

# CHAUTAUQUA COUNTY

## REQUEST FOR PROPOSALS



PROPOSAL NO. RFP-2-18 DSS

INDIGENT BURIAL SERVICES

Chautauqua County Department of Health and Human Services

PROPOSAL ISSUE DATE:	November 9, 2017
PROPOSAL DUE DATE:	Continuous Recruitment thru the contract period of: 1/1/2018 - 12/31/2022

CHAUTAUQUA COUNTY DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
TRACY FRANCE, PURCHASING MANAGER  
3 NORTH ERIE ST.  
MAYVILLE, NY 14757

**CHAUTAUQUA COUNTY  
RESPONSE CHECKLIST - PROPOSAL NO. RFP-2-18 DSS**

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-2-18 DSS**  
**INDIGENT BURIAL SERVICES**

**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: Tracy France, Purchasing Manager  
Phone: 716-661-8405  
Fax: 716-661-8451  
Email: [francet@co.chautauqua.ny.us](mailto:francet@co.chautauqua.ny.us)

## **SECTION 1: INTRODUCTION AND INSTRUCTIONS**

- 1.1. **RFP** - The services that are required herein are not subject to formal competitive bidding under Section 103 of New York State General Municipal Law. Chautauqua County Purchasing Policy rules in this case require selection of a contractor through a Request for Proposal process.
- 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 partake in the solicitation of these and all other services. The successful proposer must be an Equal Opportunity Employer.
- 1.3. Chautauqua County is exempt from all Federal and State taxes.
- 1.4 Insurance must be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. Please attach your updated certificates of insurance along with your proposal. You may also e-mail certificates to [Andersod@co.chautauqua.ny.us](mailto:Andersod@co.chautauqua.ny.us). Failure to supply up-to-date certificates of insurance within (5) five days of receipt of the Notice of Award may be cause for the County to declare a proposal non-responsive, with the result that the award may go to the next highest scoring proposal.
- 1.5 A copy of the Chautauqua County Minimum Insurance Requirements is attached along with a sample copy of the contract or agreement of service with terms and conditions.
- 1.6 The successful proposer must obtain Chautauqua County approval prior to utilizing a subcontractor in order to perform the requirements of this RFP.

## **SECTION 2: SUBMISSION OF PROPOSALS:**

- 2.1 All licensed Funeral Directors sealed proposals must be mailed or delivered to Chautauqua County Department of Health & Human Services, 7 North Erie St., Mayville, NY to the attention of: Sherri Rater.  
  
This is a continuous recruitment proposals and proposals may be received thruought the date and time specified on the cover page . Chautauqua County takes no responsibility for any third party error in the delivery of the applications (e.g., U.S. Post Office, Federal Express, UPS, courier, etc.).
- 2.3 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (NYS Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its

submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVS THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

### **SECTION 3: MODIFICATIONS OR WITHDRAWAL OF PROPOSAL:**

- 3.1 Questions about or requests for clarification of an item for this RFP must be submitted in writing to Diane Anderson, Director of Certification - TA [Andersod@co.chautauqua.ny.us](mailto:Andersod@co.chautauqua.ny.us). Questions must be submitted no fewer than three (3) days prior to the scheduled proposal submission date. County responses will 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.
- 3.3 A proposal that is in the possession of Chautauqua County may be altered by a sealed letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, email, telephone or verbal alterations will not be accepted. A proposal that is in the possession of Chautauqua County may be withdrawn by the vendor up to the time of the opening. Failure of the successful proposer to furnish the service awarded, as a result of this Request for Proposal, may eliminate the proposer from the active vendors list for a period of time as determined by the Purchasing Manager.

### **SECTION 4: EVALUATION CRITERIA:**

- 4.1 Chautauqua County will contract with any licensed Funeral Director who meets the insurance requirements of Chautauqua County and who is willing to execute a County contract for the services and fees either as detailed in the specifications A. BURIAL SERVICES or pursuant B. ALTERNATE PROPOSAL, whichever the County deems is most advantageous to the County. County reserves the right to seek any clarifications needed to determine the most qualified submittal and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine compliance with the requirements of the solicitation.
- 4.2 **Alternatives/Value-Added Considerations:** The Proposer may include items not specified in this RFP in their proposal in which the vendor feels can be pertinent to or an added benefit to the services requested. All such alternatives must be listed separately from the proposal and the cost thereof must be separated and itemized.

