



Livingston County Procurement
304 East Grand River Ave., Suite 204
Howell, MI 48843
517-540-8740

**Request for Proposals
RFP-LC-24-12
Medical Examiner Services
Proposals Due: May 17, 2024 by 2:00 p.m. local time**

Bid Summary

Commodity/Service Being Requested: Medical Examiner Services

Type of Solicitation: Request for Proposals (RFP) – Livingston County is requesting bids for medical examiner services. A 'Request for Proposal' differs from a 'Request for Bid/Quotation' in that the County is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As a result, the lowest price proposal does not guarantee an award recommendation.

Resulting Contract Term: Livingston County will use the results of this process to award a five-year contract continuing at the discretion of the county based on satisfactory performance.

Calendar of Events – Timetable	
Release of RFP:	April 19, 2024
Due Date for Receipt of Questions:	April 26, 2024
Questions and Answers Posted:	April 30, 2024
Proposals Due by (2:00 p.m./ EST) *:	May 17, 2024
Master Agreement Award Date:	July 22, 2024

***Any response received later than the specified deadline will be disqualified.**

RFP Access: Livingston County officially distributes proposal documents online at <https://www.livgov.com/fiscal-services/Procurement/Pages/bid-q-and-a-comment.aspx> or BidNet via Michigan Inter-governmental Trade Network (MITN) <https://www.bidnetdirect.com/mitn> sites. It will be the bidder's responsibility to monitor for any addendums or amendments to this solicitation.

Communications and Contacts with Livingston County Personnel: All contact with Livingston County regarding this RFP or any matter relating thereto must be sent in writing via e-mail to: saites@macservcorp.com. To ensure fair consideration for all interested vendors, the County prohibits communications to or with any employee at the departmental level during the submission and evaluation period.

Table of Contents

Section 1.0: Scope of Work 3

1.1 Background Information 3

1.2 Scope of Work 3

1.3 Autopsy Reports and Death Certificates 3

1.4 Case Records 4

1.5 Compensation 4

1.6 Medical Examiner Assistant and Office 5

1.7 Warranty Regarding Health Care Fraud 5

1.8 Confidentiality 5

1.9 Licensure Requirements 5

Section 2.0: Bidder Information and Acceptance 6

2.1 Company Profile 7

2.2 References 8

2.3 Certificate of Compliance with Public Act of 517 of 2012 9

2.4 Proposal Submission Checklist 10

Section 3.0: Bidding, Evaluation, Selection, & Award Process 11

3.1 Livingston County Responsibility 11

3.2 Truth and Accuracy of Representations 11

3.3 Proposers Questions 11

3.4 Preparation of the Proposal 11

3.5 Bid Submission Deadline 12

3.6 Adherence to Mandatory Requirements (Pass/Fail) 12

3.7 Evaluation Process 12

3.8 Evaluation Criteria and Award 12

3.9 Vendor Demonstrations/Interviews 13

3.10 Optional Tools to Enhance Evaluation Process 13

3.11 Livingston County Option to Reject Proposals 13

3.12 Freedom of Information Act 14

3.13 Contacts with Livingston County Personnel 14

3.14 Final Agreement Award Determination 14

3.15 Changes and Addenda to Proposal Documents 14

3.16 Reservation of Rights 14

3.17 Withdrawal of Proposal 15

3.18 Cancellation 15

Section 4.0: General Terms & Conditions 16

4.1 Gifts/Gratuities 16

4.2 Interest of Contractor and County 16

4.3 Insurance Requirements 16

4.4 Indemnification and Hold Harmless 17

4.5 Taxes & Payment Terms 18

4.6 Equal Employment Opportunity 18

4.7 Nondiscrimination 18

4.8 Governing Law and Venue 18

4.9 Compliance with Laws and Regulations 18

4.10 Advertising 19

4.11 Subcontracting or Assignment of Contract or Contract Funds 19

Section 1.0: Scope of Work

1.1 Background Information

Livingston County is currently under contract with the Edward W. Sparrow Hospital Association Pathology for Medical Examiner Services. The contract will expire on December 31, 2024. As it is the County's intention to continue to contract for Medical Examiner services, we are accepting proposals from potential vendors. The award will be for a five-year contract continuing at the discretion of the county based on satisfactory performance.

