




COUNTY COORDINATOR'S OFFICE

Susan M. Vander Pol, County Coordinator
Jody Waurzyniak, Executive Assistant

301 West Upton Avenue
Reed City MI 49677
(231) 832-6196; (231) 832-6197 FAX
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svanderpol@osceola-county.org
oscadmin2@osceolacountymi.com (Jody)

DATE: March 22, 2018
TO: Medical Examiner Services Providers
FROM: Susan M. Vander Pol 
RE: Medical Examiner Services Proposals

Attached please find a proposal for Medical Examiner services for your consideration. If you are not the party who has the ability to provide a proposal, please forward this on the appropriate party for their consideration.

We thank you in advance for any interest you may have in providing services to Osceola County. If you have questions, please contact myself or our Emergency Medical Services Director, Jeremy Beebe at 231-832-6152 ext. 4.

Thank you.

Osceola County

REQUEST FOR PROPOSAL (RFP)

FOR MEDICAL EXAMINER SERVICES

Osceola County is soliciting proposals from interested, qualified, and experienced vendors to provide Medical Examiner Services as described within the Scope of Services. The award will be for a seven (7) months period (July 1, 2018 through January 31, 2019) with a renewal option for a four (4) year contract (February 1, 2019 through January 31, 2023.) These terms run concurrently with the four year appointment terms for Medical Examiners.

A Request for Proposal differs from a Request for Bid in that the County is seeking a solution as described herein, not a bid meeting firm specifications for the lowest price. As a result, the lowest price proposal does not guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria determined to be the most critical features of service including qualifications, experience and timeliness which could be overriding factors, and price may not be determinative in the issuance of contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendors' approach meets the desired requirements.

To ensure fair consideration for all interested vendors, the County requests that all questions/communications regarding this proposal be directed at the County Coordinator, Susan Vander Pol, at (231)832-6196 or svanderpol@osceola-county.org, or EMS Director, Jeremy Beebe, at (231)832-6152 ext. 4 or jbeebe@oc-ems.com. Any questions answered by other County employees are considered unofficial.

Sealed Proposals: Proposals must conform to the requirements set forth in this RFP. Proposals not conforming to these requirements may be rejected as non-responsive.

Proposals must be sealed and must be clearly marked on the outside of the sealed envelopes with "Proposal for Medical Examiner Services". Perspective vendors will deliver two copies (2), the original and one (1) copy to the following address:

Susan Vander Pol
Osceola County Coordinator's Office
301 West Upton Ave
Reed City, MI 49677

Due Date: April 30, 2018 at 2:00 p.m.

Reservation of Rights/Withdrawal of Proposal: Osceola County reserves the right to reject any and all submissions, to award the contract to other than the low proposal, to negotiate the terms and conditions of all and any part of the proposals, to waive any technicalities, irregularities, and/or formalities, and in general, to make award in the manner as determined to be in the best interest of the County.

No submitted proposal may be withdrawn for a period of sixty (60) days from the date set for the opening.

Nondiscrimination: The Contractor, its contractors and subcontractors, as required by law, shall not discriminate against a person to be served or any 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs. Breach of this Section shall be regarded as a material breach of the contract.

Term and Termination of Contract: The award will be for an initial seven (7) months contract with a renewal option of a four (4) years contract. The Contractor shall not assign the contract or any part thereof to any person, firm, corporation or company unless such assignment is approved in writing by the Osceola County Board of Commissioners.

The County reserves the right to terminate this contract at any time with a minimum sixty (60) days written notice to the Contractor in the event that the services of the Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in the executed contract.

Insurance Requirements: The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Osceola County. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and Self-Insured Retentions are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage, and shall provide Osceola County with evidence that such coverage is in force:

- A. Workers Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Any Contractor who claims Workers Compensation Exclusion is required to have a Notice of Exclusion from the Michigan Department of Energy, Labor and Economic Growth and Workers Compensation Agency on file.
- B. General Liability Insurance on a "Claims Made Basis" with limits of liability of not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage, The General Liability Insurance shall include coverage for contractual liability, products and completed operations, independent contractor's coverage, and broad form general liability endorsement or equivalent.
- C. Motor Vehicle Liability including Michigan No-Fault Coverages, with limits on liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Professional Liability (Medical Malpractice) Insurance with limits of liability of not less than \$1,000,000 per occurrence for the professional activities carried out pursuant to the terms of the agreement. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of the contract.
- E. Additional Insured: General Liability and Motor Vehicle Liability insurance shall include an endorsement which adds the County of Osceola as an additional insured stating the following shall be Additional Insureds:

Osceola County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Osceola County as additional insured, coverage afforded is considered to be primary and any other insurance the Member may have in effect shall be considered secondary and/or excess.

Cancellation Notice: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Susan Vander Pol, Osceola County Coordinator, 301 West Upton Avenue, Reed City, Michigan, 49677.

- F. Contractor shall, upon being awarded the contract, provide the County with certificates of insurance showing its possession of the insurances required.

Provider Qualifications: To be considered for award of this contract, the Provider must meet the following minimum requirements:

- A. Provide an overview of the services proposed.
- B. A complete disclosure and qualifications, including the Curriculum Vitae, of all individuals who will be proposed Medical Examiner and Deputy Medical Examiner(s) assigned to Osceola County.
- C. The proposer must certify that all individuals utilized for Medical Examiner services are licensed to practice in the State of Michigan.
- D. Include what format case records will be maintained in and what format they will be returned.
- E. A written or electronic copy of the policies and procedures of your office.
- F. Pricing proposed which must be submitted on the enclosed proposal submission form.
- G. Proposal includes any exceptions to the services requested.
- H. The Provider must be able to meet all insurance requirements as outlined in this RFP.
- I. The Provider, at the time of award and throughout the contract term, must not be on the Office of Inspector General's list (website) or the Debarred Suspended list (website).