## **SECTION 5: PROPOSAL FORMAT AND SUBMITTALS:**

- 5.1 All proposals must be submitted on the proposal sheet attached hereto as Attachment C. Respondents may attach additional sheets if necessary.

## **SECTION 6: PREPARATION OF PROPOSAL**

- 6.1 In case of error in the extension of prices in the proposal, unit prices will govern, where applicable.
- 6.2 Proposers are expected to examine special provisions, the scope of work, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk
- 6.3 The County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

## **SECTION 7: PROPOSER QUALIFICATIONS:**

- 7.1 Each proposer shall submit a statement of the proposer's qualifications, experience, organization, equipment, and facilities available to adequately provide the service and material necessary to fulfill the minimum specifications for this RFP, unless otherwise specified in the scope of work.
- 7.2 Include in your proposal a list of municipal clients who you have had past projects with that are of similar size and needs.
- 7.3 The County shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform obligations under the contract, and the proposer shall furnish to the County all such information and data for this purpose as may be requested.
- 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 that in its sole discretion, the proposer is qualified to properly carry out the terms of the Contract.

## **SECTION 8: AWARD AND CONTRACT INFORMATION:**

- 8.1 The proposer agrees that should their firm be awarded a contract, proposer will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 8.2 The proposer expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.
- 8.3 Chautauqua County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or

in part, if deemed to be in the best interest of the County to do so. Explanations of County decisions shall not be required except as otherwise provided by law.

- 8.4 All Funeral Directors meeting the criteria of this proposal will be required to enter into and sign an Agreement or an Agreement of Services (Contract) with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful proposer may become a part of the Contract and will be in effect for the duration of the contract. The Contract language will control over any conflicting language contained within this RFP.
- 8.5 The successful proposer will not commence any work, which could be billed, until a valid Contract has been executed by both the proposer and the County.

### **SECTION 9: CONTRACT TERM:**

- 9.1 **Contract Term:** The County intends to enter into a contract with all Funeral Directors meeting the criteria of this proposal throughout the term of January 1, 2018 thru December 31, 2022.

**Negotiated Pricing:** Any time during the contract term Chautauqua County reserves the right to negotiate (increase and/or decrease) the pricing indicated in this proposal.

- 9.2 **Insurance & Bonds:** Please attach your insurance certificates and bonds (if applicable). Certificates must match the Counties attached “Minimum Insurance Requirements” and sample certificates. Bonds must meet the attached “Bond Requirements” (when required). All required documents are to be attached to your proposal.

The County may allow a five (5) day grace period for insurance certificates and bonds (if applicable) that may need corrections. This period will begin from the time that the Proposal has been awarded. If all certificates and/or bonds have not been received within the five (5) days from said request the County may decide to go to the next highest scoring proposal.

## **1. RFP-SPECIFIC INFORMATION:**

### **I. PURPOSE**

The County of Chautauqua, through its Department of Health and Human Services, Division of Social Services, is seeking proposals or, agreements from licensed funeral directors to contract with the County, for the purpose of providing for the burial of the indigent.

### **II. BACKGROUND**

Pursuant to New York State Social Services Law, the Chautauqua County Department of Health & Human Services, Division of Social Services is responsible for care, removal and burial of the body of those individuals found dead within the County or for whom the Department would have

provided public assistance during the individual's lifetime, when such individual dies leaving insufficient funds to pay their burial.

The cost of such a burial is reimbursed 50% to the local Department by the State of New York to the extent that such expense does not exceed limits set by the State of New York. Expenses exceeding those limits are 100% local funds.

Annually, the Department of Social Services is responsible for the burial of an average of 154 (as records reflect in 2016) individuals.

## **2. SPECIFICATIONS FOR BURIAL SERVICES:**

A. **BURIAL SERVICES:** Removal to the funeral home in a suitable covered vehicle; obtain and file the necessary certificates and permits; provide a casket or other suitable container appropriate for the disposition of the body or remains; transportation of the deceased to the final place of disposition in a hearse or other comparable covered vehicle; one death or burial notice to the family which they may insert in a local newspaper at their own cost; cooperate in arranging for a graveside service that will not be inconsistent with the desires or religious faith of the deceased; and cemetery arrangements not inconsistent with the religious beliefs of the deceased. (Cemetery arrangements included in the Funeral Director's fee shall not include payment for the plot, opening and closing of the grave or graveside equipment such as tent, artificial grass or placer.)

