

CALHOUN COUNTY INSTRUCTIONS SUBMITTING BIDS/PROPOSALS

Vendors who will be submitting a bid/proposal to Calhoun County must follow these 2 steps:

1. Register as a **vendor with the County** by means of this link:

<http://www.calhouncountymi.gov/VendorReg>

This will add you to the County's vendor database. If you are already registered, take a moment to review your information and update as needed.

2. Register your **intent to bid** with the Purchasing Office by means of this link:

lobrig@calhouncountymi.gov

Include the RFP/RFB # of the project to which you will be responding, along with the name of your company and email address. This will notify the Purchasing Office that you are to be considered a "Vendor of Record" and in turn, Purchasing will inform you of any addenda or revisions to the original solicitation. Should you elect not to submit a bid after registering a positive intent, notify the Purchasing Office by means of the above link that you will not be bidding.

By not registering your intent to bid, you will not be notified of addenda or revisions to the bid document.

**CALHOUN COUNTY
REQUEST FOR PROPOSAL
CALHOUN COUNTY ADMINISTRATOR'S OFFICE
PURCHASING DIVISION
(269) 781-0981**

ISSUE DATE: *TUESDAY, OCTOBER 15, 2013*

DUE DATE: *TUESDAY, NOVEMBER 5, 2013*

PROJECT: *RFP#119-13 MEDICAL EXAMINER*

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 PROPOSAL SUBMISSION:

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope to the following address:

CALHOUN COUNTY BUILDING
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION
315 WEST GREEN STREET
MARSHALL, MI 49068

All proposals received shall be notated as such on the outside of the envelope:

PROPOSAL: *MEDICAL EXAMINER*

DUE DATE: *TUESDAY, NOVEMBER 5, 2013; 3:00 PM (LOCAL TIME)*

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two nonapplicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

REGISTRATION NUMBER: _____

1.3.2 A PARTNERSHIP doing business under the firm name of:

All of the members of which are as follows:

NAME _____ ADDRESS _____

REGISTRATION NUMBER: _____

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of _____

REGISTRATION NUMBER: _____

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 500,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be ***Additional Insureds:*** The Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

- 1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068).
- 1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

- 1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.11.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
- 1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.

1.11.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

1.12 DISCLOSURE

1.12.1 All information in proposals received is subject to disclosure under the provisions of MCL 15.231 et seq, known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.12.2 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

1.15 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP), all documents necessary to the successful execution of the contract.

1.15.1 The contract will be awarded to the most responsible bidder whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.

1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.

1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.

1.15.4 The County reserves the right to reissue the request for proposal.

1.15.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.17 INDEPENDENT CONTRACTOR

1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee

or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.19 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.20 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.22 LENGTH OF CONTRACT

The term of the contract shall be for a *four (4) year* period, commencing *January 1, 2013* and terminating on *December 31, 2017*. The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

1.23 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby.

Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.24 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF PROPOSALS

- 2.1.1 One original and *seven (7)* copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled “Original” and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.
- 2.1.2 To be considered, bidders must submit a complete response to this RFP. No other distribution of RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF PROPOSALS

- 2.2.1 The proposal shall be legibly prepared in either ink or typed.
- 2.2.2 Should the bidder find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.
- 2.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right

of withdrawal after due time and date. The contents of this RFP and the bidder's proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.4 INQUIRIES

- 2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or an addendum to the RFP if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.
- 2.4.2 Questions that arise as a result of this RFP must be submitted in writing to the issuing office via E-MAIL/FAX by **TUESDAY, OCTOBER 22, 2013** . All questions and answers will be transmitted via E-MAIL/FAX to all potential bidders by **THURSDAY, OCTOBER 24, 2013**. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Calhoun County Administration Office
Purchasing Division
315 West Green Street
Marshall, Michigan 49068
Leslie R. Obrig, Purchasing Coordinator
FAX: (269) 781-0140 *(when email not available)*
E-MAIL: lobrig@calhouncountymi.gov

2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

2.6 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered. The prevailing clock shall be www.time.gov.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED

2.7 ALTERNATE PROPOSALS

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

2.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SCOPE OF WORK

Calhoun County is seeking proposals for the provision of Medical Examiner professional services under the oversight of the Calhoun County Health Officer. The awarded bidder(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 4 years.

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.

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 a MEO by a properly licensed, certified and insured Medical Examiner, Medical Examiner Investigators sufficient in numbers to 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.

