inc., P.O. Box 84123, Lincoln, NE 68501-4123**, hereinafter called "Contractor", and the County of Lancaster, 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, Bid No. 15-098

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 lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, 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 have agreed and 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 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, or part thereof, as follows:

Agreement to full proposal

2. 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 therefore, 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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall order on an as-needed basis for the duration of the contract. The estimated cost of products or services for County Attorney's Office shall not exceed \$120,000.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment 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. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance: This Contract shall be effective upon execution by both parties. The term of the Contract shall be a three (3) year term with the option for 1 additional three (3) year term.

8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Sales Tax Exemption Forms 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners 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.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

Annual Services for
Transport of Dead Bodies
Bid No. 15-098

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Capital City Transfer Service Inc.
Name of Corporation

Secretary Seal

2455 North 87th St. Apt G Lincoln, NE.
Address 68507

By: Brian F. Woolsey
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Capital City Transfer Service Inc.
Name of Organization

Transport and Removal Service
Type of Organization

2455 North 87th St. Apt. G Lincoln NE
Address 68507

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Brian F. Woolsey
Name

2455 North 87th St. Apt G
Address Lincoln, NE. 68507

Brian F. Woolsey
Signature

Lancaster County Signature Page

Annual Services for
Transport of Dead Bodies
Bid No. 15-098

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Kristy Bauer
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

Todd Wilcox
David S. Barr
Anna Blum
Samuel Rudolph
Bill Arney

dated 5/5/15

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	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309	Department		Department
Fax	1 (402) 441-6513	Building		Building
Bid Number	15-098	Floor/Room		Floor/Room
Title	Transport of Dead Bodies	Telephone	1 (402) 441-8309	Telephone
Bid Type	Bid	Fax	1 (402) 441-6513	Fax
Issue Date	04/08/2015	Email	rwalla@lincoln.ne.gov	Email
Close Date	4/22/2015 12:00:00 PM CT			
Need by Date				

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 4/21/2015 12:56:48 PM CT
 Total \$670.00

Signature Brian Francis Woolsey

Email bdubwoolz2@yahoo.com

Supplier Notes

Please change Fax# to 1-402-467-3245

Bid Notes

Bid Activities

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	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Contact	Name of person submitting this bid:	Brain F. Woolsey
7	References	I have attached my two references to the Response Attachment section of this bid.	Yes
8	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 _____	a) yes....b)No.....c) through the first three years of contract.
9	Incident and Body Capabilities	How many incidents and/or bodies can your company service at one time?	4 Incidents 8 Bodies
10	Equipment and Personnel	I have attached a complete description of our equipment and personnel in the Response Attachment section of the ebid.	Yes
11	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.	.50 cents unloaded miles.. \$1.50 loaded miles
12	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.	Yes, \$70 additional per contractor outside of 2 contractors
13	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
14	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
15	Contract/Purchase Order and Delivery Contact	The City/County Purchasing Department issues Contracts and Purchase Orders via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the Contract or PO to be awarded.	Brain F. Woolsey, bdubwool2@yahoo.com, (402)540-5034

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Fee for removal and transport of one (1) body from an incident to requested location.	\$125.00
<p>Item Notes:</p> <p>Supplier Notes: This includes 2 contractors, A cot, and any other equipment that needs to be used to complete the removal of the deceased individual. If there is 1 contractor used at a Hospital or any other institution that allows the ability for the contractor to be able to do the removal by themselves it will be a fee of (\$100). Also included is \$1.50 per loaded mile to Douglas County from the point that incident occurred. 50 cent per unloaded going back up to Douglas County to retrieve the individual. Then \$1.50 Loaded from Douglas County (after Autopsy is done) to desired Funeral Home in Lancaster County.</p>				
2	1	EA	Fee for removal and transport of each additional body from an incident to requested location.	\$100.00
<p>Item Notes:</p> <p>Supplier Notes: IF there is a third deceased individual a second van would be required and mileage fees would occur. Included is \$1.50 per loaded mile to Douglas County from the point that incident occurred. 50 cent per unloaded going back up to Douglas County to retrieve the individual. Then \$1.50 Loaded from Douglas County (after Autopsy is done) to desired Funeral Home in Lancaster County.</p>				
3	1	EA	Fee for removal and transport of a child (Under age 7) from an incident to requested location.	\$40.00
<p>Item Notes:</p> <p>Supplier Notes: This bid price is for a Child (5yrs & younger). Any individual over 5yrs of age is subject to the regular removal price (\$125). Also included is \$1.50 per loaded mile to Douglas County from the point that incident occurred. 50 cent per unloaded going back up to Douglas County to retrieve the individual. Then \$1.50 Loaded from Douglas County (after Autopsy is done) to desired Funeral Home in Lancaster County.</p>				
4	1	EA	Fee for removal and transport of an obese person (over 300 lbs.) from an incident to requested location.	\$150.00
<p>Item Notes:</p> <p>Supplier Notes: This price includes 2 contractors, a cot, and any other equipment that is needed to do the removal of the deceased individual. If additional contractors are needed due to the size of the deceased individual, a fee of (\$70) per contractor would be assessed. Also included is \$1.50 per loaded mile to Douglas County from the point that incident occurred. 50 cent per unloaded going back up to Douglas County to retrieve the individual. Then \$1.50 Loaded from Douglas County (after Autopsy is done) to desired Funeral Home in Lancaster County.</p>				
5	1	EA	Fee for removal and transport of a decomposed body from an incident to requested location.	\$125.00
<p>Item Notes:</p> <p>Supplier Notes: Also included is \$1.50 per loaded mile to Douglas County from the point that incident occurred. 50 cent per unloaded going back up to Douglas County to retrieve the individual. Then \$1.50 Loaded from Douglas County (after Autopsy is done) to desired Funeral Home in Lancaster County.</p>				

6	1	EA	Body Bags - Light to Medium Weight (White)	\$25.00
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Item Notes:

Supplier Notes:

7	1	EA	Body Bags - Heavy Weight (Black)	\$35.00
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Item Notes:

Supplier Notes:

8	1	EA	Body Bags - Obese Weight (Red)	\$70.00
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Item Notes:

Supplier Notes:

Response Total:	\$670.00
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Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lancaster County			Name Capital City Transfer Services, Inc.		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address P.O. Box 84123		
City Lincoln	State NE	Zip Code 68508	City Lincoln	State NE	Zip Code 68501-4123

Check Type of Certificate
 Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:
Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased
 I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
 of Description of Product Sold, Leased, or Rented

and hold Nebraska Sales Tax Permit Number 01- If None, State Reason
 or Foreign State Sales Tax Number State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)
 If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased	Intended Use of Item(s) Purchased
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If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

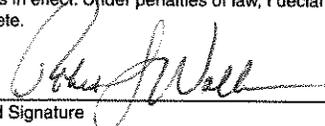
As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
 (exempt entity)

Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here


 Authorized Signature

Asst. Purchasing Agent
 Title

4/27/15
 Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE. Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales tax**. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.
3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.
4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.
5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).
6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