**FEE FOR SUCH SERVICES:** County proposes to pay each Funeral Director agreeing to contract with the County for the services above, the sum of \$965.00 per burial. County proposes to pay \$490.00 for stillborn or children under six months of age.

B. **DIRECT CREMATION:** The Funeral Director will provide the following services for direct cremation: removal to the crematory in a suitable covered vehicle; obtain and file the necessary permits; provide a casket or other suitable container as required for cremation; transportation of the cremains to the final place of disposition if burial is requested; if burial of the cremains is not requested, Funeral Director shall arrange for delivery of the cremains to the appropriate family member in a manner consistent with New York State Law; provide one death or burial notice to the family which they may insert in a local newspaper at their own cost; cooperate in arranging a graveside service not inconsistent with the desires or religious faith of the deceased if burial of the cremains is requested and cemetery arrangements, if burial is requested, not inconsistent with the religious beliefs of the deceased. (Cemetery arrangements included in the Funeral Director's fee shall not include payment for the plot, opening and closing of the grave or graveside equipment such as ten, artificial grass or placer.)

**FEE FOR SUCH SERVICES:** County proposes to pay each Funeral Director agreeing to contract with the County for the services above, the sum of \$795.00 per burial. County proposes to pay \$490.00 for stillborn or children under six months of age.

C. **ALTERNATE PROPOSALS:** Licensed Funeral Directors may submit alternate proposals for the care, removal and burial of the indigent. Services proposed to be provided



by the Funeral Director must be detailed in the proposal and must comply with New York State Law and must set forth the proposed charge.

D. ADDITIONAL PAYMENTS: In addition to the fees listed above, the County will pay each Funeral Director who agrees to contract or who submits an acceptable proposal to the County, the following additional expenses:

Opening & Closing a grave and purchase of a cemetery plot when necessary	\$635.00
Pouch (if needed)	at cost
Grave Liner	at cost
Mileage outside of Chautauqua County, one way from County line to pick up deceased only.	\$1.00 per mile (max 100 miles)
Crematory fees*	at cost

\*NOTE: no mileage will be paid for transportation to a crematorium outside of Chautauqua County as long as a crematorium exists within the County.

E. FAMILY CONTRIBUTIONS: All assets and resources of the decedent must be applied to the funeral bill before requesting County funds. In addition, legally responsible relatives (spouses and parents or stepparents of children under age 21) may not make additional contributions to the funeral expense once the County has reviewed their circumstances and agreed to pay for the burial expense.

Friends or other non-legally responsible relatives may supplement the cost of the funeral to upgrade the casket or container, or to purchase viewing hours, embalming, register books, etc. Such supplementation shall not exceed \$1,100.00.

## ADDITIONAL TERMS AND CONDITIONS

1. APPLICATION: For those individuals not known to the Chautauqua County Department of Health & Human Services, application must be made as a Social Services office by an eligible relative or friend of the deceased indigent person for funeral costs out of public funds.
2. RESOURCES: When an application is accepted, all resources of the deceased shall be investigated, including the ability of legally responsible relatives to pay the cost of the burial. When it is determined that the deceased left no funds to pay such expenses and there are no personal or organization liable or willing to become responsible for such expenses, the Chautauqua County Department of Health & Human Services will authorize arrangements at the County's expense in accordance with this policy.
3. FUNERAL ARRANGEMENTS: The Funeral Director or Funeral Home shall supply the following services and materials:
  - A. Removal to funeral home in a suitable covered vehicle.
  - B. Obtain and file the necessary certificates and permits.
  - C. Provide a casket or alternative suitable container appropriate for the disposition of the body or remains. As there is no separate fee for the casket or container, it shall be considered as if a donation from the funeral home or funeral director.
  - D. Transportation of the deceased to the final place of disposition in a hearse or other comparable covered vehicle.
  - E. Provide one death or burial notice to the family, which they may insert in local Chautauqua County daily newspaper - example: Name of deceased, address where desired, date of death, date of interment service. Newspaper fees to publish are not included in the County rate and are the responsibility of the family.
  - F. The Funeral Director will cooperate in arranging for a graveside service that will not be inconsistent with the desires or the religious faith of the deceased. Clergy and church fees are not included.
  - G. Cemetery arrangements should not be inconsistent with the religious beliefs of the deceased. Arrangements will not include payment for cemetery graveside equipment such as tent, artificial grass or placer.
4. SCHEDULE OF RATES: Rates for the above services and materials will be promulgated by the Commissioner of Health & Human Services and will be considered a part of this policy and agreement.
5. CLAIM FOR PAYMENT: The Funeral Director or Funeral Home shall submit the request for payment (properly executed on reverse side) within thirty (30) days of burial and accompanied by appropriate receipts. If Chautauqua County Department of Health & Human Services accepts responsibility, vouchers will be forwarded to the Funeral Director for completion. Payment will be processed upon return of the vouchers and newspaper death notice, and after all assets of the deceased have been applied to the funeral bill. If no newspaper death notice is available, a certified copy of the death certificate must accompany the voucher.
6. REQUEST FOR PAYMENT FROM ASSETS ASSIGNED TO CHAUTAUQUA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES: The foregoing regulations applicable to burials at public expense shall apply when assets assigned to the Department are requested. However, no formal application by a relative is required, and if no relative is available, funeral arrangements may be made by unrelated persons.