1.2 Scope of Work

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 provision of all necessary forensic pathology services.
- 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 staffs, and involved citizens and families regarding particular death investigations and general procedures.
- D. Provide necessary information to and participate in death reviews, including participation 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 (deputy medical examiners, forensic pathologists, medical examiners investigators, et.al.) providing professional services to the County's Medical Examiner's Office. The Livingston County Board of Commissioners must approve the Medical Examiner and the Deputy Medical Examiners designated by the Contractor and the County.
- F. Conduct 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.
- G. 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 Livingston County.

1.3 Autopsy Reports and Death Certificates

The contractor shall ensure that:

- A. Autopsies will be conducted within twenty-four (24) hours of the County's request.
- B. 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.
- C. Preliminary autopsy findings will be made electronically available to the Livingston County Medical Examiners Coordinator and related public safety officers no later than 9 a.m. on the day following the autopsy.
- D. 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.
- E. Final autopsy reports will be available in the County Medical Examiner's Office, 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.

In 2023, the number of autopsies that were performed by the Livingston County Medical Examiner are as follows: 66 Full, 10 Limited, and 12 External. The total number of calls for services was 357.

1.4 Case Records

The Contractor shall ensure that medical examiner case records originating during the term of this Agreement shall be maintained in its offices in professional acceptable content and format. The County shall have the sole and exclusive right to all records pertaining to the services rendered by the Contractor pursuant to this Agreement. The Contractor shall have use of appropriate records when such access is required for the performance of the services to be provided under this Agreement and for any of its quality, compliance or any other reviews as the Contractor deems necessary.

Upon the completion or termination of this Agreement, all records pertaining to services provided hereunder in the Contractor's possession shall be turned over to the County; provided, however that Contractor shall have access to the records upon its written reasonable request. The Livingston County Medical Examiner Coordinator shall have rights to any and all records and software programs relating to Livingston County records. As required by the County Administrator, in order to improve the facilitation and coordination of the Medical Examiner's Investigators, the Director of the Livingston County EMS, also acting as the Medical Examiner Coordinator, shall be provided access to all Livingston County reports and documents. It is further understood that material or documents shall be used only for internal matters and no materials or documents shall be released outside of the department.

Note: Livingston County shall define during contract negotiations what format case records will be maintained in and what format the case records will be returned to the County throughout the duration of the contract and upon contract expiration.

1.5 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 for the autopsies and examinations on a monthly basis. The invoices shall be sent to:
Livingston County Medical Examiner Coordinator
1911 Tooley Road
Howell, Michigan 48855
- C. The County shall reimburse the Contractor for services billed in accordance with the agreed upon pricing.
- D. Medical examiner investigator fees and body transportation fees are to be paid by the County under separate arrangements. Contractor is not responsible for chief medical examiner investigator, medical examiner investigator and body transportation fees.
- E. Livingston County shall retain billing for cremation permits.
- F. For the first year of the contract, the County estimates up to 175 autopsies will be required (partial and external autopsies are counted at 0.5). The County reserves the right to increase

the number of autopsies proportionately to price increases proposed by the bidder (i.e., if the contract increases by 3% for the following year, then the number of autopsies increases to 180, etc).

1.6 Medical Examiner Assistant and Office

The County's Medical Examiner Coordinator shall provide the Contractor with assistance in performing the County Medical Examiner duties and responsibilities required under this Agreement. The County shall also make available a centrally located office space designated as that of Livingston County Medical Examiner Office with suitable space for necessary clerical support and communications equipment and filing of medical examiner records.

1.7 Warranty Regarding Health Care Fraud

The County represents and warrants that as of the Effective Date hereof, the County:

- Has not been listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; and
- Has not been convicted of any crime related to defrauding any health care benefit program.

The County further agrees to notify the Contractor, in writing, immediately if the County is listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs or if the County is convicted of any crime related to defrauding any health care benefit program.

1.8 Confidentiality

- A. The County acknowledges that any and all information related to (1) the Contractor's services hereunder, including, but not limited to, individually identifiable health information as defined by the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and (2) the conduct by the Contractor of providing health care, is strictly confidential and constitutes the exclusive property of the Contractor, and that the use or disclosure of such matters, other than pursuant to the terms of this Agreement, shall be contrary to the best interests of the Contractor and shall cause harm and damage to the Contractor and its medical practice. In furtherance and on account thereof, the County covenants and agrees (i) to comply with state and federal laws regarding confidentiality of individually identifiable health information, including, but not limited to, HIPAA and (ii) to comply with all of the Contractor's policies and procedures pertaining to use and disclosure of individually identifiable health information or proprietary business information.
- B. The confidentiality restrictions set forth in subparagraph A of this paragraph shall not apply to information which: (i) generally becomes available to the public through no act of the County in breach of this Agreement; (ii) was in the possession of, or available to the County on a non-confidential basis prior to its disclosure; or (iii) is independently developed by the County.

