



RFQu 052019

FORENSIC PATHOLOGIST

Bay County Finance Department
Purchasing Division
On behalf of
Bay County Health Department

JAMES BARCIA
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL---THIS IS NOT AN OFFER

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO BE RETAINED ON OUR BIDDERS LIST

DATE OF REQUEST	APRIL 5, 2019
REFERENCE PROPOSAL NUMBER	RFQu 052019
DEADLINE FOR VENDOR QUESTIONS	APRIL 15, 2019 5:00 PM
RESPONSES DUE FROM COUNTY	APRIL 18, 2019 5:00 PM
PROPOSED DATE/TIME REQUIRED	APRIL 26, 2019 3:00 P.M.
SUBMIT PROPOSAL TO:	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION BAY COUNTY BUILDING 515 CENTER AVENUE 7 TH FLOOR BAY CITY, MI 48708-5128
MARK PROPOSAL:	BAY COUNTY HEALTH DEPARTMENT FORENSIC PATHOLOGIST – DELIVER TO PURCHASING IMMEDIATELY

The Bay County Purchasing Division on behalf of the Bay County Health Department is soliciting sealed qualification from firms or individuals interested in the contractor position of Forensic Pathologist. This person or firm will not be an employee of Bay County but will work as contractor for the term of three (3) years.

QUALIFICATIONS

1. Licensed to practice medicine in the State of Michigan, copies of proposers Medical License and Specialty Board Certification are a requirement for submission.
2. REQUIRED - Employed as a Forensic Pathologist within the past two years and performed a minimum of eight death investigations within this two-year period, in which "homicide "was the cause of death for at least two of the eight decedents. An expert witness in the field of forensic pathology with documented testimony experience of at least four instances within the past two years.

3. PREFERRED - A pathologist, granted by the American Board of Pathology, with board certification in forensic pathology, with a minimum of two years of forensic pathology work experience beyond forensic pathology residency/fellowship training.

SCOPE OF SERVICES

1. Contractor shall perform services as directed by the Bay County Health Department and the Bay County Medical Examiner in accordance with Michigan Law (County Medical Examiners Act 181 of 1953) contractual guidelines and requirements. See the following link:

[https://www.legislature.mi.gov/\(S\(ib4q0amjyigv1v0he4xsea5f\)\)/documents/mcl/pdf/mcl-Act-181-of-1953.pdf](https://www.legislature.mi.gov/(S(ib4q0amjyigv1v0he4xsea5f))/documents/mcl/pdf/mcl-Act-181-of-1953.pdf)
2. Contractor shall maintain an open and cooperative relationship with the Bay County Health Department, Bay County Prosecuting Attorney and the Bay County Law Enforcement Departments in a timely manner.
3. Contractor shall maintain case files, and handle calls from Medical Examiner county staff, law enforcement, prosecutors, attorneys and other appropriate personnel.
4. Contractor shall perform forensic autopsy, including neuropathology, toxicology, anthropology, entomology, odontology and any other consultant or specialized tests required, based upon national standards of practice.
5. Contractor shall maintain required level of education and continued education as required by Michigan Law.
6. Contractor shall attend Child, Elder and Fetal Infant Death Review Team Meetings, court proceedings and meetings with families and other interested parties.
7. When the Contractor is not available, a deputy forensic pathologist or equivalent, who possesses qualifications similar to those listed above must be available. Proposers shall submit a contingency plan for performance of the Contractor's duties when unavailable. Bay County will have right of refusal of any proposed subcontractor.
8. Contractor shall maintain a records on every death reported to the office, whether or not jurisdiction is accepted.

RESPONSE FORMAT

The items listed below shall be submitted with each proposal and shall be submitted in the order shown. Each section should be clearly labeled with pages numbered and separated by tabs. Include a title page and table of contents. Failure by a proposer to include all listed items may result in the rejection of its proposal.

Tab I – Transmittal Letter

Provide a transmittal letter indicating the individual or firm's understanding of the requirements of this specific job proposal. The letter must be a brief formal letter (1-2 pages) that provides information regarding the individual or firm's interest in and ability to perform the requirements of this RFQu. A person who is authorized to commit the firm's organization to perform the work included in the proposal must sign the letter in ink and provide the original document in the submission packet labeled "Original". Copies of this document must be listed in all other submissions.

Tab II – Company Profile

Provide a company profile describing the individual or firm and include all of the following:

1. The official name of the individual or firm;
2. Individual's office or firm's organizational structure (e.g. corporation, partnership, Limited Liability Company, etc.);
3. The jurisdiction in which individual is located or the firm is organized and the date of such organization;
4. The address of individual's office or firm's headquarters, any local office involved with the contract; and the address/location where the actual production of goods and/or services will be performed;
5. Firm's Federal Tax Identification Number;
6. The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the RFQu response, and with authorization to make representations on behalf of and to bind the individual or firm; and,
7. A representation that the individual or firm is in good standing in the state in which its located and will have all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFQu.

