



RFQu 2024-04

Bay County Health Department
Forensic Pathologist

Bay County Finance Department
Purchasing Division
On behalf of
Bay County Health Department (BCHD)

JAMES BARCIA
BAY COUNTY EXECUTIVE

REQUEST FOR QUALIFICATIONS---THIS IS NOT AN OFFER

DATE OF REQUEST	APRIL 12, 2024
REFERENCE RFQ_u NUMBER	RFQ _u 2024-04
DEADLINE FOR VENDOR QUESTIONS	APRIL 19, 2024 5:00 PM
RESPONSES DUE FROM COUNTY	APRIL 26, 2024 5:00 PM
PROPOSED DATE/TIME REQUIRED	MAY 10, 2024 11:00 A.M.
SUBMIT QUALIFICATIONS TO:	BAY COUNTY FINANCE DEPT. PURCHASING DIVISION BAY COUNTY BUILDING 515 CENTER AVENUE 7 TH FLOOR BAY CITY, MI 48708-5128
MARK QUALIFICATION SUBMISSION:	“BCHD FORENSIC PATHOLOGIST – DELIVER TO THE FINANCE DEPARTMENT IMMEDIATELY”

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

QUALIFICATIONS:

1. Licensed to practice medicine in the State of Michigan, copies of submitters Medical License and Specialty Board Certification are a requirement for submission.
2. **REQUIRED** - Employed as a Forensic Pathologist within the past two years and performed a minimum of eight death investigations within this two-year period, in which “homicide” was the cause of death for at least two of the eight decedents. An expert witness in the field of forensic pathology with documented testimony experience of at least four instances within the past two years.
3. **PREFERRED** - A pathologist, granted by the American Board of Pathology, with board certification in forensic pathology, with a minimum of two years of forensic pathology work experience beyond forensic pathology residency/fellowship training.

SCOPE OF SERVICES:

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

[https://www.legislature.mi.gov/\(S\(ib4q0amjyjgv1v0he4xsea5f\)\)/documents/mcl/pdf/mcl-Act-181-of-1953.pdf](https://www.legislature.mi.gov/(S(ib4q0amjyjgv1v0he4xsea5f))/documents/mcl/pdf/mcl-Act-181-of-1953.pdf)

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

RESPONSE FORMAT:

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

Tab I – Transmittal Letter

Provide a transmittal letter indicating the individual or firm's understanding of the requirements of this specific job Qualification. The letter must be a brief formal letter (1-2 pages) that provides information regarding the individual or firm's interest in and ability to perform the requirements of this RFQu. A

person who is authorized to commit the firm's organization to perform the work included in the Qualification must sign the letter in ink and provide the original document in the submission packet labeled "Original". Copies of this document must be listed in all other submissions.

Tab II – Company Profile

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

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

Tab III – Agreement Approach

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

1. Proposed medical examiner office, location, and staffing plan.
2. All facilities, functions, and locations including standard operating procedures.
3. Experience as an expert witness.
4. Contingency plan in lieu of medical examiner absence (all personnel taking the place of the medical examiner will have similar qualifications, insurance and licensures as the medical examiner).
5. Transportation of the decedent from death scene to a centrally located temporary refrigerated storage facility.

6. Complete list of consultants to be utilized in the course of forensic pathology services.
7. Computer information management system to be used in maintaining medical records and generating reports and the system's security which will ensure confidentiality of medical records and reporting.
8. Proposed body transport plan.

Tab IV – Project Team Qualifications and Experiences

Responses will include a complete list of and resumes for all key personnel associated with the RFQu.

This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide medical and support services. For each person on the list, the following information will be included:

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

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

Tab V – References

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

1. Company/Agency name;
2. Contact person (name and title), contact person is to be someone directly involved with the services;
3. Email of contact person;
4. Complete street address;

5. E-mail address;
6. Telephone number;
7. Type of business; and
8. Dates of service.

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

Tab VI – Proposed Costs

Use this section to describe and itemize your annual fees (for years 2024, 2025 2026) for all medical examiner services over a three-year term of this agreement. Please include all fees including, but not limited to, administration, equipment fees, transportation, mileage based in the current IRS reimbursement rate and will be adjusted to match this rate during the term of the contract, investigation fees, transcription and detailed miscellaneous fees, review of cremation permits and death certificates, attendance at required meetings, body transport fees, and forensic autopsy costs. Please show the individual charge for each section, do not provide a lump sum cost.