1.9 Licensure Requirements

The Contractor shall at all times while this Agreement remains in effect meet all Federal, State and local license and/or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate automatic termination of this Agreement.

Section 2.0: Bidder Information and Acceptance

1. The undersigned declares that the Bid Documents, including, without limitation, any RFP Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP-LC-24-12: Medical Examiner Services.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid and that each Bidder who is awarded a contract shall be, in fact, a Prime Contractor, not a subcontractor, and agrees that its Bid, if accepted by Livingston County, will be the basis for the Bidder to enter into a contract with Livingston County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the terms, conditions, certifications, and requirements listed in Section 2.
6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against Livingston County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the Livingston County shall hold Livingston County, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Livingston County, prior to award, and shall include an insurance certificate and additional insured certificate, naming Livingston County, which meets the minimum insurance requirements, as stated in the terms and conditions.

2.1 Company Profile

Official Name of Bidder:		Type of Entity/Organization (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other: _____	
Street Address:			
City:			
State:	Zip Code:		
Website:			
Primary Contact Name:			
Primary Contact Phone Number			
Primary Contact Email Address:		Dun & Bradstreet (D&B) Number (if applicable):	
Federal Tax ID Number:			
Has your company ever been debarred by the Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>			
Has your company ever been debarred by State Governments? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>			
Brief history of your company, including the year it was established:			
The individual below is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for a period of at least 90 days.			
Signature:			
Name and Title of Signer:			
Date:			

***Please include a current W-9 and evidence of insurance coverage as outlined in Section 4.3: Insurance Requirements.**

2.2 References

List at least three references, preferably from individuals or organizations where services similar to those requested in this RFP were provided.

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Contact Email:	
Description of Services:	
Annual Caseload/Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Contact Email:	
Description of Services:	
Annual Caseload/Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Contact Email:	
Description of Services:	
Annual Caseload/Volume:	

2.3 Certificate of Compliance with Public Act of 517 of 2012

I certify that neither _____(Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, are an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded Contract as a result of this Invitation to Proposal, Company will not become an “Iran linked business” during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Name of Company:
By:
Title:
Date:

Notary
State of _____
County of _____
Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 20 _____.
Notary Public _____
My commission expires:

2.4 Proposal Submission Checklist

To enable consistent Proposal evaluation, the following Proposal Contents/Format has been developed.

FAILURE TO SUBMIT THE REQUESTED DOCUMENTS COULD RESULT IN DETERMINING THE SUBMISSION AS NON-RESPONSIVE AND REJECTED.

Complete?	Item Description
	Section 1 – Bidder Responses: Bidders may provide narrative responses/information to address any Scope of Work components.
	Section 2.1 – Company Profile
	Section 2.2 - References
	Section 2.3 – Certificate of Compliance with Public Act 517 of 2012
	Section 2.4 – Proposal Submission Checklist
	Attachment A - Questionnaire
	Attachment B – Pricing (either Option 1 or Option 2)
	Addendum Signature Page (s) *(If applicable)

Submitted proposal contains all completed forms/certifications as listed above:

Authorized Signature:
Printed Name of Authorized Representative:
Title:
Date:

Section 3.0: Bidding, Evaluation, Selection, & Award Process

This section contains key project dates and activities as well as instructions to proposers on how to prepare and submit their proposal:

Calendar of Events – Timetable	
Release of RFP:	April 19, 2024
Due Date for Receipt of Questions:	April 26, 2024
Questions and Answers Posted:	April 30, 2024
Proposals Due by (2:00 p.m./ EST) *:	May 17, 2024
Master Agreement Award Date:	July 22, 2024

***Any response received later than the specified deadline will be disqualified.**

3.1 Livingston County Responsibility

Livingston County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Livingston County Administrator/Procurement Coordinator designee's sole judgment and his/her judgment shall be final.

3.3 Proposers Questions

Proposers may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by 12:00 pm EST (Eastern Standard Time) no later than April 26, 2024. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section and paragraph number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. Livingston County reserves the right to group similar questions when providing answers. Questions should be addressed to:

Email address: saites@macservcorp.com

Livingston County may modify the RFP at any time during the bid process. All changes to the RFP will be posted under the bid number and each posting officially revises the RFP.

3.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 90 days from the due date for responses to this RFP.

