



## GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 361,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030 Fax (810)257-3560

March 28, 2019

### **GENESEE COUNTY REQUEST FOR PROPOSALS #19-179**

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, April 18, 2019** at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **BODY REMOVAL SERVICES FOR THE GENESEE COUNTY MEDICAL EXAMINER'S OFFICE.**

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

**DUE DATE: 3:00 p.m. (EDT), Thursday, April 18, 2019**  
**SUBMISSION OF QUESTIONS DUE: 3:00 p.m. (EDT), Monday, April 8, 2019**  
**PROPOSAL REQUEST NUMBER: #19-179**

*Noel Roan*

Noël Roan, Purchasing Manager

bid2\2019\19-179

Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

[www.gc4me.com](http://www.gc4me.com)

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# RFP #19-179 BODY REMOVAL SERVICES FOR THE GENESEE COUNTY MEDICAL EXAMINER'S OFFICE

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, April 18, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one (1) original, two (2) paper copies and one (1) electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal.
3. Michigan Inter-governmental Trade Network – an alternate review of the Body Removal Services for Genesee County Medical Examiner can be done at <https://www.bidnetdirect.com/mitn>.
  - Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.
4. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
5. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.

6. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
7. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to indemnify and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

8. Preference for Genesee County Businesses and Veteran-Owned Businesses: Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
9. Proposal Format: Proposals must be submitted in the format outlined in Section 8 **INFORMATION REQUIRED FROM PROPOSERS** to be deemed responsive.

## **SECTION 2 - STANDARD TERMS & CONDITIONS**

1. Review Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link.  
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf>

## **SECTION 3 - ADDITIONAL TERMS & CONDITIONS**

1. **Purpose:** Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms who can provide Body Removal Services to the Genesee County Medical Examiner's Office.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Medical Examiner. The contact person is Ms. Noël Roan, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and [nroan@co.genesee.mi.us](mailto:nroan@co.genesee.mi.us). Email is the preferred method of contact.

3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Monday, April 8, 2019 by 3:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 8, **INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
6. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
7. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than Monday, April 15, 2019 by 12:00 p.m. (EDT), to the Genesee County Purchasing Department as listed above.
8. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
9. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
10. **Independent Contractor:** Offeror agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying

goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.

## **SECTION 4 - MINIMUM QUALIFICATIONS OF PROPOSERS**

1. Proposers must have significant experience in the body removal, mortuary or health care industry. The experience shall consist of having operated or worked for an operation that provides body removal, patient transport, mortuary, or health care services.
2. All proposers shall demonstrate that the firm or the firm's principals/owners possess the proper licenses and qualifications to operate a body removal services operation.
3. Proposers shall not have a record of having operated a related business operation that was closed and/or cited for violations of any significant Federal, State and Local regulations.
4. All proposers must have, and be able to demonstrate, the financial wherewithal and resources to operate a viable and successful body removal services operation.

## **SECTION 5 - INTRODUCTION & BACKGROUND INFORMATION**

Genesee County seeks the services of a qualified firm to remove and transport deceased individuals that are Genesee County Medical Examiner cases to the Genesee County morgue or other location as directed by the Medical Examiner Scene Investigator. Genesee County has ordered/performed an average of 1500 investigations per year of which approximately 550 require transportation to the Genesee County morgue for autopsy. The number of autopsies performed is highly variable and not guaranteed. Likewise the firm must be capable of providing the same body removal service for counties with whom Genesee County contracts to provide autopsy services and who requests that service.

Genesee County will compensate the successful offeror for Genesee County Medical Examiner cases involving body removal services from the scene to the Genesee County morgue, or other location as directed by the Medical Examiner Scene Investigator. Likewise Genesee County will compensate the successful offeror for body removal services provided for other counties that contract with Genesee County for autopsy services. The cost for providing these services shall be invoiced to the County as a fee/body/total loaded mile.

## **SECTION 6 - SCOPE OF SERVICES**

As part of its function to remove and transport deceased persons, the successful offeror will provide the following services:

1. Within 15 minutes, answer a call from a Medical Examiner Scene Investigator or another representative of the Genesee County Medical Examiner's Office, 7 days

a week, 24 hours a day.