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

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

Tab VII – Forms

Use this section to include the following required forms:

1. Bid Response Cover Sheet
2. Bidders Check List
3. Certificate (form is provided in the back of this RFQu)

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

Tab IX – Litigation

Proposers must identify any current, pending, or threatened litigation or legal action (criminal, misdemeanor, etc.) against them related to their business or related duties.

Please list and explain any litigation or legal action that has taken place in the past seven (7) years.

Tab X – Appendices

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

QUALIFICATIONS-BASED SELECTION (QBS) PROCESS TO BE USED

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

The QBS process to be used for this project involves several steps:

1. The Bay County Board of Commissioners identifies the general scope of the work.
2. A selection schedule is established.
3. Qualification documents are requested.
4. Qualification documents are evaluated.
5. A short list of proposers who receive a maximum of 80% potential points is prepared for further consideration; the top three proposer(s) may be interviewed and evaluated.
6. Interviews may be conducted.
7. Individuals are ranked for selection.
8. A contract is negotiated with the top ranked individual.
 - a. If an agreement cannot be reached, those negotiations are ended and negotiations are begun with the second ranked individual and so on down the line, until agreement is reached and an individual selected.
9. All individuals involved receive post-selection communications.

GENERAL INFORMATION:

1. **CHANGES TO RFQu:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Firms will not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes will not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued will become part of the Agreement documents. Change Forms will be sent to all known potential firms by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this RFQu, possible firms are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at purchasing@baycounty.net; failure to do so may limit your ability to submit a complete, competitive Qualification.

3. **RIGHT TO WITHDRAW BIDS:** By submitting a Qualification in response to this RFQu, Firm agrees to be bound by this RFQu's terms and conditions. Qualifications may be withdrawn by the Firm without penalty at any time before notification that the Firm's Qualification has been selected. However, if the Firm withdraws after selection of its Qualification but before executing the Contract for any reason ("Late Withdrawal"), Firm will pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Qualification ("Liquidated Damages"). The County and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Qualification would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Firm's payment of the Liquidated Damages will be Firm's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Firm's Qualification.
4. **RFQu, QUALIFICATIONS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFQu or receipt of Qualifications by the County or even notification of Qualification acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** The County is a tax-exempt entity. A tax-exempt form will be provided to the successful firm.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, the County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in the Qualifications may be subject to FOIA requests.
7. **INSURANCE:** The Firm will purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Firm's services related to this RFQu and any resultant contract, whether such service be by the Firm individually or by anyone directly or indirectly employed by Firm, or by anyone for whose acts Firm may be liable, including independent contractors. Insurance policies purchased and maintained will include, but are not limited to, the following:
 - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not

less than \$1,000,000 per occurrence. Coverage will include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Firm's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required will be in force until acceptance by the County of the entire completed work, and will be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, will be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

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

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

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
8. **NON-DISCRIMINATION:** In the performance of the Qualification and resultant contract, firm agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Firm will not discriminate against any employee or applicant for employment to be employed in the submission of this Qualification or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
9. **COST OF DEVELOPING QUALIFICATION:** The Firm will be responsible for all costs incurred in the development and submission of its Qualification.

10. **QUESTIONS:** All questions about this RFQu must be received by **April 19, 2024, 5:00 p.m.** in writing, via email, to:

Frances Moore
Purchasing Agent
purchasing@baycounty.net

Every attempt to answer your inquiries will be made, however Bay County reserves the right to not answer any questions received after the **April 19, 2024**, due date.

Responses to any inquiries will be issued in one (1) Addendum no later than April 26, 2024, and will be sent to all known firms.

Correspondence or inquiries made directly from firms regarding their Qualifications are to be directed to those County employees designated above for appropriate review and response. In addition, the person listed above will issue all valid responses and changes to this RFQu. Contact with other County staff or a Commissioner of the County Board could be reason for disqualification.

Any significant explanation desired by a firm regarding the meaning or interpretation of the Request for Qualifications must be requested with sufficient time allowed for a reply to reach all prospective firms to submit their qualifications. Any information given to a prospective firm concerning the Request for Qualification will be furnished to all prospective firms as an amendment or addendum to the Request for Qualification if such information would be of significance to uninformed firms. The County will make the sole determination as to the significance to uninformed firms.

11. **RESPONSIBILITY:** Firms are solely responsible for ensuring their bid is received by Bay County Purchasing in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Bay County Purchasing will not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of qualifications will be made to Bay County Purchasing, Bay County Building, 7th Floor, Bay City, MI 48708.