The Proposer will be responsible for completing and submitting the following sections of this RFP:

Section 1.0 – Bid Responses to Scope of Services and Pricing - The Bidder will provide the following required information in order to demonstrate that the bidder has the experience and knowledge needed to successfully complete the project.

Section 2.0 – Bidder Information and Acceptance – The Proposer will be required to complete the information in this section and provide required signatures and notarization.

3.5 Bid Submission Deadline

The deadline for bid receipt is: May 17, 2024, 2:00 PM EST (the "Due Date").

1. Submit your bid response no later than **2:00 p.m. on: May 17, 2024, as follows:**
 - A complete proposal submitted electronically to saites@macservcorp.com. Note: Hard copy submissions will not be accepted.
2. Include the following in the Subject line of the email: RFP-LC-24-12 – Medical Examiner Services.
3. Include company name, phone number, and address in the body of the email.

Livingston County has no obligation to consider any proposal that is not timely received.

No bid responses submitted via fax or hard copy will be accepted.

3.6 Adherence to Mandatory Requirements (Pass/Fail)

Livingston County Administrator or designee shall review the response and determine if the Proposer meets the minimum requirements as outlined in this RFP.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Livingston County may elect to waive any informality in a proposal if the sum and substance of the proposal are present.

3.7 Evaluation Process

All bids will be reviewed for compliance with the mandatory requirements stated within this RFP. Bids not meeting the mandatory requirements will be deemed non-responsive and eliminated from further consideration. Livingston County may elect to waive any informality in a proposal if the sum and substance of the proposal are present.

- A. Livingston County may contact the Proposer for clarification of the Proposer's Bid.
- B. Livingston County may use other sources of information to perform the evaluation.
- C. Livingston County may require the Proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFP. The Proposer(s) whose bid is most advantageous to the Livingston County, taking into consideration the evaluation factors, will be recommended for award approval.

After prospective suppliers have been selected, Livingston County and the prospective suppliers will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Livingston County may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal.

3.8 Evaluation Criteria and Award

The County will award the contract to the most responsive, responsible vendor(s) having proven experience as described herein. The County reserves the right to award this contract not necessarily to the vendor(s) with the lowest price but to the vendor(s) that demonstrates the best ability to fulfill the requirements. In addition, the County may deem it in its best interest to

award to one or more vendors. 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 of firm based on references
- Proposed fees
- Attention to the requests and requirements as stated in this RFP
- Previous experience with the County, if applicable

The price proposed shall be considered firm and cannot be altered after receipt per the terms of this proposal. The recommendation for a selection will be made to the Livingston County Board of Commissioners. Final approval will be granted by the Board of Commissioners.

The County may make a determination that the rejection of all proposals is in the best interest of Livingston County. Livingston County will not pay for any information herein requested, nor is it liable for any costs incurred by the vendor. The successful contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Livingston County. The successful vendor(s) will perform all services indicated in the request for proposal packet and in compliance with the negotiated contract.

The contents of this 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.

The final award, when made, will be awarded to the organization determined by the County of Livingston, at its discretion, to have submitted the best proposal, taking into consideration the proposer's qualifications, proposed program of services and the cost thereof.

3.9 Vendor Demonstrations/Interviews

The County will be reviewing the proposals and may select a limited number of firms/individuals with whom to schedule vendor demonstrations/oral interviews. If the Evaluation Committee determines that clarifying information is not required, the evaluation process is complete.

3.10 Optional Tools to Enhance Evaluation Process

Livingston County during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Livingston County:

- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit
- Best and Final Offer (BAFO)
- Negotiations

3.11 Livingston County Option to Reject Proposals

Livingston County may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFP. Livingston County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. Livingston County reserves the right to waive inconsequential disparities in a submitted proposal.

3.12 Freedom of Information Act

This contract and all information submitted to Livingston County by the Contractor and Proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Livingston County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFP, the Proposer shall be deemed to have agreed to indemnify and hold harmless Livingston County for any liability arising from or in connection with Livingston County's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

3.13 Contacts with Livingston County Personnel

All contact with Livingston County regarding this RFP or any matter relating thereto must be in e-mail to:

Email address: saites@macservcorp.com

If it is discovered that a Proposer contacted and received information regarding this solicitation from any Livingston County personnel other than the Procurement Contact, Livingston County, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Livingston County in writing will be binding with respect to this RFP.

3.14 Final Agreement Award Determination

Livingston County reserves the right to make one total award, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement, and the determination of which, if any, proposal best serves the interests of Livingston County.

