

CHAUTAUQUA COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS



PROPOSAL NO. RFP-2-21 DHHS TRANSPORTATION OF DECEDENTS

PROPOSAL ISSUE DATE:	June 24, 2021
PROPOSAL DUE DATE:	Continuous Recruitment through the contract term ending August 31, 2024

RESPOND TO:

ATTN: BECKY ANDERSON, PURCHASING AGENT

3 NORTH ERIE ST.

MAYVILLE, NY 14757

EMAIL: andersob@chqgov.com

PH. 716-753-4918

PJ WENDEL, JR.
COUNTY EXECUTIVE

KITTY CROW
DIRECTOR OF FINANCE

TRACY FRANCE
PURCHASING MANAGER

BECKY ANDERSON
PURCHASING AGENT

PART I – GENERAL RFP INFORMATION

SECTION 1: INTRODUCTION AND INSTRUCTIONS

- 1.1. Chautauqua County is soliciting these services via a Request For Proposal (RFP) process. This is not a formal, competitive Invitation to Bid.
- 1.2. Chautauqua County encourages all qualified applicants, including Minority-owned Business Enterprises, Women-owned Business Enterprises, Small business Enterprises and Disadvantaged Business Enterprises, to respond to this and all other County solicitations. The successful proposer must be an Equal Opportunity Employer.
- 1.3. Chautauqua County is exempt from Federal and State taxes.
- 1.4. County Insurance requirements are included in this RFP. Insurance must be in place prior to execution of the agreement, and must be maintained throughout the contract term. Please attach current certificates of insurance with your proposal, or e-mail your certificates to wakamata@chqgov.com. Failure to supply satisfactory proof of insurance may be cause for the County to declare your proposal non-responsive, with the result that you will not receive a contract and a contract may be awarded to an alternate proposer.
- 1.5. The successful proposer must obtain Chautauqua County approval prior to utilizing a subcontractor in the performance of RFP services.

SECTION 2: SUBMISSION OF PROPOSALS:

- 2.1. Sealed proposals, with the RFP Number and the proposer's contact information on the outside of the envelope, must be submitted to "Chautauqua County Department of Finance, Division of Purchasing, 3 North Erie St., Mayville, New York." Faxed or e-mailed documents will not be accepted.

SECTION 3: RFP CONTACT INFORMATION:

- 3.1. Questions about or requests for clarification of this RFP must be submitted in writing to Becky Anderson, Purchasing Agent, at Andersob@chqgov.com. County responses may be submitted to all parties in the form of an Addendum to the original RFP, receipt of which must be acknowledged with each proposal submittal.
- 3.2. Other than the contact person identified in the proposal, or their designee, prospective proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 4: EVALUATION CRITERIA:

- 4.1 The County may contract with multiple providers, selecting from among those who achieve the highest scores from the RFP evaluation committee. The back-up transporter to be used for any particular decedent will be determined by proximity and availability.
- 4.2 The evaluation will be based on a point system, with the maximum number of points equaling forty (40) points.

Point maximums for this RFP:

Compliance with the RFP format requirements	10 points
Qualifications and Experience	15 points
Past Experience and/or References	15 points

SECTION 5: PROPOSAL FORMAT AND SUBMITTALS:

- 5.1 Please submit your proposal documents in the following order:
 - ✓ Title page: RFP Subject, name of the proposer (Proposer), address, telephone, email address, contact person and table of contents.
 - ✓ Qualifications: List of qualifications and experience, as indicated below.
 - ✓ References: Include references from those for whom you have provided similar or related services.
 - ✓ Response Checklist: Response Checklist and associated documents.

SECTION 6: PREPARATION OF PROPOSAL

- 6.1 Proposers are expected to thoroughly and carefully review all pages of this RFP packet. Failure to do so will be at Proposer’s risk.
- 6.2 The County will not reimburse Proposers for any costs associated with the preparation and submittal of a proposal, or for any travel and/or per diem costs that are incurred.