2. Provide one or more conveyance vehicles capable of transporting the deceased to the Genesee County morgue or other location as directed by the Medical Examiner Scene Investigator.
3. Equip body removal conveyance vehicles with body removal transport bags, identification tags for remains, gurneys, healthcare supplies needed to meet universal precaution standards, and safety supplies needed to meet hazardous materials/condition events.
4. Provide continuing education, at least annually, to staff of the body removal service on such topics as universal precaution standards, hazardous materials/conditions and such other topics as instructed by the Medical Examiner Office and as deemed necessary by the body removal service to assure safe and high quality services.
5. Preserve death scenes during the body removal process; i.e. not disturbing the placement or location of anything on-scene other than the body.
6. Cooperate with and take direction from, on-scene and elsewhere, the Medical Examiner, Deputy Medical Examiners, Medical Examiner Scene Investigators, law enforcement personnel and public safety officials in processing a body (e.g. wrapping a body, labeling, numbering and sealing a tag on the body removal bag).
7. Maintain complete records describing the handling, storage, shipment, or disposition of body and personal effects, including who on the body removal staff handled them at any point, and when they were handled including time and date.
8. Convey a body to morgue, or other location as directed by the Medical Examiner Scene Investigator.
9. Complete any reporting form provided by the Medical Examiner's Office and as determined necessary by the Office to document required activities and observations.
10. Submit invoices monthly to the County on the first of each month. Such invoices will include the name of the deceased, the place of recovery, the date of recovery, number of total loaded miles and such other reports and documentation as noted above and as otherwise required by the Medical Examiner's Office.
11. Comply with requests for legal testimony, court appearance or such other representation as requested by the Medical Examiner's Office.
12. Provide a dispatch service that can receive calls reporting deaths, which fall under the medical examiners jurisdiction, maintain a record of all calls received. The dispatch service must have a demonstrated track record of handling requests for service from any agency in the community.

## **SECTION 7 – INSURANCE REQUIREMENTS**

### **1. INSURANCES**

All proposers shall submit an executed Insurance Checklist as required for responsiveness. Should your proposal be successful, requisite insurances according to the specifications as detailed on the Insurance Checklist must be provided prior to any Contract Award as a result of this RFP. Genesee County must be listed as an additional insured on any insurance certificate issued due to any contract award subsequent to this RFP.

Insurance Checklists vary from one RFP to another, due to distinct and different Scopes of Services. Each checklist is labeled with a corresponding RFP Number and Title and, therefore, must be executed separately for each RFP.

Proof of Professional Liability (Medical Malpractice) is required whenever services will provide medical or health related services, inclusive of both physical and/or mental health assessments.

## **SECTION 8 – INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)**

### **1. NON-RESPONSIVE PROPOSALS**

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP
- B. The proposal does not follow the specified format as presented in this **Section (8)**
- C. The proposal is not adequate to allow a judgment by the reviewers

### **2. RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:**

1. Proposal submitted by the due date and time
2. One (1) Copy of Proposal in Electronic Format
3. One (1) original proposal (properly executed), clearly marked as such, and two (2) additional hard copies of your Proposal
4. Signed Signature Page (must submit an original signed document)
5. Executed Insurance Checklist
6. Completed References Page
7. Prior Year's Financial Audit or audited Financial Statements
8. Operating Budget for the Current Year
9. Proposer's Statement of all Exceptions to any Terms, Conditions and Specifications
10. Proposed Alternate Payment Schedule, if desired
11. Technical Proposal shall consist of the items stated below. The written response shall be limited to no more than fifteen (15) single-sided, 8 ½ x 11 typewritten pages, in a business-style typeface with a font size of no less than 11 point.



## Organizational Information

1. Business Organization: State the full name and address of your organization's corporate headquarters and, if applicable, the branch office or other subordinate element/subcontractors that will perform or assist in performing the work. In addition, provide the company's history as a firm identifying core competencies and experience in providing services.
2. Company/Owner's Experience & History – Submit with the proposal response, information regarding the offeror's experience, background and business enterprise(s) associated with operating a successful body removal services operation or successful experience working in the field of patient care and mortuary services. Provide the number of years in business, type of establishment or work history (experience), name of operation/business and professional recommendations that can attest to the success of the business venture or work history. This information shall include a State of Michigan Business License (if applicable), and a list of all relevant certifications.
3. Work Plan: Describe in narrative form your plan for performing the work.
  - a. Include your firm's proposed approach to completing the scope of services as outlined above. Describe how the proposed scope of work will be included into the current operation.
  - b. Provide details about your firm's dispatch operation and how dispatch will support the functions of the Medical Examiner.
  - c. Provide information on how the firm would scale the operation as the Medical Examiner provides services to other counties
  - d. Address the ability to transport bodies from/to out of county venues in terms of staffing, transport vehicles, and price structure.
4. Key Staff & Personnel: The firm must have staff, which has experience providing body removal services. Identify key individuals by name and title. Provide resumes/CV, all license(s) and/or certifications of staff who will be assigned to this contract.
  - a. Define performance expectations of the staff and professional presentation at the scenes. This staff not only represents your firm but the County as well.
  - b. Include with the proposal a list of all personnel involved in the provision of body removal services and their qualifications. This information shall include a valid State of Michigan Driver's License and the driving records for all personnel who will be driving transport vehicles. The Contractor shall be required to comply with Commercial Driver's License regulations, if applicable.
5. Instances of Contract Termination and/or Litigation: Provide information on any contract with your firm that was terminated prior to completion in the last five (5) years. Include details of such circumstances. The proposer must provide a description of all litigation that is pending as a defendant, and all litigation in which a judgment was made against the proposer during the previous three (3) years.
6. Demonstration of Financial Stability: Submit with the proposal your organization's most recent financial audit, annual compiled financial statements, annual consolidated financial statements, or a copy of the proposer's most recent federal