3.15 Changes and Addenda to Proposal Documents

Each change or addendum issued in relation to this RFP will be online and on file in the Fiscal Services - Procurement Office. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the proposal document. No award will be made to any vendor who fails to submit the Addendum Signature Page(s), if applicable.

3.16 Reservation of Rights

The Livingston County Board of Commissioners reserves the right to reject any and all bids, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities and/or formalities, and in general to make award in the manner as determined to be in the Board's best interest and its sole discretion.

Livingston County reserves the right to modify this package at any time prior to the due date, or to extend the due date, or to cancel this request at any time. Livingston County further reserves the right to reject any and all proposals in whole or in part for good cause when in the best interests of the County. Livingston County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal.

3.17 Withdrawal of Proposal

Proposals may be withdrawn in person by a proposer, or authorized representative, provided their identity is made known and a receipt is signed for the RFP but only if the withdrawal is made prior to the stated Proposal deadline. No proposal may be withdrawn for at least 90 days after submission deadline except the successful company whose prices shall remain firm for the entire contract period. In case of error by the proposer in making up a proposal, the Procurement Coordinator may, by discretion, reject such a proposal upon presentation of a letter by the proposer which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

3.18 Cancellation

An IFB, a RFP, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the County in accordance with regulations.

Section 4.0: General Terms & Conditions

(Below includes, but is not limited to, general terms and conditions.)

4.1 Gifts/Gratuities

Elected Officials, Department Heads, and/or County Employees will not be offered or entitled to earn or receive personal gifts, gratuities, credits or other benefits of economic value by reason of their official business.

4.2 Interest of Contractor and County

The Contractor assures that they have no interests which would conflict with the performance of services required by the Contract. The Contractor also assures that, in the performance of the Contract, no officer, agents, employee of the County of Livingston, or member of its governing bodies, may participate in any decision relating to the Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply where specifically exempt under Michigan Law.

4.3 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 Livingston County. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:

Worker's Compensation Insurance: including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence and aggregate. 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, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.

Automobile Liability: insurance including Michigan No-Fault Coverages, with limits of 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.

Professional Liability: The contractor shall procure and maintain during the life of this contract, Professional Liability insurance (Medical Malpractice) in an amount not less than **\$1,000,000** per occurrence and aggregate. 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 3 years after the termination of this contract.

Additional Insured:

Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds**. Livingston County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded is considered to be primary and

any other insurance Livingston County may have in effect shall be considered secondary and/or excess.

Cancellation Notice:

All policies, as described above, shall include an endorsement stating that 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: Livingston County, ATTN: Fiscal Services - Procurement 304 E. Grand River Ave., Suite 204, Howell, MI 48843.

Proof of Insurance Coverage:

The Contractor shall provide Livingston County, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Livingston County at least ten (10) days prior to the expiration date

The required Certificate of Liability Insurance Certificate must be submitted to the Fiscal Services – Procurement Office upon a fully executed written agreement. The Insurance Certificate may be faxed or emailed to: **517.546.7266** or fs-procurement@livgov.com.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets Livingston County's specifications shall result in this proposal being completed incorrectly.

OTHER: Sole proprietors or partnerships shall provide proof of Worker's Compensation Insurance or Notice of Exclusion from Workers' Compensation as required by law.

Any company who claims Workers' Compensation Exclusion is required to have a **Notice of Exclusion from the Michigan Department of Licensing and Regulatory Affairs, and Workers' Compensation Agency** on file.

Below is the contact information necessary to request a Notice of Exclusion form (WC-337).
Michigan Department of Licensing and Regulatory Affairs
Workers' Compensation Agency
PO Box 30016
Lansing, MI 48909
(888) 396-5041

Once you have a WC-337 form on file with the State of Michigan, a copy may be faxed or emailed to: **517.546.7266** or fs-procurement@livgov.com.

4.4 Indemnification and Hold Harmless

The Contractor whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities:

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless Livingston County, its elected and appointed officers, employees and agents from all claims, damages

(including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence of the selected firm, its employees or agents or its subcontractors of sub-subcontractors, or any of their officers, employees or agents which may arise out of the contract.

The Contractor's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to Livingston County or its elected and appointed officers, employees, or agents by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this RFP and the contract entered into.

4.5 Taxes & Payment Terms

Livingston County is exempt from Federal Excise and State Sales Tax. The County's tax number is 38-6005819. Contractor is required to pay all applicable taxes lawfully assessed in connection with its performance of this Contract.