CHAUTAUQUA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES COST  
REFERANCE RATE SCHEDULE FOR INDIGENT BURIALS

EFFECTIVE DATE: January 1, 2018

BASIC RATES:

Stillborn or child under 6 months of age	\$ 490.00
Cremation	\$ 795.00
Over the age of 6 months	\$ 965.00

ADDITIONAL RATES:

1. Opening and closing of grave and/or purchase of a cemetery plot, at a cost up to \$635.00.
2. Grave liner at cost.
3. Mileage outside of Chautauqua County, one way from the county line at the rate of \$1.00 per mile, up to 100 miles to pick up deceased only.
4. Crematory fees at cost. However, no mileage will be paid for transportation to a crematorium outside of Chautauqua County as long as a crematorium exists within the county.
5. Exceptional circumstances should be submitted to the County for approval prior to expenditure of funds.

CONTRIBUTIONS FROM RELATIVES OR FRIENDS

NO CONTRIBUTIONS MAY BE MADE BY A LEGALLY RESPONSIBLE

RELATIVE. A legally responsible relative is a surviving spouse, and the parents or stepparents of children under the age of twenty-one. Supplementation also cannot be made with assets of the decedent. All assets of the decedent must be applied to the funeral bill before requesting County Funds. The County's contribution, if appropriate, will be reduced dollar for dollar by the decedent's assets.

Friends or other relatives may supplement the cost of the funeral in an amount not to exceed \$1,100.00 to upgrade the casket or container, or to purchase viewing hours, embalming, register book, etc.

**CHAUTAUQUA - COUNTY INDIGENT BURIALS**  
**Request for Proposal Response Form**  
**RFP-2-18 DSS**

**Funeral Director:** \_\_\_\_\_

**Funeral Home:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**Federal Tax Identification Number:** \_\_\_\_\_

I am willing to contract with Chautauqua County for the following services in relation to the burial of the indigent (Check all that apply):

Services as set forth in section; No. 2 Specifications for Burial Services, Paragraph A – Burial Services, for the fees listed therein.

Services as set forth in section; No. 2 Specifications for Burial Services, Paragraph B – Direct Cremation, for the fees listed therein.

The following services (Please be specific): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary)

The above services will be provided at a cost of \$ \_\_\_\_\_ per burial for decedents over the age of six months and at the rate of \$ \_\_\_\_\_ for stillborns and children under the age of six months.

I confirm that I have insurance coverage as required by the County and that I will provide an appropriate insurance certificate in accordance with County policy. I further confirm that I am able and prepared to execute the County contract and comply with the provisions therein.

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_  
(type or print name)

**ATTACHMENTS**

**NON-COLLUSION CERTIFICATE  
IRANIAN DIVESTMENT  
ACKNOWLEDGEMENT  
EXCLUSION CHECKS**

**SAMPLE AGREEMENT  
TERMS AND CONDITIONS  
INSURANCE REQUIREMENTS**

**NON COLLUSION BIDDING CERTIFICATION**

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, subject to the terms of Section 103 d of the General Municipal Law, as amended, and under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth hereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Signature \_\_\_\_\_

Title \_\_\_\_\_

STATE OF NEW YORK     )  
COUNTY OF             )   SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, New York: that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said corporation.