SECTION 7: PROPOSER QUALIFICATIONS AND EXPERIENCE:

- 7.1 Describe in two (2) or fewer pages your relevant qualifications and experience. This should include number of years in business, duration and type of related experience, organization, equipment, and facilities available to meet or exceed RFP requirements, and other relevant information.
- 7.2 Include in your proposal a list of customers for whom who you have provided similar or related services.
- 7.3 The County reserves the right to take such steps as it deems necessary to determine the ability of Proposer to perform contract obligations. Proposer must fully and timely furnish

to the County all information data reasonably requested for such purposes.

- 7.4 The County reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the County, in its sole discretion, that the proposer is qualified to properly carry out the terms of the contract.

SECTION 8: AWARD AND CONTRACT INFORMATION:

- 8.1 Proposer agrees that in its performance of the contract it will not discriminate against any person because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 8.2 Proposer warrants to the County that it has the ability and expertise to perform RFP services according to the highest standards of professionalism.
- 8.3 Chautauqua County reserves the right to reject any or all proposals, to waive any informality or defect in a proposal, and to award contracts in whole or in part. Explanations of County decisions will not be provided unless required by law.
- 8.4 The successful proposer(s) will be required to enter into an Agreement with the County substantially in accordance with the Sample Agreement enclosed with this RFP. This RFP and the successful proposal may become a part of the Agreement. The Agreement language will control over any conflicting language in any other document.
- 8.5 Proposer will not commence any contract work prior to execution of the Agreement by both Proposer and the County.
- 8.6 The Agreement will commence on or about the date of execution and will continue through August 31, 2024, with an option to renew for an additional term commencing on September 1, 2024 through August 31, 2027.

PROPOSAL FORM FOR RFP-2-21 DHHS

Title: Transportation of Decedents, Alternate Providers
Date Due: Ongoing Solicitation through August 31, 2024

SUBMITTED BY:

DATE: _____

Company Name: _____

Contact: _____

Address: _____

Telephone No. 1: _____

Telephone No. 2: _____

E-Mail: _____

Signature: _____

CHAUTAUQUA COUNTY
RESPONSE CHECKLIST - PROPOSAL NO. RFP-2-21 DHHS

Please note below a list of documents which must be submitted in full as part of this proposal. Failure to submit any of the documents as part of your proposal or failure to acknowledge any addendum in writing with your proposal may be cause for rejection of the proposal.

Submitting a proposal on any condition, limitation or provision not officially invited in this RFP (Request for Proposal) may also be cause for rejection.

Please check each item indicating your compliance:

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

- RESPONSE CHECKLIST
- NON-COLLUSION CERTIFICATE
- IRANIAN DIVESTMENT CERTIFICATE
- FINANCIAL AFFIDAVIT
- AFFIDAVIT OF A FOREIGN CORPORATION
- CORPORATE ACKNOWLEDGEMENT CERTIFICATE
- EXCLUSION CHECK
- PRICING SUBMISSION SHEET (PROPOSAL FORM) IF INCLUDED OR VENDOR'S OWN SUBMISSION
- REQUIRED FORMS AS LISTED IN RFP
- ADDENDUM(S) ACKNOWLEDGE (IF APPLICABLE)
- ONE (1) ORIGINAL AND ONE (1) COPY OF YOUR SUBMITTED PROPOSAL
- INSURANCE CERTIFICATES

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

PROPOSAL RESPONSE FORM

Proposal No. RFP-2-21 DHHS

Proposal Title: TRANSPORTATION OF DECEDENTS

VENDOR NAME: _____

COMPANY: _____

REPRESENTATIVE: _____

EMAIL: _____ **/PH.** _____

Below are two options, please indicate which one is applicable to your response and return to the contact below:

We the above referenced Company will be preparing a proposal to submit for this project. I am returning this document to assure that I receive all further communication regarding the RFP including any addendums issued.