income tax return. The County is seeking this information to ensure that proposers have the financial stability and wherewithal to assure good faith performance.

7. References: Provide a minimum of five (5) client references that can attest to the quality of the service provided by your firm, investigative or healthcare services. List specific contracts/business relationships, which you regard as evidence of your ability to successfully perform the services required in this solicitation. For each contract, indicate the exact capacity for which the firm served and the duration of service. Please include for each contract cited as a reference a contact person with telephone number. In addition, for each contract/reference provide total contract value and the annual revenues earned by your firm for the services provided.
8. Genesee County Forms:
  - Executed Genesee County Insurance Checklist - To be properly executed, the document should be signed by an authorized representative of the proposer and a representative of the proposer's insurance carrier.
  - Signed Signature Page - Provide all of the required information. Additionally, at least one of the proposals submitted is to include an **original signature** of an official authorized to bind the proposer to the proposal/offer.
9. Additional Information:
  - Please indicate the level of support and information needed from the Genesee County Medical Examiner's Office.
  - Identify challenges associated with providing the services and describe the processes and analysis you will utilize to address them.
  - Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

## **Cost Proposal**

1. Cost/Fee Proposal – Provide a fee based cost proposal for providing the services outlined in this solicitation. Detailed cost information should be provided indicating proposed fee/body/total loaded miles, list supplies and services included in the proposed fee.
2. Proposed fees for special circumstances - Prospective offerors shall provide fees for services consisting of special circumstances not referenced in the scope of work or would not be included in the proposed fee/body/total number of loaded miles. This information shall be provided on company letterhead as an attachment.

## **SECTION 9 - EVALUATION & SELECTION PROCEDURE**

The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.

The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine the committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short list of proposals that are reasonably susceptible of being selected for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers, to carry out contract negotiations for the purpose of obtaining best and final offers, and/or conduct detailed reference checks on the short-listed proposers.

Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.

Once the ranking process is complete, the Medical Examiner's Office will recommend a contract award to the apparent successful proposer(s). Upon acceptance, a recommendation will be made to the Genesee County Board of Commissioners for approval.

The recommendation made to the Genesee County Board of Commissioners will be based on review of the final scores.

Subsequent to final selection and award by the Genesee County Board of Commissioners, a contract will be negotiated with the successful proposers. Upon the successful completion of negotiations, a contract will be presented to the Genesee County Board of Commissioners for approval.

## **SECTION 10 – EVALUATION CRITERIA**

Selection is competitive. Genesee County's focus will be on cost effectiveness and maintaining the delivery level of services that is currently provided. Genesee County is also focused on the quality and consistency of the service provided, as well as the professional expertise of the provider. Other attributes taken into consideration will include startup costs, expansion costs, and time involved to achieve implementation of service delivery.

All proposals received shall be subject to an evaluation process by Genesee County staff, as deemed appropriate, for the purpose of selecting the service provider(s) with whom a contract will be executed. The following factors will be considered in making the selection.

1. Professional staff's experience and qualifications (20 points)
2. Organizational references for related body/patient transport and delivery (20 points)
3. Cost – proposed fee/body/total loaded miles (20 points)
4. Proximity of proposer to Genesee County (15 points)
5. Additional fees for special circumstances (15 points)
6. The financial stability of the proposer (5 points)
7. Responsiveness of proposal (5 points)

# SIGNATURE PAGE

## GENESEE COUNTY RFP #19-179

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda \_\_\_\_\_ issued as part of the RFP:

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

### Contact Person

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFP.