Tab III – Agreement Approach

Use this section to describe in detail your approach to this agreement including, but not limited to:

1. Proposed medical examiner office, location, and staffing plan.
2. All facilities, functions, and locations including standard operating procedures.
3. Your experience as an expert witness.

4. Contingency plan in lieu of medical examiner absence (all personnel taking the place of the medical examiner shall have similar qualifications, insurance and licensures as the medical examiner).
5. Transportation of the decedent from death scene to the temporary refrigerated storage facility centrally located.
6. Complete list of consultants to be utilized in the course of forensic pathology services.
7. Computer information management system to be used in maintaining medical records and generating reports and the system's security which will ensure confidentiality of medical records and reporting.
8. Proposed body transport plan.

Tab IV – Project Team Qualifications and Experiences

Responses shall include a complete list of and resumes for all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide medical and support services. For each person on the list, the following information shall be included:

1. The person's relationship with the individual or firm, including job title and years of employment with the individual or firm;
2. The role that the person will play in connection with the RFP;
3. Address, telephone, and e-mail address;
4. The person's educational background;
5. The person's relevant experience; and,
6. Relevant awards, licenses, certificates or other achievements.

This section of the response should include no more than two pages of information for each listed person.

Tab V – References (form provided in the back of this RFQu)

Each proposer must provide at least three (3) references of similar size and scope serviced during the past five years. References must be satisfactory as deemed solely by the County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions. Reference information shall include:

1. Company/Agency name.
2. Contact person (name and title), contact person is to be someone directly involved with the services.
3. Email of contact person.
4. Complete street address.
5. E-mail address.
6. Telephone number.
7. Type of business.
8. Dates of service.

The County reserves the right to contact any of the references provided in order to determine proposer's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

Tab VI – Proposed Costs

Use this section to describe and itemize your annual fees (for years 2019, 2020, 2021) for all medical examiner services over a three-year term of this agreement. Please include all fees including, but not limited to, administration, equipment fees, transportation, mileage based in the current IRS reimbursement rate and will be adjusted to match this rate during the term of the contract, investigation fees, transcription and detailed miscellaneous fees, review of cremation permits and death certificates, attendance at required meetings, body transport fees, and forensic autopsy costs. Please show the individual charge for each section do not provide a lump sum cost.

Tab VII – Identification of Anticipated and/or, Potential Project Problems

Use this section to identify and describe any anticipated and/or potential project problems, your approach to resolving these problems, and any special assistance that will be requested from the County. Please limit your response to no more than five (5) pages.

Tab VII – Forms

Use this section to include the following required forms:

1. Certificate (form is provided in the back of this RFQu)

Proposers shall also submit a current copy of their insurance certificate, State of Michigan license to practice medicine, and American Board of Pathology certificate to practice forensic pathology.

TAB IX – Litigation

Proposers must identify and describe any current, pending or threatened litigation against them related to their business.

Tab X – Appendices

The content of this tab is left to the proposer's discretion. However, the proposer should limit materials included here to those that will be helpful to the Evaluation Committee in understanding the services to be provided for this specific contract. Please limit your submission to no more than five (5) pages.

QUALIFICATIONS-BASED SELECTION (QBS) PROCESS TO BE USED

The *Bay County Purchasing Policy* provides for the use of a Qualifications Based Selection (QBS) Process. This fair and rational procedure facilitates the selection of professional services on the basis of qualifications and competence in relation to the scope and needs of the particular project. The committee is charged to implement the QBS process and provide recommendations to the Bay County Executive and Bay County Board of Commissioners. Members of a QBS committee will review materials submitted by each person, compare, and rate them according to the selection requirements stated in this QBS.

The QBS process to be used for this project involves a number of steps:

1. The Bay County Board of Commissioners identifies the general scope of the work.
2. A selection schedule is established.
3. Qualification documents are requested.
4. Qualification documents are evaluated.
5. A short list of proposers who receive 120 points or more is prepared for further consideration with the top proposer(s) being interviewed and evaluated.
6. Interviews are conducted.
7. Individuals are ranked for selection.
8. A contract is negotiated with the top ranked individual.
 - a. If an agreement cannot be reached, those negotiations are ended and negotiations are begun with the second ranked individual and so on down the line, until agreement is reached and an individual selected.
9. All individuals involved receive post-selection communications.