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

- A. 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.
- B. The arrangement and/or provision of all necessary forensic pathology services. Osceola County is part of the West Michigan Forensic Pathology Services Authority with a morgue located in Big Rapids, Michigan. Consideration should be given by the vendor to utilize this morgue for autopsies whenever possible.
- C. 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 staff, and involved citizens and families regarding particular death investigations and general procedures.
- D. Provide necessary information to and participate in death reviews, including representation in Child Death Review Team meetings.
- E. Make recommendations for appointment as needed, validate the qualifications, assure the special and continuing education, and direct the official activities of all persons providing professional services to the County's Medical Examiner Department. The Osceola County Board of Commissioners must approve the Medical Examiner and Deputy Medical Examiners designated by the Contractor and the County.
- F. Ensure postmortem examinations are performed 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.

G. Contractor shall engage the services of a sufficient number of medical examiner investigators to respond to death scenes to conduct investigations in a timely manner. Medical examiner investigators who are employees of Osceola County, will be compensated directly by Osceola County.

H. 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 in a timely manner. Contractor shall keep a record of all cremation permits issued, and forward the information to the County on a monthly basis for billing purposes.

I. 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 on deaths occurring within Osceola County.

J. 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.

K. Final autopsy reports will be available to the County within sixty (60) 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.

L. Medical Examiner Administrative Services shall be provided by vendor. All files and documents will remain the property of Osceola County and upon termination of services will be returned to Osceola County. The contractor may keep copies of any necessary records for their files.

The County will provide a local Medical Examiner Administrator to assist the Contractor with performing the County Medical Examiner duties and responsibilities required under this agreement. The County will make available office space and equipment necessary to support the Administrator and storage for the filing of county medical examiner records.

Compensation: The County shall compensate the Contractor for services performed under this Agreement as follows:

A. Per the compensation agreed upon.

B. The Contractor shall invoice the County on a monthly basis. The invoices shall be sent to:

Osceola County EMS
306 North Patterson Road
Reed City, MI 49677

C. The County shall reimburse the Contractor for services billed in accordance to the agreed upon pricing.

D. Osceola County employed Medical examiner investigator fees and body transportation fees are to be paid by the County under separate arrangements. Osceola County will provide necessary equipment for Medical examiner investigators employed with Osceola County.

E. Osceola County shall retain billing for cremation permit fees.

Award: The County will award the contract to the most responsive, responsible contractor having proven experience as described herein. The County reserves the right to award this contract not necessarily to the contractor with the lowest price, but to the contractor that demonstrates the best ability to fulfill the requirements. The evaluation and award of this proposal shall be rated on the following (not in any relevant order):

- Qualifications of staff proposed
- Reputation and experience based on references
- Proposed fees
- Attention to the requests and requirements as stated in this RFP
- Previous experience with the County, if applicable

The recommendation for a selection will be made to the Osceola County Board of Commissioners. Final approval will be granted by the Board of Commissioners. Award of the contract to one contractor does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to Osceola County.

The County may make a determination that the rejection of all proposals is in the best interest of Osceola County. The successful contractor shall commence work only after the transmittal of a fully executed contract. The successful contractor will perform all services indicated in the request for proposal and in compliance with the negotiated contract. The contents of the RFP and the vendor's response will become contractual obligations if a contract ensues. Failure of the successful contractor to accept these obligations may result in cancellation of the award.

**PROPOSAL SUBMISSION FORM
MEDICAL EXAMINER SERVICES
FOR OSCEOLA COUNTY**

The following proposal is submitted to Osceola County to provide Medical Examiner Services as described within the Scope of Services. The award will be for a for a seven (7) months period (July 1, 2018 through January 31, 2019) with a renewal option for a four (4) year contract (February 1, 2019 through January 31, 2023.) No vendor may withdraw a proposal within sixty (60) days of the proposal due date. Osceola County reserves the right to accept or reject any or all proposals, in whole or in part, and to waive irregularities in any proposal in the interest of the County. Please make sure proposal submission is clear and writing is legible.

NOTE: Osceola County shall retain billing for cremation permits.

The vendor has reviewed the specification sheets included in this proposal and submits the following:

Annual Medical Examiner Fee to include all services as described in the Scope of Services and required by the laws of the State of Michigan:

Annual Administration Fee to include review ,authorization and issuing of cremation permits, death certificates, administration of records, meetings/communications with families and other interested parties, other duties as assigned by Medical Examiner:

Autopsy Fees including toxicology and any consultations on a per case basis:

Body Transport Services on an as-needed basis:

Vendor willing to discuss utilizing Osceola County staff for Medical Examiner Administration in lieu of Administration fee? YES NO

Annual increases, if any, will be based on what criteria?

As a separate option, please provide individually the annual rate to assume all medical examiner services including:

MEI \$ _____

ME Administrative Services \$ _____

Transportation \$ _____

Company Name: _____

Contact Person: _____

Address: _____

Telephone: _____ Email Address: _____

Authorized Signature: _____ Date: _____