\_\_\_\_\_  
CONTACT NAME POSITION

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
PHONE FAX

## GENESEE COUNTY INSURANCE CHECKLIST

**PROFESSIONAL SERVICES CONTRACT FOR: RFP 19-179 Body Removal Services for the Genesee County Medical Examiner's Office**

Coverage Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI
<input checked="" type="checkbox"/> 8. <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<input type="checkbox"/> 9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit	
<input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 11. The certificate must state bid number and title	

### Insurance Agent's Statement

**I have reviewed the requirements with the bidder named below. In addition:**

The above required policies carry the following deductibles:

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Liability policies are **occurrence**  **claims made**

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Insurance Agent	Signature
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### Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

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Contractor	Signature
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Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

## REFERENCES

List 5 references of similar projects

<b>1. Company</b>	Phone Number
Contact Name and Position	E-mail Address
Project Address	\$
Type of Work/ Project	Dollar Amount of the Project
Project Description	
<b>2. Company</b>	Phone Number
Contact Name and Position	E-mail Address
Project Address	\$
Type of Work/ Project	Dollar Amount of the Project
Project Description	
<b>3. Company</b>	Phone Number
Contact Name and Position	E-mail Address
Project Address	\$
Type of Work/ Project	Dollar Amount of the Project
Project Description	
<b>4. Company</b>	Phone Number
Contact Name and Position	E-mail Address
Project Address	\$
Type of Work/ Project	Dollar Amount of the Project

---

Project Description

---

**5. Company**

Phone Number

---

Contact Name and Position

E-mail Address

---

Project Address

\$

---

Type of Work/ Project

Dollar Amount of the Project

---

Project Description

# PROFESSIONAL SERVICES CONTRACT

This Agreement for Professional Services (the "Agreement") is made this day of \_\_\_\_\_, 2019, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Contractor Name, a State Entity, whose principal place of business is located at Contractor Address (the "Contractor") (the County and the Contractor together, the "Parties").

## 1. Agreement and Authority

This Agreement is entered into pursuant to RFP/IFB #19-179 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

## 2. Term

### 2.1 Initial Term

The initial term of this Agreement shall begin on July 1, 2019, and shall expire on June 30, 2020.

### 2.2 Extension Terms

The Board has the option to extend this Agreement for up to **four (4)** one year terms (the "Extension Terms").

## 3. Purpose

This contract is entered into for the services of a qualified firm to remove and transport deceased individuals that are Genesee County Medical Examiner cases to the Genesee County morgue or other location as directed by the Medical Examiner Scene Investigator.

## 4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

## 5. Compensation

The Contractor shall be paid according to the rates identified on Exhibit B. The total amount paid to the Contractor shall not exceed \$ \_\_\_\_\_. The Contractor must provide to the County invoices in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.



**6. Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

**7. Contract Administrator**

The contract administrator for this Agreement is Dr. Hunter (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Agreement. The Contractor agrees to provide a copy of all notices related to this Agreement to the Contract Administrator.

**8. Inspection and Acceptance**

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

**9. Warranties**

The Contractor warrants that:

- 9.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 9.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 9.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 9.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.
- 9.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor agrees to indemnify, defend, and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

## **10. Suspension of Work**

### **10.1 Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

### **10.2 Necessary Actions Before Suspension**

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

## **11. Termination**

### **11.1 Termination for Cause**

If the Contractor is in breach of any provision of this Agreement, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### **11.2 Immediate Termination**

If the County, in its discretion, determines that the Contractor's breach of this Agreement constitutes a threat to public health, safety, or welfare, the County may terminate this Agreement immediately upon notice to the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a

result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### 11.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

### 11.4 Termination for Lack of Funding

If this Agreement is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Agreement by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

## 12. Equipment Purchased with County Funds

### 12.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

### 12.2 Conveyance to the County

Upon the County's request at the termination of this Agreement for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement.

## 13. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out

duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

#### **14. Freedom of Information Act**

This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

#### **15. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall become the property of the County upon termination of this Agreement. Upon the County's request, the Contractor agrees to convey all rights to and ownership of any intellectual property to the County.

#### **16. Audit Rights**

##### **16.1 Certification of Accurate Information**

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

##### **16.2 Inspection**

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

##### **16.3 Audit**

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

##### **16.4 Records Retention**

The Contractor agrees to maintain any business records related to this Agreement or the Contractor's performance under this Agreement for a period of at least three (3) years after final payment.

## **17. Identity Theft Prevention**

17.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

17.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

## **18. Insurance Requirements and Indemnification**

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Genesee County Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Agreement.