We the above referenced Company will not be preparing a proposal to submit for this project for the following reasons listed below.
Please check where applicable:

_____ Project or scope not suited to our Company.

_____ Our items and/or materials do not meet your specifications.

_____ Insurance Requirements

_____ Bond Requirements too restrictive (when required)

_____ Scope of services are not clearly understood or applicable _____ too vague _____ too rigid

_____ Insufficient time allowed for preparation of proposal

_____ Other reason not listed above (or) elaborate on the checked marked reason above:

Please send your response to:

Becky Anderson, Purchasing Agent
Phone: 716-753-4918
Email: andersob@chqgov.com

AGREEMENT

Transportation of Decedents for Investigation Purposes
Alternate Provider

This Agreement is made as of __, by and between the following parties:

COUNTY: COUNTY OF CHAUTAUQUA, NEW YORK
A Municipal Corporation
Gerace Office Building
Mayville, New York 14757-1007
hereinafter called "County,"

-and-

CONTRACTOR: NAME OF CONTRACTOR
A _____ Corporation
Street Address
City, State, Zip Code
hereinafter called "Contractor."

WITNESSETH:

WHEREAS, County coroners are charged with investigating certain deaths, as specified in New York State County Law §673, and

WHEREAS, a County coroner who is a physician, or a County coroner acting in conjunction with a coroner's physician, is authorized by County Law §674 to remove and transport bodies to the extent required for their investigation, and

WHEREAS, Chautauqua County issued RFP-2-21 DHHS on _____ X, 2021, seeking transportation of decedents located in Chautauqua County from the place of death to the place of investigation, and

WHEREAS, Contractor has agreed to provide transportation services for decedents located in the County, and

WHEREAS, Contractor is ready, willing, qualified, licensed, and able to provide such services,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract Documents. The Contract Documents consist of

the following, including all current and future appendices, attachments, incorporated references, revisions, and amendments: this Agreement; County's solicitation documents; Contractor's Proposal dated _____, to the extent it does not conflict with other Contract Documents; 10 NYCRR 13.1 (Transportation of dead human bodies by common carrier); 10 NYCRR Part 77, as applicable (see 10 NYCRR 77.7(f)); County's Regulatory Compliance Plan; New York State's Record Retention Schedule for use by Counties; and all applicable federal, state, and local laws, rules, regulations, requirements, licenses, permits, and certifications. The Contract Documents are as fully a part of this Agreement as if attached hereto or repeated herein.

All services, including those provided by subcontractors, shall be provided in furtherance of and in conformance with Contract Documents. It is Contractor's responsibility to make itself and any subcontractors aware of applicable Contract Document requirements.

In the event of a conflict between the terms of this Agreement and the terms of another Contract Document, the terms of this Agreement shall apply, provided, however, that where the other Contract Document provides greater detail about or elaboration of an obligation set forth in this Agreement, the provisions of the other Contract Document shall be considered as additional requirements to the duty or obligation found in this Agreement, enforceable at the option of County. This Agreement is to be construed as requiring conformance with all Federal, State, and Local requirements.

2. Services. Upon receipt of a transportation request from a County Coroner or Coroner's Physician, Contractor shall transport each decedent from the location of death directly and

without delay to the Erie County Medical Examiner's Office or to such other location as has been engaged by County for assistance in investigating the decedent's cause or manner of death. Services shall be provided in accordance with Contract Documents, including Appendix B, Description of Services. These services do not include transportation of decedents for non-investigatory purposes.

Due to the time-sensitive nature of these services, County may enter into contracts with multiple transporters.

3. Payment. Contractor will be paid a flat fee of four Hundred Twenty-five and No/100 Dollars (\$425.00) for each decedent transported pursuant to this Agreement. In addition, Contractor will be paid mileage reimbursement at the IRS rate in effect on the date of travel, for travel from the scene of death to the Erie County Medical Examiner's Office or to such other location as has been engaged for assistance with the investigation of a death, and reimbursement for applicable tolls.

If the coroner or coroner's physician requests transportation of a decedent from an in-County location to another in-County location for investigatory purposes, a flat fee of One Hundred Fifty and No/100 Dollars (\$150.00) for each transport of decedents made pursuant to this agreement. In addition, Contractor will be paid mileage reimbursement at the IRS rate in effect on the date of travel, for travel from the scene of death to the in-County location, and reimbursement for applicable tolls.