**Certification Pursuant to Section 103-g  
Of the New York State  
General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law. Such list can be found on the website of the office of general services, <http://ogs.ny.gov/default.asp>."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

On January 13, 2012, Chapter 1 of the Laws of New York for 2012 was signed into law by Governor Andrew M. Cuomo. The law is known as the "Iran Divestment Act of 2012" (the "Act") and can be found at § 165-a of the NY State Finance Law. The Act became effective on April 12, 2012. The Act imposes limitations on "persons" that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act.

On July 17, 2012, Governor Cuomo signed into law Chapter 106 of the laws of 2012, which extended the Iran Divestment Act to State and local public authorities, the State University of New York, and the City University of New York.

## EXCLUSION CHECKS

Chautauqua County reserves the right to conduct exclusion checks on those who respond to its solicitations and on those with whom it contracts to verify that the contractor and its employees, subcontractors, and agents have not been sanctioned, excluded, debarred, suspended, or the subject of adverse governmental action by law enforcement, regulatory authorities, or licensing entities. This may include a check for exclusion from Federal healthcare programs. By submitting this proposal, you are: certifying that you are not prohibited from providing these services and/or goods as a result of being sanctioned, debarred, suspended, or excluded; agreeing that the County has the right to decline to enter into a contract with you in the event the County finds there to be a legal or funding source impediment to contracting with you; agreeing to provide written notice to the County immediately upon the occurrence of any sanction, exclusion, debarment, or suspension relating to your contract with the County; and agreeing that upon the occurrence of any such sanction, exclusion, debarment, or suspension, the County has the right to declare its contract with you to be terminated effective as of the moment of such occurrence or at such later date as is deemed by the County to be in the best interest of the County.

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Name of Business

---

Authorized Signature

---

Printed Name

---

Date



AGREEMENT

Indigent Burials

This Agreement is made as of \_\_\_\_\_, 20\_\_ 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: CONTRACTOR'S NAME  
A \_\_\_\_\_ Corporation  
Street Address  
City, State Zip Code  
hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the County's Department of Health and Human Services, hereinafter called "Department" is responsible for the burial of indigent persons in the county, and

WHEREAS, County issued RFP-2-18 DSS dated \_\_\_\_\_, 20\_\_, soliciting proposals from licensed funeral directors for the burial of the indigent, and

WHEREAS, in response to said RFP, Contractor submitted a proposal which meets the County's requirements for the burial of the indigent,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Services. Contractor shall provide burial services in accordance with the policy, attached hereto as Appendix B, for indigent decedents meeting County criteria for indigence, and Contractor's Proposal dated \_\_\_\_\_, 20\_\_, attached hereto as Appendix C. Contractor shall notify the individual(s) making the burial arrangements for an indigent person of the availability of assistance from the Department of Health and Human Services and the terms and conditions of such assistance. If there is no relative or other close associate of the decedent to make burial arrangements, Contractor will provide direct

burial services in accordance with Appendix B as authorized by the Department.

2. Payment. In consideration of the services to be performed by Contractor pursuant to this Agreement, County agrees to pay Contractor in accordance with the payment schedule attached hereto as Appendix D. Contractor may accept additional funds from a non-legally responsible relative or friend for this burial; however, such additional funds shall not exceed One Thousand One Hundred and No/100 Dollars (\$1,100.00). Said additional amount may be used for the purchase of additional services from Contractor such as visitation, embalming, register book, and casket upgrade, but may not be used to supplement liner costs. A request for payment shall be submitted by Contractor to County within thirty (30) days of burial on a form in substantial compliance with Appendix E with appropriate receipts attached. Upon approval of said form, payment to Contractor shall be based upon submission of a properly itemized and executed County voucher or invoice in form acceptable to the County Commissioner of Health and Human Services. A separate Appendix E form and county voucher must be submitted for each burial. Payment shall thereafter be pursuant to Appendix B.

3. Term. This Agreement shall commence as of \_\_\_\_\_, 20\_\_, and shall terminate \_\_\_\_\_, 20\_\_. Either party can terminate or cancel this Agreement in whole or in part upon thirty (30) days' written notice to the other party with accounts between the parties to be adjusted and prorated as of such termination date. County can immediately by written notice terminate this Agreement in the event Contractor violates any of the provisions of paragraphs relating to insurance, audit, or statutory compliance.

