

**TERM AND SUPPLY CONTRACT  
(Mortuary Services)**

A Term and Supply Contract, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County," and **MUEHLEBACH MORTUARY, INC., D/B/A MUEHLEBACH FUNERAL CARE OF KANSAS CITY, MO**, 6800 Troost Ave, Kansas City, MO 64131, hereinafter called "Muehlebach".

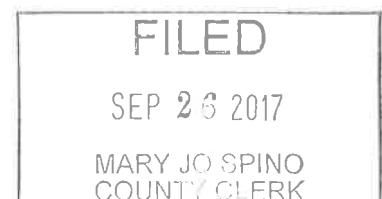
WHEREAS, pursuant to section 205.630 RSMo, the County is required to provide a reasonable sum, as determined by the County, to cover the funeral expense of individuals who die within the County and have no means of paying a funeral expense; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Request for Proposal (RFP) No. 34-17 for the furnishing of professional mortuary services; and,

WHEREAS, by Resolution 19575, dated September 11, 2017, the County Legislature did award a term and supply contract to Muehlebach Mortuary, Inc., d/b/a Muehlebach Funeral Care of Kansas City, MO, under the terms and conditions of RFP No. 34-17; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provision herein contained, County and Muehlebach respectively promise, covenant and agree with each other as follows:

1. This Contract shall be binding when it is signed by the County's Chief Financial Officer and shall run from September 18, 2017, until the end of the **thirty-**



**sixth** consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

2. Under the initial thirty-six month term of this contract, the County shall pay Muehlebach for services rendered under this Contract at the rate of \$585.00 for each cremation, including all costs, and \$2,180.00 for each intact burial, including casket, cemetery plot, and all related costs, as set forth in the excerpt from Muehlebach's response to RFP 34-17, consisting of 7 pages, attached hereto as Exhibit A.

3. Following the initial term, this Agreement may be renewed at the agreement of both parties for two additional twelve-month periods, pursuant to the terms and conditions of RFP No. 34-17, unless and until this Agreement is terminated as hereinafter provided. In the event of renewal(s), payment for services shall be at the rates set out in Exhibit A.

4. All modifications to this Contract must be in writing signed by the County's Director of Finance and Purchasing.

5. The laws of the State of Missouri and Jackson County, Missouri govern this Contract.

6. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties.

7. Muehlebach is an independent contractor and shall defend, indemnify and hold harmless the County for loss, damage or liability relating to this contract to the extent that such loss, damage, or liability results from the negligence or misconduct of Muehlebach Funerals or its employees, agents or subcontractor.

8. The County reserves the right to terminate this Contract for any reason upon at least **14** days written notice to Muehlebach.

9. The County will make a good faith effort to make payment within thirty (30) days after the date when a correct and complete invoice is received from Muehlebach. Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Muehlebach's non-performance of any of its duties required hereunder.

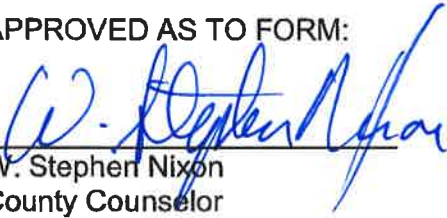
10. Muehlebach warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

11. This Agreement, together with the attached Exhibit A, incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this

26<sup>th</sup> day of September, 2017.

APPROVED AS TO FORM:

  
W. Stephen Nixon  
County Counselor

JACKSON COUNTY, MISSOURI

By:   
Q. Troy Thomas  
Chief Financial Officer

ATTEST:

MUEHLEBACH FUNERAL CARE

By:   
Mary Jo Spino  
Clerk of the Legislature

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

Title: President

Federal ID No.: 54-2109312

**REVENUE CERTIFICATE**

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

September 20, 2017  
Date

  
Chief Financial Officer

- 5.5.3 **Confidentiality:** (Contractor) acknowledges and agrees that all County information and records are confidential and will not disclose or make available this information or records to anyone outside the County organization unless authorized to do so in writing by the County.
- 5.5.4 **Complete Agreement:** Parties agree that this Agreement together with Jackson County, Missouri Request for Proposal 34-17 and (Contractor's) response thereto constitute the complete and exclusive statement of the agreement between the Parties which supersedes all prior proposals or understandings or agreements, oral or written, and all other communications between Parties relating to the subject matter of this Agreement.
- 5.5.5 **Notices:** Any notice which either Party shall be required by this Agreement to give the other shall be in writing and delivered by mail addressed to the respective Parties as follows, or to such other addresses, as the respective Parties may designate from time to time:

County: Jackson County, Missouri  
415 East 12<sup>th</sup> Street, Room 105  
Kansas City, Missouri 64106

Contractor: Muehlebach Funeral Care  
6800 Troost Ave.  
Kansas City, MO 64131

## 6.0 QUESTIONS

- 6.1 All Questions regarding this Invitation to Bid **must be in writing and e-mailed** as detailed under General Conditions, Item Number Five (5) on Page Ten (10) of this Invitation for Proposal by **July 11, 2017** by 5:00-p.m., CDT.
- 6.2 Point of contact for this Invitation for Proposal is Katie Bartle, e-mail address: [kmbartle@jacksongov.org](mailto:kmbartle@jacksongov.org).
- 6.3 All answers to questions will be published on the County's website in the form of Addenda.
- 6.4 Respondents must check for Addenda prior to submitting their proposal.
- 6.5 Respondents and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Respondents or their agents **may not** contact any other County staff regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for **REJECTION** of the Respondent's submission.

## 7.0 AWARD REQUIREMENTS

- 7.1 **State of Missouri Registration:** The Successful Respondent shall be registered with the State of Missouri if applicable or provide a commitment that it will become registered in Missouri within thirty (30) calendar days after receiving award notification.
- 7.2 **Certificate of Insurance:** The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Exhibit A included herein within ten (10) business days after receiving award notifications. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work under this Request for Proposal.
- 7.3 **W-9 Form:** The Successful Respondent must provide a completed IRS W-9 Form for this Contract
- 7.4 **Other Licenses:** The Successful Respondent must provide upon written request, evidence of current required Federal, State, and Local Occupational Licenses.

## 2. PROPOSAL PACKAGE, Section 3.7.3

### A. EXPERIENCE AND QUALIFICATIONS, Section 3.8

Muehlebach Funeral Home was established in Kansas City in June 1954 and has remained a local, family-owned funeral home ever since. Muehlebach was the first funeral home in Kansas City to offer prearranged funeral plans to the public and became a leader in the field of prearrangement.

Steve Pierce, current president and owner, joined the firm in 2001 in a leadership role. Steve and his wife, Nicole, took over ownership in 2003, and continue to carry on the tradition of utmost professionalism and personal service for which Muehlebach Funeral Home is known. Steve and Nicole have continued to grow the business with the name Muehlebach Funeral Care, and have 6 additional employees, along with 3 part-time employees. The staff focuses on providing outstanding customer service and treating customers as if they are part of their family.

Muehlebach Funeral Care is a full-service funeral home, offering both burial and cremation services. In 2013, the firm expanded by adding an on-site crematory. To offer cremation services, it was important to Steve to have the ability to control the process to make sure the highest standards were met for every family. Families can be assured of the highest level of service, as their loved ones do not leave the facility. They are always under the direction of our care, and no subcontractors will be used for this service.

Based on the reviews of families served, we have been very successful in our goal to provide outstanding service. In 2007, we received both the Excellence in Family Service award and the Silver Exemplary Service award from the International Order of the Golden Rule. In 2013, Steve received the Excellence in Customer Service award from the Johnson Consulting Group. Additional awards received include the September 2014 Southtown Council Sparkle Award for outstanding upkeep and landscaping at Muehlebach Funeral Care, and Rotarian of the Year and recognition as a Paul Harris fellow with the Rotary Club.

In 2016, Steve and Muehlebach Funeral Care were chosen as one of the top 25 companies of under 25 employees in the Kansas City metropolitan area. This was a huge honor to receive this award, which is based upon financial stability, ability to overcome obstacles/adversity/challenges, community involvement/service, distinguishing or defining characteristics/qualities and company vision.

Also in 2016, Steve was selected as a runner-up to the American Funeral Director magazine national Funeral Director of the Year.

The following staff members will be directly involved with or responsible for providing the services in this Request for Proposal. All are both Licensed Funeral Directors and Certified Crematory Operators.