In addition, if more than one body is being transported in a particular trip, Contractor will be paid the sum of Fifty and No/100 Dollars (\$50.00) per body for each additional body beyond the first body for each transport of decedents made pursuant to

this agreement.

Invoices for payment must include the name of the deceased, the name of the coroner or coroner's physician requesting the transportation, the date of service, times of pick-up and drop-off, and the addresses to and from which the body was transported. Invoices must be submitted within thirty (30) days after the end of the month in which services were provided.

4. Term. This Agreement commences on _____, 2021 and terminates at midnight on August 31, 2024. The parties may exercise the option to renew for an additional term per the terms stated in County's RFP-2-21 DHHS at Paragraph 8.6.

Either party can terminate this Agreement with or without cause upon thirty (30) days' advance written notice to the other party. County may immediately terminate this Agreement, or suspend use of Contractor, in the event Contractor fails to comply with any provision or requirement of a Contract Document, including failure to timely respond to transportation requests.

5. Additional Terms and Conditions. Contractor shall comply with all provisions contained in Appendices A and B attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COUNTY OF CHAUTAUQUA

BY _____ DATE _____
Paul M. Wendel, Jr., County Executive

NAME OF CONTRACTOR

BY _____ DATE _____
Name , Title

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss:

On the _____ day of _____, in the year 2021 before me, the undersigned, personally appeared PAUL M. WENDEL, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss:

On the _____ day of _____, in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Amendment. No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.

Assignment. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest therein, or the power to execute this Agreement, without the prior written consent of the County. (GML Section 109)

Audit. County, itself or through a third party, reserves the right to audit Contractor upon reasonable notice to ensure compliance with this Agreement. Contractor shall fully comply with any such audit.

Binding Agreement. This Agreement shall be binding on the parties, their successors, heirs, and assigns.

Certification. By submitting a claim to County for payment, Contractor certifies: that claims are just, true, and correct; that goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with this Agreement; that no portion of any claim has been paid; that there exist no offsets or counterclaims; and that no tax is included.

Confidentiality. Information relating to individuals who may receive services pursuant to this Agreement shall be confidential, and maintained and used only for the purposes intended under this Agreement, in accordance with all applicable State and Federal laws, rules and regulations and industry standards. If Contractor is a Business Associate of the County as defined by HIPAA, Contractor shall comply with the terms of County's standard Business Associate Agreement, as the same may be amended from time to time, unless otherwise agreed upon in writing by the parties. This requirement shall survive termination of this Agreement.

Conflict. In the event of a conflict between the terms of this Agreement and the terms of any other Contract Document, the terms of this Agreement shall be controlling notwithstanding anything in Contractor's documents to the contrary.

Debarment/Suspension – see County solicitation documents.

Electronic Payment. Contractor acknowledges that County issues vendor payments electronically, and shall complete payment forms as required by the County for that purpose. Electronic Payment Methods forms can be found at: <http://www.co.chautauqua.ny.us/218/Form-s-Applications>

Entire Agreement. This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect.

Force Majeure. The County may terminate or suspend its performance under this Agreement, in whole or in part, immediately upon the occurrence of a "force majeure." A "force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the County which render performance of its obligations impossible.

Guarantee. Contractor shall fully guarantee the quality and workmanship of the services and/or goods provided, and shall represent and warrant that such goods or services meet or exceed all applicable industry standards.

Governing Law. Notwithstanding any statement in this or any other document to the contrary, this Agreement shall be governed by the laws of the State of New York, without regard to its principles on conflicts of law, and Contractor consents to New York State Court jurisdiction in Chautauqua County, New York as the exclusive jurisdiction for this contract, and any disputes hereunder shall be heard by a court of competent jurisdiction in Chautauqua County, New York, unless this paragraph is physically crossed out and initialed by both parties, or unless the Federal supremacy clause requires otherwise.