3.2 SCOPE OF WORK REQUIREMENTS

The most responsible proposals in response to RFP#119-13 should include the following requirements. The County reserves the right to award one or more bids to those most qualified and responsive within each of the following requirements:

- 3.2.1 Must be licensed to practice medicine in the State of Michigan.
- 3.2.2 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.
- 3.2.3 An expert witness in the field of Forensic Pathology with documented testimony

experience of at least 4 instances within the past 2 years.

- 3.2.4 Employed as a Forensic Pathologist within the past 2 years and performed a minimum of 8 death investigations within this 2-year period, in which “homicide” was the cause of death for at least 2 of the 8 decedents.
- 3.2.5 All postmortem examinations and death certifications must be completed by the Calhoun County ME.
- 3.2.6 When the ME 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 ME duties when unavailable.

3.3 SCOPE OF SERVICES

- 3.3.1 All services required of the ME 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.
- 3.3.2 The ME must engage the professional services of a sufficient number of Medical Examiner Investigators (MEIs) to respond to death scenes to conduct investigations in a timely manner and work in accordance with other professionals at death scenes.
 - 3.3.2.1 The MEIs should respond to the death scene within one hour of being contacted by the Medical Examiner's Answering Service at least 95% of the deaths reported.
 - 3.3.2.2 The MEIs should conduct their investigations based on national death investigation guidelines.
 - 3.3.2.3 The MEIs should conduct themselves in a professional manner and should be professional in appearance when at death scenes.
- 3.3.3 The Medical Examiner's Office (MEO) must provide necessary communications and be available to respond to the inquiries of attorneys, law enforcement agencies, funeral directors, health care institutions, and involved citizens and families regarding particular death investigations and general procedures.
- 3.3.4 The MEO must conduct postmortem examinations of all bodies pursuant to the requirements of the State of Michigan and according to professional standards established by the National Association of Medical Examiners (NAME).
(Ref: <https://netforum.avectra.com/temp/ClientImages/NAME/eedd6c85d-5871-4dal-aef3-abfc9bb80b92.pdf>)

- 3.3.5 The ME must be available for consultation and provide testimony in criminal prosecutions to the Prosecuting Attorney of Calhoun County for deaths investigated by the ME.
- 3.3.6 The MEO must perform at least 95% of autopsies within 24 hours of removal of the decedent from the death scene, with the exception of Sundays and holidays.
- 3.3.7 The MEO must have available professionals/consultants to provide all necessary forensic toxicology, anthropology, odontology, biology, neuropathology, entomology, as well as other required specialties, as needed, to investigate deaths reported. Use of the consultants should be based upon standards and accreditation requirements established by NAME. A complete list of consultants used should be provided.
- 3.3.8 The MEO will provide all transportation from the death scene to the central temporary refrigerated storage facility located in Calhoun County. In addition, MEO will provide transportation from this temporary location to the autopsy location.
- 3.3.9 The MEO will purchase body bags, tags, and personal protective equipment for use by the MEIs.
- 3.3.10 Attendance at Child Death Review meetings is required. Attendance at Fetal Infant Mortality Review meetings is required, as needed.
- 3.3.11 At a minimum, the MEO should provide written policies regarding:
 - 3.3.11.1 Case notification, acceptance and investigation
 - 3.3.11.2 Which deaths require investigation
 - 3.3.11.3 Investigation procedures
 - 3.3.11.4 Safety and security at death scenes
 - 3.3.11.5 Body transportation and handling
 - 3.3.11.6 Postmortem examination procedures
 - 3.3.11.7 Toxicology procedures
 - 3.3.11.8 Media contact and release of information
 - 3.3.11.9 Organ and tissue donation
 - 3.3.10.10 Quality assurance and performance improvement

3.4 CONTINGENCY PLAN

The most responsive proposal shall include a contingency plan for conducting ME duties when not available. All personnel taking the place of the ME must be:

- 3.4.1 Licensed to practice medicine in the State of Michigan.

3.4.2 Board certified or eligible to take examination in Forensic Pathology by the American Board of Pathology.

3.4.3 Must maintain the same insurance requirements as the ME.

3.5 FACILITY REQUIREMENTS

3.5.1 The autopsy facility should have a body receiving and handling area that is sequestered from the public view.

3.5.2 The refrigerated storage space should be sufficient to accommodate the number of bodies and their handling during usual and peak loads.

3.5.3 The autopsy facility should have access to radiographic (X-ray) equipment and the quality of the radiographs should be commensurate with the need.

3.5.4 All facilities and all work areas must be clean, structurally sound, and well maintained and all public access areas comfortable, clean, and free from odor.

3.5.5 The facility should have an after-hour locked storage area or depository available for evidentiary material.

3.6 REPORTS AND RECORDS

3.6.1 The MEO should maintain a record on every death reported to the office, whether or not jurisdiction is accepted.

3.6.2 The MEI report of the death should be available to the ME before the beginning of the postmortem examination or certification of the death.