4. Audit. County shall have the right to examine and audit the records of Contractor at any time during the term of this Agreement and for a period of six (6) years following the termination date for the purpose of verification and audit of

financial and supplementation activities related to indigent burials performed pursuant to this Agreement. County shall provide Contractor with seven (7) days notice of any audit.

5. Additional Terms and Conditions. Contractor shall comply with all provisions contained in Appendix A 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 \_\_\_\_\_  
Vincent W. Horrigan, County Executive

CONTRACTOR'S NAME

BY \_\_\_\_\_ DATE \_\_\_\_\_  
Signatory, (Title)

STATE OF NEW YORK )  
COUNTY OF CHAUTAUQUA ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, personally appeared VINCENT W. HERRIGAN, 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



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 any applicable State or Federal laws, rules and regulations. 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.*

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 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 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 <http://chautauqua.ny.us/DocumentCenter/View/2401> 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>.

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.

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.

**CHAUTAUQUA COUNTY MINIMUM INSURANCE REQUIREMENTS**

**INSURANCE SHALL BE PROCURED AND CERTIFICATES DELIVERED BEFORE COMMENCEMENT OF WORK OR DELIVERY OF MERCHANDISE OR EQUIPMENT.**

This document shall be attached to and become part of the contract/agreement/service order. The contractor shall immediately forward to County, via facsimile to the County Department of Insurance (716) 753-4888 any notice of actual or pending termination, suspension or non-renewal of any of its policies. In the event the contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract and the contract/agreement/service order shall automatically and immediately terminate effective as of the moment of expiration, termination or suspension. The contractor agrees that County shall have unlimited access to its insurance company and policies.

**Certificate Requirements** The certificate must:

- A. be addressed to **CHAUTAUQUA COUNTY**, Department of Insurance, 3 N. Erie Street, Mayville, NY 14757-1007;
- B. specify all coverage required below and elsewhere in the contract. **Bid specifications or particular contracts, leases or agreements may require alternate coverages and limits, which must be evidenced on the Certificate in lieu of the coverages and limits specified below;**
- C. be issued by an insurer which has at as a minimum, BEST'S RATING of A- and be size category VII or higher;
- D. state "**CHAUTAUQUA COUNTY** shall be an additional insured, as well as a certificate holder, on a direct, primary and non-contributory basis including products and completed operations"  
 Note: Professional Liability, Worker's Compensation, and Disability Benefits Liability Insurance policies are not required to have the County as an additional insured, however County shall be named as certificate holder;
- E. include a waiver of subrogation for "**Construction and Maintenance**" and "**Property Leased to Others or Use of Facilities or Grounds**" coverage;
- F. state "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions"; and
- G. be delivered to the Chautauqua County, Department of Insurance, 3 North Erie Street, Mayville, New York 14757, Fax No. (716) 753-4888

**MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:**

Policy	Construction and Maintenance	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaires Services	Livery Services	All Purposes Public Entity Contracts
Commercial General Liability *	\$1,000,000 per occurrence, \$2,000,000 aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
- Premises & Operations	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Completed OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contractors	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form PD	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE
- X, C, U	INCLUDE		INCLUDE			
- Personal Injury			INCLUDE	INCLUDE		
- Liquor Law			INCLUDE			
- Host Liquor						INCLUDE
Auto Liability	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liability*	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$ 5,000,000	\$1,000,000
NYS Disability Benefit **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Worker's Compensation **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Excess Liability	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Owners Contractors Protective	\$1,000,000					
Professional Liability		\$1,000,000				

\*The comprehensive/commercial general liability limits can be met by one or more policies or in combination with an excess and/or umbrella liability policy. The COI must indicate if the coverage trigger is an 'occurrence' form or a 'claims-made' form.

\*\* NYS Work Comp Board requires special certificates of insurance for these coverages. WC needs to be on C-105.2 (9-07) or U-26.3. Any business with a location in NYS must show DB on a DB-120.1(5-06) showing beginning and ending dates or DB-155. Self Employed vendors must use CE-200 to waive WC and DB. Form can be completed on NYS WCB website electronically.

Construction and Maintenance contractors shall carry insurance for a minimum of two years after completion of the work. The expiration date for any claims-made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products. All claims made policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

NOTE: Childcare providers minimum liability coverage is \$1,000,000 and must include sexual abuse coverage, with cancellation notice as provided for in the insurance policy. The naming of Chautauqua County as an additional insured on Day Care insurance is required.