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

12. **QUALIFICATION DELIVERY:** Qualifications must be returned no later than **May 10, 2024 @ 11:00 A.M.** in a sealed envelope clearly marked "**Bay County Health Department Forensic Pathologist**". Please provide five (5) printed copies of the submission and one cost envelopment (include with the submission labeled "Original"). The submissions may be hand delivered or sent by mail to Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

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

13. **QUALIFICATION OPENING:** There will be a public Qualification opening immediately following the deadline to receive Qualifications in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All firms are invited to attend and hear the Qualifications read.
14. **QUALIFICATION REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all Qualifications, to waive any irregularities and to make the final determination as to the best low qualified Qualification.
15. **QUALIFICATION AWARD:** In the event the Qualification is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all firms of her intent to award the Qualification to the Firm providing the best value to the County.
16. **CONTRACT:** The County's award of any Qualification is subject to and conditioned upon execution of a formal agreement for products and services between the successful firm and the County. In submitting a Qualification, the firm acknowledges that the contents of the RFQu will become incorporated within any formal agreement. This RFQu does not include every term and provision which will be included in the formal agreement. In the event that the firm fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected firm, and proceed to accept another qualified Qualification, or reject all Qualifications.

A copy of a firm's suggested terms and conditions may be submitted with firm's qualifications, however, neither the County's acceptance of any Qualification nor award of any contract pursuant to this RFQu will be construed as any definitive acceptance by the County of firm's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFQu, and last, the firm's qualification.

17. **DISPUTES:** In the event a firm disagrees with the recommendation of the Bay County Finance Officer concerning this award, the firm may obtain a Bid Protest Form from the Purchasing Office. This form must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**

ADA ASSISTANCE:

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

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Ave. 4th Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
purchasing@baycounty.net

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

www.baycounty-mi.gov

Bid Response Cover Sheet
Bid #: 2024-04
Bay County Health Department
Forensic Pathologist

ALL BIDS MUST INCLUDE THIS COVER SHEET (OR THIS SHEET REPRODUCED ON LETTERHEAD) AS A COVER SHEET OR PAGE ONE (1) OF THE BID

TO: County of Bay
515 Center Ave, 7th Floor.
Bay City, MI 48708

FROM: _____

Company Name

an individual,

a corporation

(Please mark appropriate box),

Duly organized under the laws of the state of: _____

The undersigned, having carefully read and considered the Request for Qualifications (RFQu) for Bay County Health Department Forensic Pathologist does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached Submission, including, by reference here, the County's RFQu document. Submissions must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

BY: _____
(Signature of authorized representative)

(Please print name and title)

PRINCIPAL OFFICE ADDRESS:

Street Address: _____

City: _____

County: _____

State: _____

Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

TIN #: _____

UEI #: _____

Bidders Check List

Bid #: 2024-04

Bay County Health Department
Forensic Pathologist

	YES	NO
1. I have read ALL the instructions and specifications.	_____	_____
2. I have read and acknowledge the information contained in the "General Information" section of the Bid.	_____	_____
3. I have filled in ALL the required documentation.	_____	_____
4. I have provided all required information per the guidelines specified within the bid document.	_____	_____
5. I am an officer of the company.	_____	_____
6. I have the authority to obligate my company.	_____	_____
7. I am returning the signed ORIGINAL and specified number of copies required per the bid document.	_____	_____
8. I have organized and labeled the bid per instruction.	_____	_____
9. I have retained a copy of the submission.	_____	_____
10. I have properly labeled the external envelope.	_____	_____
11. If successful, the "Insurance Requirement Certificate" from an insurance company licensed to do business in the State of Michigan will be provided within ten working days after Notification of the award.	_____	_____
12. I have provided the necessary information for the person responsible for follow-up.		

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

NON-BIDDERS FEEDBACK FORM

Bid #: 2024-04

Bay County Health Department
Forensic Pathologist

If you are not submitting a bid for this Bid, please indicate the reason(s) by checking off one or more items below and email this form to purchasing@baycounty.net.

- Unable to bid at this time but would like to receive future bid requests.
- Service(s) or material(s) not provided by our firm.
- Service(s) or material(s) we offer do not fully meet all the requirements specified.
- We cannot meet the timetable required.
- Insufficient time allowed for preparation and submission of bid.
- Specifications not clearly understood or applicable as follows: (ex. too vague, too rigid, etc.)
- Other: _____

Please remove our name from your bidders list for This commodity group
 These item(s) or material(s)
 All bids

Signature: _____
 Print Name: _____
 Title: _____
 Company Name: _____
 Company Address: _____
 Email: _____
 Phone: _____ Date: _____

CERTIFICATION

Bid #: 2024-04

Bay County Health Department
Forensic Pathologist

The individual signing below certifies:

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

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

Date: _____