3.6.3 The MEO must maintain a computerized information management system with an appropriate system security in place to prevent intrusion, unauthorized release of information, or unauthorized addition, deletion, or alteration of data.

3.6.4 95% of the final postmortem examination reports must be available within two months from the date of autopsy in homicide cases and within three months from the time of autopsy for all other cases. (The timing for reports is based on standards established by NAME.) (Ref. http://www.mtf.org/pdf/name_standards_2006.pdf)

3.6.5 The record storage space must be secure with controlled access to ensure the integrity of the reports.

3.6.6 The MEO should create an annual report to be delivered to the Calhoun County Board of Commissioners and the Calhoun County Board of Health.

3.7 PROPOSAL CONTENT

- 3.7.1 Resume indicating experience and qualifications in forensic pathology and the length of time served. For nstance where multiple employees are included in providing the ME services, provide resumes for all employees.
- 3.7.2 Proof of State of Michigan license to practice medicine.
- 3.7.3 Copy of American Board of Pathology certificate of qualification to practice Forensic Pathology.
- 3.7.4 Provide proof of insurance, as requested in Sec. 1.8.
- 3.7.5 Provide a detailed description of your experience as an expert witness. (*Ref. Sec. 3.2.3*).
- 3.7.6 Detailed description of the proposed MEO, including location and staffing plan.
- 3.7.7 Detailed description of all facilities, function, and location.
- 3.7.8 Describe in detail the proposed contingency plan, as requested in Sec. 3.4.
- 3.7.9 Detailed description of transportation of the decedent from death scene to the temporary refrigerated storage facility centrally located in Calhoun County and transportation from temporary storage facility located in Calhoun County. Details should range from field to autopsy, including temporary storage. | |
- 3.7.10 Detailed description of the storage of decedent. Include any temporary storage and facility, in addition to permanent storage facility.
- 3.7.11 Complete list of consultants to be utilized in the course of forensic pathology services (*ref. Sec. 3.3.7*).
- 3.7.12 Describe in depth the computer information management system to be utilized in maintaining records and generating reports, pursuant to Sec. 3.5.1 “Records and Reporting”. Detail the system’s security which will insure confidentiality of records and reporting.

3.8 PAYMENT SCHEDULE

- 3.8.1 The annual fee must be offered for 4 years (2014, 2015, 2016, and 2017) and should include a breakdown of fees in accordance with the following:
 - 3.8.1.1 Medical Examiner Investigation (investigation fee, mileage, transcription, miscellaneous fees).
 - 3.8.1.2 Transportation from the death scene to the central temporary refrigerated storage facility located in Calhoun County, and transportation from

- temporary storage location to the autopsy location.
- 3.8.1.3 Review and authorization of cremation permits.
- 3.8.1.4 Review of deaths reported not requiring autopsies; death certificates produced and delivered to funeral director within limits required by law.
- 3.8.1.5 Forensic autopsy, including neuropathology, toxicology, anthropology, entomology, odontology, and any other consultant or specialized tests required, based upon national standards of practice.
- 3.8.1.6 Administration of the ME office and records, including all standard office supplies and equipment.
- 3.8.1.7 Equipment required for standard death investigations, such as body bags, tags, and personal protective equipment for investigators.
- 3.8.1.8 Attendance at Fetal Infant Mortality Review and Child Death Review meetings, at court proceedings in Calhoun County(except for mileage for court appearances), meetings with families and other interested parties.

3.9 PROPOSAL EVALUATION CRITERIA

3.9.1 Experience

3.9.2 Qualifications

3.9.3 Location

3.9.4 Price

3.10 ATTACHMENTS

3.10.1 State of Michigan County Medical Examiners, Act 181 of 1953 (*information only*).

3.10.2 Attachment A, *Non-Collusion Affidavit*

3.10.3 Attachment B, *Certificate of Authorization for Contract Execution*

3.10.4 Attachments C, D, E, F - *Proposal Summary Costs*

3.11 RESPONSE TO RFP

Proposal packets must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP. Bidders are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: _____

BY: _____
(signature)

NAME: _____
(type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

| | | | *****

I, _____, certify that I am the _____ of
(Official Corporate Title)

the corporation named contractor herein: that _____ who signed the
foregoing proposal on behalf of said corporation was then _____ of said
corporation; that said proposal was duly signed for on behalf of said corporation by authority of
its governing body and is within the scope of its corporate powers.

| SIGNED: _____
TITLE: _____
FIRM: _____
DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

| | | | *****

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