QBS COMMITTEE MEMBERS

The QBS Committee for the Insurance Agent may include or their designee:

- Chairman of the Board of Commissioners or designee
- Board Analyst Robert Redmond
- Purchasing Agent Frances Moore
- Finance Officer Jan Histed
- Corporation Counsel Amber Davis-Johnson
- Health Officer Joel Strasz
- Prosecuting Attorney Nancy Borushko
- Sheriff Troy Cunningham
- Health Education/Emergency Preparedness Manager Melissa Maillette
- Business Service Manager Mark Pickell

GENERAL INFORMATION

1. **CHANGES TO RFQU:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Frances Moore. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible bidders are asked immediately to send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive Proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFQU, Bidder agrees to be bound by this RFQU's terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Bidder's Proposal.

4. RFQu, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this RFQu or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. TAX-EXEMPT STATUS: Bay County is a tax-exempt entity. The successful bidder will receive a tax-exempt form.
6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
7. RESPONSIBILITY: Bidder is solely responsible for ensuring its bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7TH Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

1. INSURANCE: The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFQu and any resultant contract, whether such service be by the Bidder individually or by any subcontractor or by anyone directly or indirectly employed Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and mandatory \$1,000,000 annual aggregate;

Professional liability coverage (error and omissions) with limits of liability of \$1,000,000 claim applicable to this retention.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. The Bidder has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverages shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

"It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and

"It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."

9. COST OF DEVELOPING PROPOSAL: The Respondent shall be responsible for all costs incurred in the development and submission of its Proposal.
10. PROPOSAL DELIVERY: To be considered, the Proposal must be delivered with a sealed envelope containing the cost proposal and be clearly marked "**Bay County Forensic Pathologist**" and contain eleven (11) copies of that portion of the proposal including all attachments. Label one (1) submission as "Original" and provide only one copy of the sealed cost proposal with the submission marked "Original".

The County will not accept proposals sent by FAX machine or E-mail.

11. NON-DISCRIMINATION: In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision

will be regarded as a material breach of the contract.

12. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
13. PROPOSAL REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
14. PROPOSAL AWARD: In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the bid to the vendor providing the best value to the County.
15. DISPUTES: In the event a proponent disagrees with the recommendation of the Bay County Finance Officer concerning this award, the individual may obtain from the Purchasing Division a Bid Protest Form which may be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Finance Department, Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan, 48708-5128, (989) 895-4037, within ten (10) working days of the Notice of Bid action.
16. CONTRACT: The County's award of this proposal is conditioned upon the execution of a formal agreement for products and services between the selected bidder and the County. In submitting a proposal, bidder acknowledges that contents of this RFQu will become incorporated within any formal agreement. This RFQu does not include every term and condition which shall appear in the formal agreement. In the event that the bidder does not execute the formal agreement within the stated time limit, the County may reject the selected bidder and proceed to accept another qualified proposal, or reject all proposals. A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFQu shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict of terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of this RFQu, and last, the Bidder's Proposal.
17. QUESTIONS: All questions about this RFQu must be directed **in writing, via email**, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

Under no circumstances will phone calls be accepted.

Responses to any inquires will be issued in one (1) Addendum no later than APRIL 18, 2019 and will be sent to all known bidders. Every attempt to answer your inquiries will be made however Bay County has the right to not answer any questions received after the APRIL 15, 2019 due date. Correspondence or inquiries made directly to bidders regarding their proposals from all other persons are to be directed to those County employees designated above for appropriate review and response. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desire by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers to submit their proposals. Any information giving to a prospective bidder concerning the Request for Proposal will be furnished to all prospective bidders as an amendment or addendum to the Request for Proposal, if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance to uninformed bidders.

I. ADA ASSISTANCE

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as a signer for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Avenue
4rd Floor
Bay City, MI 48708-5128

Telephone (989) 895-4131
TDD (989) 895-4049

Frances Moore, Purchasing Agent
Finance Department, Purchasing Division
Bay County Building
515 Center Ave
7th Floor
Bay City, MI 48708-5128

Telephone: (989) 895-4037
Email: Mooref@baycounty.net

THIS QUALIFICATION PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY COUNTY PURCHASING POLICY AS FOUND ON THE BAY COUNTY WEBSITE

www.baycounty-mi.gov

REFERENCES

1	Company/Agency Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
_____		_____	
_____		E-mail	
Service Provided/Type of Business:		Dates of Service:	
_____		_____	
_____		_____	

2	Company/Agency Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
_____		_____	
_____		E-mail	
Service Provided/Type of Business:		Dates of Service:	
_____		_____	
_____		_____	

3	Company/Agency Name:	Contact Name:	Contact Title:
Address: _____ _____		Phone Number:	
		E-mail	
Service Provided/Type of Business: _____ _____		Dates of Service:	

CERTIFICATION

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was solely developed and prepared without any collusion with any competing Proposer and/or Bay County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing proposer prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____

Email: _____

Date: _____