



## GENESEE COUNTY PURCHASING

A Division of the Genesee County Office of Fiscal Services

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 361,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030 Fax (810)257-3380

[www.geneseecountymi.gov](http://www.geneseecountymi.gov)

**Chrystal Simpson,**  
Chief Financial Officer

December 20, 2024

### **GENESEE COUNTY REQUEST FOR PROPOSAL (RFP) #24-419**

Sealed proposals will be received until **2:00 p.m. (EST), Wednesday, January 22, 2025**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **DISPATCH SERVICES FOR GENESEE COUNTY MEDICAL EXAMINER.**

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 or at the website [Microsoft Word - PURCHASING REGULATIONS 8222016](#).

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposer's 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:

<b>DUE DATE:</b>	<b>2:00 PM (EST), Wednesday, January 22, 2025</b>
<b>DUE DATE FOR SUBMISSION OF QUESTIONS:</b>	<b>5:00 PM (EST) Monday, January 6, 2025</b>
<b>PROPOSAL NUMBER</b>	<b>#24-419</b>

***Rita Schubert***

Rita Schubert, Purchasing Manager

Bid2\2024\24-419

Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

[www.geneseecountymi.gov](http://www.geneseecountymi.gov)

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# **RFP #24-419 DISPATCH SERVICES FOR GENESEE COUNTY MEDICAL EXAMINER**

## **SECTION 1 – INSTRUCTIONS TO PROPOSERS**

1. Sealed proposals will be received until **2:00 p.m. (EST), Wednesday, January 22, 2025**, 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 check website for closed days. Label the sealed 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. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
3. **Submit one original and one paper copy of your proposal. After the proposal closes, you will be contacted to send the County an electronic copy of your proposal via email.** All proposals submitted 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. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted on the MITN site for this offering.
4. All submissions will be time stamped by an individual within the Office of Fiscal Services. The only acceptable evidence of the time of receipt of the submissions is that of the time clock that resides within said department. It is each Proposer's responsibility to ensure that its proposal is time stamped by the Office of Fiscal Services by the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
5. Michigan Inter-governmental Trade Network– an alternate review of this proposal under **Proposal # 24-419 Dispatch Services for Genesee County Medical Examiner** can be done at <https://www.bidnetdirect.com/mitn>.
  - i. 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](https://www.mitn.info/Registration.asp?ID=2340) (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.

6. 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.
7. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at [Current Bids](#) 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.
8. A sample of a 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 said contract. Any exceptions to the terms and conditions of the 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 contract or RFP unless those changes are requested in your proposal.
9. Insurance must be provided prior to the contract starting date and kept in full effect and compliance during the entire contract period. Insurance requirements are provided in Section 9 Insurance Required from Proposer. Failure to comply with these provisions will cause termination of the agreement. The County of Genesee requires a signed Genesee County Insurance Checklist form with each proposal submitted.

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 harmless from any loss or damage resulting therefrom.

County Policy dictates that under no circumstances can the County agree to indemnify proposers pursuant to Michigan Law.

10. **Local Preference for Genesee County Businesses:** Unless the funding source for the contract prohibits such preferences, within 5 business days of bid opening, if the lowest responsive responsible bidder is not a Genesee County Business or a Veteran-Owned Business, a Genesee County Business or Veteran-Owned Business who has submitted a responsive bid that is no more than 5% higher than the lowest responsive bid may submit an amended bid to the Purchasing Manager. In the event that there are multiple Preferred Businesses that would qualify for an opportunity to submit an amended bid, only the Preferred Business submitting the lowest qualifying bid may submit an amended bid. A Preferred Business, who is the lowest responsive responsible bidder, may not amend their bid pursuant to this section. Amended bids submitted by Preferred Businesses in this manner shall be considered along with other responsive bids submitted by responsible bidders.

11. Proposals must be submitted in the format outlined in SECTION 7 – **Information Required from Proposers** to be deemed responsive.

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

See Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link: [Std T C SECTION 2023.pdf](#)

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

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide Dispatch Services for Genesee County Medical Examiner.
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 Rita Schubert, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810) 257-3195, and [rschubert@geneseecountymi.gov](mailto:rschubert@geneseecountymi.gov). 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, January 6, 2025, before 5:00 PM (EST)** to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP, and please entitle the subject line of your e-mail as follows: Question(s) for RFP #24-419. 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 [Current Bids](#). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer’s ability to meet the requirements of this RFP.
6. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 7, 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.

7. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
8. **Withdrawal of Proposal:** Proposers may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
9. **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.
10. **Right to Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
11. **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 ITB shall be submitted in writing and received **no later than noon, January 13, 2025**, to the Genesee County Purchasing Department as listed above.
12. **Errors, Omissions, and Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal prior to submitting a proposal or it shall be waived.
13. **Best and Final Offers:** Discussions may be undertaken with those proposers whose proposal, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and revision of proposal (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

14. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Consultant without the expressed written consent of Genesee County.

15. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor imposed any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
16. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Consultant shall be responsible for the performance of all subcontractors.
17. **Statement of Exceptions:** The proposer shall furnish a statement 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.
18. **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.
19. **Contract Award/Split Awards:** The County reserves the right to award by item and/or group of items. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal if a separate Agreement is required to be executed.
20. **Debarment and Suspension:** The contractor certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them from commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and , (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

## **SECTION 4 – QUALIFICATIONS OF PROPOSERS**

In order to qualify for submitting a proposal, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

At a minimum, prospective proposers shall meet the following requirements for submission of a proposal:

- Employ and equip an adequate number of staff to perform the required work/ services.
- Must have, and be able to demonstrate, the financial wherewithal and resources to provide requested services to the County.
- Currently operates a dispatch service that has a demonstrated track record of handling requests for service from any agency in the community.

## **SECTION 5 – BACKGROUND INFORMATION**

The Genesee County Medical Examiner is accepting proposals from community businesses interested in providing Dispatch Services for Medical Examiner scene investigators. Vendor will be responsible to answer calls from 911 and various health care facilities reporting a death.

On average, the Genesee County Medical Examiner's Office receives 1,900 calls per year (5.20 calls per calendar day).

## **SECTION 6 – SCOPE OF SERVICES**

The successful candidate chosen to provide dispatch services for Medical Examiner must meet the following service requirements:

1. Capable and willing to employ adequate staff to answer phone calls requesting services of the Medical Examiner's Office 24 hours a day 365 days a year.
2. Provide a dispatch service that can receive calls from 911 and various health care facilities reporting a death obtain all information required by the Medical Examiner's office and assign a unique Medical Examiner investigative case number in the following format; the last two digits of the year and the last four digits in numerical order starting with 0001 (24-0001, 24-0002, 24-0003) each number can only be used once.
  - A. Information required at time of call
    - a. Date and time of call
    - b. Full name of deceased (if known)
    - c. Location of the incident



- d. Name of caller, department, and a call back number
  - e. Notify the on-call scene investigator either by voice call or electronic method
    - Record the time scene investigator was notified
    - Time of arrival and time scene was cleared.
- B. Scene investigator will report to the vendor after the scene visit is complete either by voice call or other electronic method and confirm
  - a. Name of the deceased
  - b. Date of birth
  - c. Time of death
  - d. Where the deceased was transported (funeral home or Medical Examiner's Office).
- 3. Maintain a record of all calls received about medical examiner cases and dispatched investigators to the scene.
- 4. Complete any reporting form provided by the Medical Examiner's Office and as determined necessary by the Office to document required activities and observations.
- 5. Submit invoices monthly to the County on the first of each month. Such invoices shall be itemized and contain other reports and documentation as noted above and as otherwise required by the Medical Examiner's Office.

**Preferred equipment/services:**

- 1. Dedicated and digitally recoded phone line(s) for the exclusive use of the Genesee County Medical Examiner's Office.
- 2. Computer aided dispatch (CAD) software with smart phone companion app integration.
- 3. CAD reporting capabilities (time of call to time enroute, enroute time to time on scene, time on scene to time clear, total time on task) to be provided on request.
- 4. Scheduling capability that can be created and updated by the Medical Examiner's Office and the bidder

**Length of Contract:**

- This is a one (1) year contract, there is an option of four (4) – one year contract extensions with this RFP.