1. Steve Pierce – President and Owner/Funeral Director/Embalmer/Certified Crematory Operator  
Steve began working in a funeral home during high school in the 1980's and has worked as a funeral director since receiving his Mortuary Science degree. He joined Muehlebach in 2001 in a leadership role and Steve and his wife, Nicole, took over ownership in 2003. Steve is licensed in both Missouri and Kansas.
2. Brandon Schlitzer – Manager/Funeral Director/Certified Crematory Operator  
Brandon obtained his bachelor's degree in Biology from the University of Missouri-Columbia in 2011, and then completed his Mortuary Science degree. He began working for Muehlebach Funeral Care part time while in High School and has been employed full time since receiving his degree.
3. Jim Dalton – Embalmer/Funeral Director/Certified Crematory Operator  
Jim joined Muehlebach Funeral Care's professional, caring staff in 2015, after serving as a pastor of a local church for 25 years. Jim had continued to keep his funeral professional licenses current since 1981 after completing training at Kansas City Kansas Community

College School of Mortuary Science. The combination of training in the funeral industry and 25 years of pastoral work have given Jim an unusual collaboration of tools to serve the needs of our families with compassion and care.

4. Makayla Vette –Embalmer/Funeral Director/Certified Crematory Operator  
Makayla began her career in funeral service in 2010 while she was still in high school. She completed three degrees at Johnson County Community College and then completed her Mortuary Science degree in 2014. She began working at Muehlebach while a college student and is now a full time, licensed employee.
5. Terry Mendenhall – Embalmer/Funeral Director/Certified Crematory Operator  
Terry has extensive experience as an embalmer, cremation specialist and funeral director, having received his Mortuary Science degree in 1989.

#### **B. REFERENCES, Section 3.9**

The following are customers for whom we have provided similar services.

Name: Minter Funeral Home  
Phone Number: 660-744-2323  
Point of Contact: Shawn Minter

Name: Passantino Brothers Funeral Home  
Phone Number: 816-471-2844  
Point of Contact: Charlie Passantino

Name: Ritchie Funeral Home  
Phone Number: Alan Ritchie  
Point of Contact: 712-542-7843

#### **C. ABILITY TO MEET SCOPE OF WORK, Section 3.10**

Based on our many years of experience in the funeral industry, we are confident in our ability to meet the requirements under the scope of work of this RFP. Our Licensed Funeral Directors/Certified Crematory Operators are all experienced in both burial and cremation services. All of our Certified Crematory Operators are also Licensed Funeral Directors.

##### **Scope of Work Section 2.0**

Section 2.1 As mentioned above, we added an on-site crematory to control the cremation process and ensure our high standards are met for every cremation performed. With the crematory on-site, we can easily accommodate another 150 or more cremations per year. Our staffing levels will also easily accommodate additional burial services.

Section 2.2 We are able to provide licensed mortuary services to all Category I and Category II bodies as outlined in the scope of work. We can successfully remove, transport and prepare the body for burial or perform a cremation, as required, at our funeral home located at 6800 Troost Avenue, Kansas City, Missouri. As a full service funeral home, our Licensed Funeral Directors currently provide expert removal, transportation, preparation of the body, burial and cremation services on a daily basis. When necessary, we will include involvement of the family or other concerned persons in the actual disposition.

In addition, we are experienced in performing these exact services as trade calls for out of town funeral homes for deaths that occur in the Kansas City area. For example, we may receive a request from a funeral home in New York to perform local services including removal, transportation and preparation of the body or cremation. After our services are complete, we arrange transportation of the body or cremated remains to the location of the out of town funeral home.

Muehlebach Funeral Care is a family-owned firm, and we are known for treating your family as part of our family. This compassion, care and respect will extend to all decedents, whether they are unclaimed or indigent.

Section 2.3 We agree that all burials will be permanent and that County involvement will end once we have taken possession of the decedent.

Section 2.4 We shall notify the Jackson County Medical Examiner's Office of the disposition of all Category I bodies and notify the County's designated official of disposition of all Category II bodies. A Jackson County representative may witness a burial or inspect any of our services, including cremation.

Section 2.5 We will follow all Missouri statutes. Our completed burial services will include disposition by interment at an appropriate site within the state of Missouri or delivery of the cremated remains to a family member or other concerned person.

Our plan for burial services is to inter the decedent at a Missouri cemetery in a basic casket with immediate burial at a marked grave. Our plan for cremation services is to perform the cremation and deliver the cremated remains to a family member or other concerned person. In the event that there is not a family member or other concerned person wishing to receive the remains, we will place the remains in a mausoleum in Kansas City, Missouri. The container holding the cremated remains will be marked with identification so that they may be recovered in the event they are sought by a next of kin in the future.

Section 2.6 We acknowledge and agree that we may be required to transport and dispose of unclaimed bodies that have been received by another funeral/crematory service vendor. If we do not wish to waive an interest in the disposition of that decedent, we will make arrangements to transport the body for disposition.