Independent Contractor. Contractor is an independent contractor and not an employee, servant, or agent of the County. Contractor shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement.

Indemnification. Contractor shall be solely responsible and answerable in damages for any and all accidents and/or

injuries to persons (including death) or property arising out of or related to the services to be rendered by Contractor or its subcontractors pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold County and its officers and employees harmless from any liability, claim, demand, loss, judgment, expense, and cost of every type, amount, and nature, direct and indirect and without limitation, including the costs of defense, arising from Contractor's performance or failure to perform the terms of this Agreement. In the event that this Agreement is funded by Federal or State funds, and County is required to indemnify the funding source(s) of this Agreement, Contractor shall be required to indemnify the funding source to the full extent that County is contractually obligated to do so, to the extent such obligation arises from Contractor's action or failure to act in accordance with this Agreement.

All money expended by County as a result of such claims, actions, damages, losses, expenses, and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Contractor to County.

Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement, including attachments and referenced items, deemed to be in conflict, unless specifically stated otherwise.

Insurance. Unless waived by the County Attorney or his/her designee in writing, Contractor shall secure and maintain the insurance specified at <https://chqgov.com/finance/insurance-requirements> incorporated by reference as though fully set forth herein, with County named as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. The insurance afforded the additional insureds shall be at least as broad as that afforded to the first named insured. County as additional insured will be entitled to the limits stated in the contract or the full limits of the policy, whichever is greater. Contractor shall file a certificate of insurance with the County prior to performing pursuant to this Agreement or receiving any payment. Contractor shall provide new insurance certificates when the existing certificates expire, without demand.

Contractor shall immediately forward to County (fax (716) 753-4888) any notice of actual or pending termination, suspension, or non-renewal of insurance. In the event Contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract, and may declare this Agreement to be automatically and immediately terminated effective as of the moment of expiration, termination, or suspension. In addition, County reserves the right to withhold payment to Contractor until such new certificates have been provided and approved. County shall have unlimited access to Contractor's insurance company and policies.

Licenses and Permits. Contractor shall secure and maintain throughout the term of this Agreement all necessary licenses, permits, and other certifications and qualifications required for its performance of this Agreement. Contractor shall immediately notify the County of any notice of, or actual, revocation or restriction of a license, permit, or other certification necessary for its performance of this Agreement. In the event of a revocation which prohibits Contractor from being able to perform this Agreement, this Agreement shall automatically terminate effective as of the moment of such revocation.

Non-Discrimination. In the performance of this Agreement, Contractor will not discriminate or permit discrimination against any individual or group on the grounds of age, color, creed, disability, domestic violence victim status, handicap, marital status, military status, national origin, political affiliation, predisposing genetic characteristics, race, religion, sex (including gender identity or expression), sexual orientation, or veteran status. Contractor shall comply with County's Title VI (non-discrimination) policy, which can be found at <http://chautauqua.ny.us/DocumentCenter/View/2402> and with the County's DBE policy.

Notice of Investigation. Contractor shall notify County in writing within five (5) calendar days of obtaining knowledge of the commencement of any investigation or audit or adverse action against Contractor by any governmental agency, to the extent such audit, investigation, or action relates in any way to contract services.

Set-Off Rights. County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall

include, but not be limited to, the option to withhold for the purposes of set-off any money due to Contractor under this or any other Agreement, up to any amounts due and owing to County with regard to any contract with any Chautauqua County department, office or agency.

Severability. Should any part, term, or provision of this Agreement be determined, by a court of competent jurisdiction, to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be impaired or affected.

Statutory Compliance. Contractor shall perform in accordance with all applicable federal, state, and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory and regulatory provisions applicable to this Agreement are hereby incorporated by reference. Contractor shall provide, at its own expense, all permits, licenses, and certifications required for the performance of its services pursuant to this Agreement and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper activities. Contractor's performance shall meet or exceed industry standards.