### **18.1 Insurance Certificate and Additional Insured Coverage**

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifically the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

### **18.2 Indemnification**

The Contractor agrees to indemnify, defend, and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

## **19. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

## **20. General Provisions**

### **20.1 Entire Contract**

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

20.1.1. The Contract – This Professional Services Contract

20.1.2. Exhibit A – Services

20.1.3. Exhibit B – Fee Schedule

20.1.4. Exhibit C – Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

### **20.2 No Assignment**

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

### **20.3 Modification**

This Contract may be modified only in writing executed with the same formalities as this Contract.

### **20.4 Binding Effect**

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

### **20.5 Headings**

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

## 20.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

## 20.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

## 20.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

## 20.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

CONTRACTOR

GENESEE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Name of Contractor Signatory  
Title of Contractor Signatory

By: \_\_\_\_\_  
Jamie W. Curtis  
Chairperson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality

By: \_\_\_\_\_  
Genesee County Corporation Counsel

Date: \_\_\_\_\_

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## EXHIBIT A

### Description of the Services

As part of its function to remove and transport deceased persons, the successful offeror will provide the following services:

1. Within 15 minutes, answer a call from a Medical Examiner Scene Investigator or another representative of the Genesee County Medical Examiner's Office, 7 days a week, 24 hours a day.
2. Provide one or more conveyance vehicles capable of transporting the deceased to the Genesee County morgue or other location as directed by the Medical Examiner Scene Investigator.
3. Equip body removal conveyance vehicles with body removal transport bags, identification tags for remains, gurneys, healthcare supplies needed to meet universal precaution standards, and safety supplies needed to meet hazardous materials/condition events.
4. Provide continuing education, at least annually, to staff of the body removal service on such topics as universal precaution standards, hazardous materials/conditions and such other topics as instructed by the Medical Examiner Office and as deemed necessary by the body removal service to assure safe and high quality services.
5. Preserve death scenes during the body removal process; i.e. not disturbing the placement or location of anything on-scene other than the body.
6. Cooperate with and take direction from, on-scene and elsewhere, the Medical Examiner, Deputy Medical Examiners, Medical Examiner Scene Investigators, law enforcement personnel and public safety officials in processing a body (e.g. wrapping a body, labeling, numbering and sealing a tag on the body removal bag).
7. Maintain complete records describing the handling, storage, shipment, or disposition of body and personal effects, including who on the body removal staff handled them at any point, and when they were handled including time and date.
8. Convey a body to morgue, or other location as directed by the Medical Examiner Scene Investigator.
9. Complete any reporting form provided by the Medical Examiner's Office and as determined necessary by the Office to document required activities and observations.
10. Submit invoices monthly to the County on the first of each month. Such invoices will include the name of the deceased, the place of recovery, the date of recovery, number of total loaded miles

and such other reports and documentation as noted above and as otherwise required by the Medical Examiner's Office.

11. Comply with requests for legal testimony, court appearance or such other representation as requested by the Medical Examiner's Office.
12. Provide a dispatch service that can receive calls, reporting deaths, which fall under the medical examiners jurisdiction and maintain a record of all calls received. The dispatch service must have a demonstrated track record of handling requests for service from any agency in the community.

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**EXHIBIT B**  
Fee Schedule

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## EXHIBIT C

### GENESEE COUNTY INSURANCE CHECKLIST

**PROFESSIONAL SERVICES CONTRACT FOR: RFP 19-179 Body Removal Services for the Genesee County Medical Examiner's Office**

#### Coverage Required

#### Limits (Figures denote minimums)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 1. Workers' Compensation   | Statutory limits of Michigan  |
| <input checked="" type="checkbox"/> 2. Employers' Liability  | \$100,000 accident/disease<br>\$500,000 policy limit, disease<br>Including Premises/operations                          |
| <input checked="" type="checkbox"/> 3. General Liability   | \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability |
| <input type="checkbox"/> 4. Professional liability   | \$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions                                    |
| <input type="checkbox"/> 5. Medical Malpractice  | \$200,000 per occurrence \$800,000 in aggregate   |
| <input checked="" type="checkbox"/> 6. Automobile liability  | \$1,000,000 combined single limit each accident- Owned, Hired, Non-owned  |
| <input type="checkbox"/> 7. Umbrella liability/Excess Coverage   | \$ 1,000,000 BI & PD and PI   |
| <input checked="" type="checkbox"/> 8. <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u> |   |
| <input type="checkbox"/> 9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit   |   |
| <input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)  |   |
| <input checked="" type="checkbox"/> 11. The certificate must state bid number and title  |   |

#### Insurance Agent's Statement

**I have reviewed the requirements with the bidder named below. In addition:**

The above required policies carry the following deductibles:

Liability policies are **occurrence**  **claims made**

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

#### Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.