Section 2.7 We agree that we may at times be required to transport and cremate bodies exceeding the typical weight capacity. Our quotation includes the additional cost for this type of cremation.

Section 2.8 We have reviewed and understand the definitions outlined in this section of the scope of work.

Section 2.9 We are able to successfully meet the mandatory requirements in this section as discussed below.

Section 2.9.1 Within 48 hours of notification by Jackson County, we will assume responsibility for a deceased indigent person.

Section 2.9.2 Within 72 hours of receipt of a deceased indigent person, we will provide complete burial services.

Section 2.9.3 Our Licensed Funeral Directors will provide mortuary services for burial or cremation as discussed above.

Section 2.9.4 Muehlebach Funeral Care and all of our Funeral Directors are in good standing with the Missouri State Board of Embalmers and Funeral Directors.



Section 2.9.5 Prior to the award of the contract, we will provide a criminal history/background check to the County of the employees that will be working on this contract.

Section 2.9.6 When burial services are required by the Medical Examiner, we will prepare the body, provide a casket, transport the decedent to a cemetery and bury the body with an identifying marker so that the remains may be located in the event they need to be exhumed. When cremation services are needed, we will perform the cremation and disposition of the cremated remains as explained above.

Section 2.9.7 For burial services, we will provide a numerical marker at the grave to identify the decedent.

Section 2.9.8 We will provide all required services for indigent persons without regard to race, color, creed, sex, previous medical condition, religion, age, or any other designation which may constitute discrimination. All decedents will be treated with utmost care and respect.

Section 2.9.9 We will provide the County with verification of the burial and location of grave site or cremated remains within 48 hours after the burial.

Section 2.9.10 We will provide a detailed invoice for each cremation or burial service to the County, including the name of the decedent, date of services and specific location where the burial occurred, within 10 business days after the cremation or burial service. We will include a burial plot map with the invoice.

Section 2.9.11 We will provide a detailed Excel spreadsheet to the County every month including First Name, Last Name, Sex, Race, Date of Death, Age of Decedent, Amount Invoiced and Date Paid.

Section 2.9.12 We have an action plan regarding unclaimed remains of decedents, which is outlined later in this proposal, in Section 3.13.

**D. PROOF OF MISSOURI LICENSING, Section 3.11**

Copies of our funeral home and employees' licenses are enclosed on the following pages.

QUOTATION PAGE

Pricing to provide complete Mortuary Services and Burial Services as described herein for each Indigent Person:

\$ 2180.00 /Each Burial, including casket, cemetery plot and all related costs

\$ 585.00 /Each Cremation, including all costs

Does the crematorium typically used have a weight limit? Y/N  If yes, what is the weight limit? 300 lbs.

\$ 1.50 per pound /Each additional charge for transport and cremation of a body exceeding the weight limit

Pricing must be firm for the first Thirty-Six Months of any resulting Contract.

Pricing for 4<sup>th</sup> Year of Contract:

\$ 2455.00 /Each Burial, including casket, cemetery plot and all related costs

\$ 455.00 /Each Cremation, including all costs

\$ 1.50 per pound /Each additional charge for transport and cremation of a body exceeding the weight limit

Pricing for 5<sup>th</sup> Year of Contract

\$ 2555.00 /Each Burial, including casket, cemetery plot and all related costs

\$ 675.00 /Each Cremation, including all costs

\$ 1.50 per pound /Each additional charge for transport and cremation of a body exceeding the weight limit

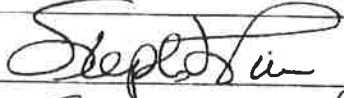
Regular Business Hours: 8:30 am - 5:00 pm

Emergency Contact: 816-444-2060 phone is answered 24/7.

Distance from your business to the Medical Examiner's Office: 7 miles

Would you be willing to extend the pricing, terms and conditions of any resulting Contract to any Municipal, County, Public Utility, Hospital or Education Institution located within the Greater Kansas City Metropolitan Trade Area?

Check one:  Yes  No

SIGNATURE: 	DATE: 7.11.17
NAME (PRINT): Stephen L. Pierce	PHONE: 816 444 2060
TITLE (PRINT): President	CELL: 816 719 4124
COMPANY NAME (PRINT) Muehlebach Funeral Care	FAX: 816 444 4042
E-MAIL ADDRESS (PRINT) spierce@muehlebachchapel.com	
URL (PRINT): www.muehlebachchapel.com.	