4.6 Equal Employment Opportunity

The Contractor and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relates 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. Breach of this covenant may be regarded as a material breach of the Contract.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

4.7 Nondiscrimination

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

4.8 Governing Law and Venue

The Contractor shall be governed by the laws of the State of Michigan. In the event any actions arising under the Contract are brought by or against the County of Livingston, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under the Contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

4.9 Compliance with Laws and Regulations

The Contractor shall render the services required by this RFP in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

4.10 Advertising

Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the County. The County shall not unreasonably withhold permission.

4.11 Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Procurement Coordinator. In no case; however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the County Procurement Coordinator. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

The contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of the contract, independent contractors and not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of the contract be entitled to any benefit to which county employees are entitled; including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

ATTACHMENT A Questionnaire

Vendor must complete in detail the following questionnaire of pertinent information concerning the Vendor's qualifications. Questionnaire must be returned with proposal response. Failure to do so may be considered just cause to reject proposal for failure to meet specification.

Please provide a response to each of the below inquires.

1. Provide an overview of the services proposed.
2. Provide a complete disclosure including the Curriculum Vitae of all individuals who will be performing autopsies.
3. Please detail the qualifications of the proposed Medical Examiner and Deputy Medical Examiner(s) to be assigned to the County.
4. Please certify that all proposed individuals utilized for these medical examiner services are licensed to practice in the State of Michigan and are board-certified in forensic pathology.
5. In the event of award, please describe any and all certifications (i.e., ABDMI) or similar accredited training opportunities which will be made available to Livingston County staff.
6. In the event the Medical Examiner Investigator is unavailable due to other cases, can your organization provide back-up? If so, please provide the estimated time of arrival upon notification?
7. Please detail the format in which case records will be maintained and include the format they will be provided.
8. Please provide an electronic copy of the written policies and procedures of your office.

**ATTACHMENT B – Option 1
Pricing Proposal**

Please complete either Option 1 or Option 2.

VENDOR NAME:

Medical Examiner Services Pricing Proposal – Option 1

NOTE: Livingston County shall retain billing for cremation permits.

<p>Administration fee to include:</p> <ol style="list-style-type: none"> 1. Review and authorization of cremation permits; 2. Review of deaths reported not requiring autopsies and death certificates produced and delivered to funeral director within limits required by law; 3. Administration of the office and records including all standard office supplies and equipment; 4. Attendance at Child Death Review Team meetings, at court proceedings, and meetings/communications with families and other interested parties; 5. All remaining miscellaneous administrative services. 	<p align="center">\$ _____ annually</p> <p align="center">Payable in 12 equal monthly payments for all autopsy services.</p>
<p>Complete autopsy to include:</p> <ul style="list-style-type: none"> • Toxicology (including reference laboratory toxicology), • Forensic anthropology consultations, • Forensic entomology consultations, • Forensic dentistry consultations, neuropathology consultations, and Cardiovascular pathology consultations. 	
<p>Limited autopsy to include:</p> <ul style="list-style-type: none"> • Toxicology (including reference laboratory toxicology), • Forensic anthropology consultations, • Forensic entomology consultations, • Forensic dentistry consultations, • Neuropathology consultations, and Cardiovascular pathology consultations. 	
<p>External examination to include:</p> <ul style="list-style-type: none"> • Toxicology (including reference laboratory toxicology), • Forensic anthropology consultations, • Forensic entomology consultations, • Forensic dentistry consultations, neuropathology consultations, and Cardiovascular pathology consultations. 	
<p>Body Transport Services on an as-needed basis</p>	
<p>Annual increases, if any, will be based on what criteria?</p>	

<p>As a separate option, please provide the annual rate to assume all medical examiner services including MEI and transportation</p>	<p align="center">\$ _____ (Payable in 12 equal monthly payments.)</p>
--	--

**ATTACHMENT B – Option 2
Pricing Proposal**

Please complete either Option 1 or Option 2.

VENDOR NAME:

Medical Examiner Services Pricing Proposal – Option 2

NOTE: Livingston County shall retain billing for cremation permits.

Please provide pricing on a per capita basis: Livingston County's capita shall be based upon the current Census for Livingston County: 196,757, July, 2023: (https://www.census.gov/quickfacts/table/PST045215/26093).	\$ _____ per person
Body Transport Services on an as needed basis	\$ _____ per trip
Annual increases, if any, will be based on what criteria?	
As a separate option, please provide the annual rate to assume all medical examiner services including MEI and transportation.	\$ _____ (Payable in 12 equal monthly payments.)