Subcontracts. Contractor shall: (a) require any subcontractor, agent, volunteer, or other third party (Third Party) performing Agreement services to comply with all applicable Federal, State and Local laws, rules and regulations; (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by Third Party with this Agreement; (c) require any third party to indemnify County against any and all claims arising out of such Third Party's performance of, or failure to perform, the Agreement, with Contractor assuming such indemnification itself to the extent a Third Party fails to do so; and (d) remain fully obligated under this Agreement notwithstanding its delegation of a Third Party to undertake all or any portion of the performance of this Agreement. Contractor shall inform Third Parties, and require Third Parties to abide by, all relevant provisions of this Agreement.

Survival. The terms and conditions of this Agreement shall survive the expiration of this Agreement to the full extent necessary for their enforcement and for the

protection of the party in whose favor they operate.

Termination Obligations. Upon receipt of notice of termination of this Agreement, Contractor shall cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, unless otherwise directed by County, and shall not incur any new obligations after receipt of the termination notice without written approval of County.

Waivers. Any waiver of a breach of this Agreement shall not be deemed to be a waiver of any preceding or future breach of the same or any other covenant, term, or condition.

Wages and Hours. When applicable, Contractor shall comply with §§220-e and 239 of New York State Labor Law. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by County of any County-approved sums due and owing for work performed upon the project.

Workers Compensation Coverage. If this Agreement is of such a character that the employees engaged thereon are required to be insured under the workers' compensation law, then, in accordance with General Municipal Law §108, this Agreement is void and of no effect unless the person or corporation making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance with the provisions of the workers' compensation law.

APPENDIX B – DESCRIPTION OF SERVICES

- 1) The County is seeking the transportation of Chautauqua County decedents from their place of death to the Erie County Medical Examiner's Office, or to such other location(s) as is necessary for determining the means or manner of death.
- 2) County requirements for transporting decedents are outlined below in addition to those requirements contained in the attached Sample Agreement. Due to the time-sensitive nature of these services, County may enter into contracts with multiple transporters.
- 3) Payment will be as stated in the Sample Agreement.
- 4) Transporters shall provide all labor, transportation, and equipment required to secure and transport a decedent's body as called for by the County Coroner and/or Coroner's physician. The assigned coroner will enclose the decedent in a body bag provided by the County prior to transport. Pick-ups may be from hospitals, residential areas, highways, roadways, canals, and other locations within Chautauqua County, and delivery will be to Erie County Medical Examiner's Office, 501 Kensington Avenue, Buffalo, New York 14214, or to other destination as is deemed necessary by the Coroner or Coroner's Physician to determine the means or manner of death.
- 5) Transporters shall be able to transport on a 24 hour/7 days per week schedule, 365 days per year.
- 6) Transporters shall only use vehicles which are suitable for these transportation services.
- 7) Transporters must have two (2) reliable, dedicated contact phone numbers available 24 hours per day, 7 days per week, 365 days per year.
- 8) Transporters shall handle calls received from the County Coroner/Coroners Physician as a first priority. Contractor must respond to calls, text messages or e-mails within ten minutes. Contractor should arrive at the scene of death no more than one hour after receiving the case.
- 9) Transporters shall notify the County Coroner(s) if an unforeseen circumstance arises which will prevent the Transporter from timely providing transportation services.
- 10) Transporters are required to maintain a transport log including names, dates, locations and times.
- 11) Transporters will receive calls from County Coroners or Coroner Physicians.
- 12) Transporters shall pick-up decedent(s) within the allotted time and transport directly to Erie County Medical Examiner's Office (or any other designated location) without delay or unnecessary stops, unless an emergency arises.
- 13) Transporters must comply with all applicable laws, rules, regulations, policies and procedures while handling and transporting a decedent.
- 14) Contractor shall *immediately* notify County of any vehicle accident which takes place during transport, regardless of how minor and regardless of whether other vehicles were involved, and of any other adverse incident which occurs in connection with Agreement services. Notification shall be made to the County Coroner investigating the case and to the County Department of Health and Human Services office at 716-753-4590. A detailed written report shall be promptly provided upon the request of County Department of Health and Human Services staff.