



RFQu 022019

MEDICAL EXAMINER

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 022019
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 1:00 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 MEDICAL EXAMINER – DELIVER TO PURCHASING IMMEDIATELY”

Bay County is seeking proposals for the provision of Medical Examiner professional services under the oversight of the Bay County Health Officer. The awarded contractor(s) would provide services pursuant to standards in accordance with the National Association of Medical Examiners and Act 181 of 1953, for a term of three (3) years with the option of two (2) one-year renewals.

The Medical Examiner Office (MEO) is responsible in accordance with Act 181 of 1953 for investigating deaths deemed to be in the public interest, serving both the criminal justice and public health systems. The MEO investigation promotes neutral and objective medical assessment of the cause and manner of death.

Performing autopsies protects the public interest and provides the information necessary to address legal, public health, and public safety issues in each case of death from unknown causes.

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

The scope of work for the MEO, as it relates to the contract for services contemplated as a result of this proposal solicitation, would include the following as parts: operation and administration of an MEO by a properly licensed, certified and insured Medical Examiner, Medical Examiner shall respond to death scenes in order to conduct investigations in a timely manner; provision of local transportation of decedents to area storage facilities and when necessary from local storage to autopsy or permanent storage locations; licensed professional services to provide all necessary forensic toxicology and other required specialties, as needed, to investigate the deaths reported. Bidders are encouraged to offer partnered solutions to the County's needs for a comprehensive Medical Examiner program. The remainder of this technical specifications section provides the complete scope of work in more detail.

GENERAL OVERVIEW / BACKGROUND

Bay County is currently under contract with Dr. Howard Hurt, while the contract runs in perpetuity, by following good business practices the County is soliciting bids. As it is the County's intention to continue to contract for Medical Examiner services, we are accepting proposals from potential contractors. The award will be for a three (3) year contract which will include a provision for the County, at its discretion, to extend the contract for two (2) additional one-year periods for a total contract period to not exceed five (5) years.

The Medical Examiner's primary office location will be within the Bay County Health Department. The County does recognize the need for the Medical Examiner to conduct duties off-site and may require accommodations to successfully accomplish this.

SCOPE OF SERVICES

The Contractor, as the County's Medical Examiner, shall provide the County with the following services:

- All services required of the County Medical Examiner as described in and required by the laws of the State of Michigan, including, but not limited to, the investigation and certifications of all persons whose deaths are within the jurisdiction of the County's Medical Examiner.
- Oversight and administration of forensic pathology services.
- Provide necessary communications and be available to respond to the inquiries of prosecuting attorneys, criminal defense attorneys, law enforcement agencies, funeral home directors, health care institutions and their professional staffs, and involved citizens and families regarding particular death investigations and general procedures.
- Provide necessary information to and participate in death reviews, including participation in Child Death Review Team meetings.
- Make recommendations for appointment as needed, validate the qualifications, assure the special and continuing education, and direct the official activities of all persons (deputy medical examiners, forensic

pathologists, et.al.) providing professional services to the County's Medical Examiner's Office. The Bay County Board of Commissioners must approve the Medical Examiner and the Deputy Medical Examiners designated by the Contractor and the County.

- Conduct and/or assure that postmortem examinations of all bodies pursuant to the requirements of the laws of the State of Michigan for County medical examiners and according to professionally accepted criteria.
- Be available for and provide testimony in criminal prosecutions to the Prosecuting Attorney of the County and other counties as officially requested, for all postmortem examinations conducted under their jurisdictions, at no additional expense to the local governmental unit of the prosecuting attorney requesting such testimony, except for reimbursement for mileage for the medical examiner or deputy medical examiner at the rate established each year by Bay County.

AUTOPSY REPORTS AND DEATH CERTIFICATES

The contractor shall ensure that:

- Autopsies will be conducted within twenty-four (24) hours of the County's request.
- The contractor will identify an alternative site for accepting a body in the event they cannot accept a body for reasons beyond their control. Agreements and processes that do not cause unnecessary delays in the transport of deceased individuals will be in place prior to execution of the contract.
- Preliminary autopsy findings will be made electronically available to the Bay County Medical Examiners Coordinator and related public safety officers no later than 9 a.m. on the day following the autopsy.
- The Contractor will ensure that death certificates with any items pending further testing or information shall be completed within sixty (60) days of the certified date of death, unless special diagnostic studies are necessary and such studies will delay completion of the case.
- Final autopsy reports will be available in the County Medical Examiner's Office, within fifty (50) days from the certified date of death ninety percent (90%) of the time, measured and reported each calendar month, unless special diagnostic studies are necessary and such studies delay completion of the case. Failure to meet the time frame will result in a \$1,500.00 per month penalty for each month not meeting the benchmark.
- 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.
- Contractor shall conduct investigations into all deaths reported to the Bay County Medical Examiner's Office. Contractor shall maintain case files, and handle calls from county staff, family members, law enforcement, prosecutors, attorneys and other appropriate personnel.

- Contractor shall meet with Bay County Health Department Officer as needed and at least quarterly to present the cases, issues, problems and resolutions.
- Contractor must sign all death certificates and review and authorize all cremation permits. Contractor must make reasonable arrangements with funeral directors, within the limits required by law, to ensure that death certificates and cremation permits are completed accurately and within a timely manner.
- Contractor shall conduct postmortem examinations of all deceased pursuant to the requirements of the State of Michigan.
- Contractor shall ensure that autopsies are performed on a timely basis, pursuant to Michigan law and shall include neuropathology, toxicology, anthropology, entomology, odontology and any other consultant or specialized tests required, based upon national standards of practice.
- Contractor shall ensure that all necessary equipment and technological needs are assessed, met, and utilized as can be established by available resources.
- Contractor shall maintain required level of education and continued education as required by Michigan Law.
- Contractor shall attend Child, Elder and Fetal Infant Death Review Team Meetings, court proceedings and meetings with families and other interested parties.
- When the Contractor is not available, a deputy medical examiner or equivalent, who possesses qualifications similar to those of the chief medical examiner must be available. Proposers shall submit a contingency plan for performance of the Contractor's duties when unavailable. Bay County has approval or rejection rights to any subcontractor.
- Contractor shall maintain a records on every death reported to the office, whether or not jurisdiction is accepted.
- Contractor shall create an annual report to be delivered to the Bay County Health Department.
- The Contractor shall utilize and be knowledgeable with the Medical Death Investigation Log (MDI Log).
- The Contractor must adhere to the following standards and guidelines:
 1. NAME – National Association of Medical Examiners
 2. MAME – Michigan Association of Medical Examiners
 3. IACME – International Association of Coroners and Medical Examiners

REQUIREMENTS:

- The Contractor shall have either an M.D. or a D.O
- The Contractor shall have at least three years of experience in Medical Examiner Pathology and Investigation.
- The Contractor must have knowledge of Michigan Law relating to medical examinations.

CONTENT OF SUBMISSION PACKET:

The proposed Contractor shall submit the following:

- Curriculum Vitae
- Contingency Plan
- Certifications, Memberships and Awards
- References
- Certification (provided as Attachment A)
- Fee Envelope (one copy required)

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 a minimum of 70 points out of 75 potential points 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 Medical Examiner 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.

8. 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 RFQ 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 and be clearly marked "Bay County Health Department Medical Examiner" and contain eleven (11) copies of the proposal including all attachments. One copy is to be labeled "ORIGINAL" and this submission only shall include the copy of the cost proposal.

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, 2109 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 desired 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 given 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.

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**

ATTACHMENT A

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: _____