## **SECTION 7 – INFORMATION REQUIRED FROM PROPOSERS**

All proposals are firm, binding, and irrevocable for one hundred-twenty (120) days after the opening of the proposal. No proposal will be considered that fails to contain fully completed documents or any other documentation required by the instructions and materials herein. The successful proposer will be required to submit:

- 1. Signed Signature Page - Provide all 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.

2. Signed 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.
3. Reference Form: Prior experience with similar requests is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. The contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and scope of services performed by proposer.
4. Cost Proposal Form
5. 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.
6. Operating Budget for the Current Year
7. Statement of Exceptions: Furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the Standard Proposed Contract and this RFP.
8. One (1) original and one (1) paper copy of the proposal shall be received, and date and time stamped by the Office of Fiscal Services prior to proposal closing. No proposal received after the Close Deadline shall be considered.
9. Business Organization: State the full name and address of your organization's corporate headquarters and, if applicable, the branch office 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 death scene investigation, investigative, or healthcare services.
10. 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.
  - b. Provide details about your firm's dispatch operation and how dispatch will support the functions of the Medical Examiner Investigators.
11. Key Staff & Personnel: The firm must employ staff, which has experience providing dispatch services. Identify key individuals by name and title.
12. Litigation: Please describe any lawsuits that were filed against your company in the last five (5) years and the results of those lawsuits. Please describe any mediation or arbitrations your company has been involved with in the last five (5) years and the results of those arbitrations/mediations.

13. 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.

## SECTION 8 – EVALUATION CRITERIA AND SELECTION PROCEDURE

The Evaluation Committee will review and score each proposal individually based on the evaluation criteria referenced in this RFP. Those that are clearly non-responsive to the stated requirements will be eliminated. Therefore, proposers should exercise particular care in reviewing the proposal format required in this RFP.

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 final 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, contracts will be presented to the Genesee County Board of Commissioners for approval.

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of proposals received. The Contract will be awarded to the proposer who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the evaluation criteria as seen below. **Each criterion will be scored based upon the points indicated.**

Evaluation Criteria	Possible Points
Prior Experience of the firm/proposer	20
Capability of the firm	18
Qualifications of Professional Personnel	17
Firm's references and examples of related contracts/services	15
Cost Proposal: Proposed fee(s) for services	15
Financial Stability of Proposer	10
Responsiveness of Proposal	5
<b>Total Evaluation Points</b>	<b>100</b>

## SECTION 9 – INSURANCE REQUIRED FROM PROPOSERS

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County*

*reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

**Commercial General Liability Insurance** on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

**Workers' Compensation Insurance** – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

**Professional Liability Insurance** – in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

**Cyber Privacy & Security Coverage** in an amount not less than \$1,000,000.

**Excess Liability/Umbrella Insurance Form** in an amount not less than \$1,000,000

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

#### 1.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County  
Attn: Risk Management  
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:
  - a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

## 1.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees 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. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

# COST PROPOSAL FORM

## PROJECT: RFP #24-419 Dispatch Services for Genesee County Medical Examiner

Vendors are required to complete this form that represents the cost to provide services as requested in this RFP from a period of award date to September 30,2029:

Cost:

Year	Proposed Monthly Cost
Board approval through 09.30.2025	\$

Year	Proposed Annual Cost
10.01.25 – 09.30.26	\$
10.01.26 – 09.30.27	\$
10.01.27 – 09.30.28	\$
10.01.28 – 09.30.29	\$

The undersigned proposer, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following proposal:

NAME OF PROPOSER: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

**SIGNATURE PAGE**  
**GENESEE COUNTY RFP #24-419**  
**Dispatch Services for Genesee County Medical Examiner**

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:

**Conflict of Interest:**

\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

\_\_\_\_ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

**Exceptions** to Solicitation and/or Standard Contract: NO \_\_\_\_\_ YES \_\_\_\_\_ (include attached statement)

Name (typed): \_\_\_\_\_

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

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

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

Federal Employee Identification Number (FEIN): \_\_\_\_\_

DUNS Number: \_\_\_\_\_

**Contact Person of company representative for matters regarding this RFP**

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

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE FAX E-MAIL

# GENESEE COUNTY INSURANCE CHECKLIST

## PROFESSIONAL SERVICES CONTRACT FOR:

**RFP:24-419 – Dispatch Services for Genesee County Medical Examiner**

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	\$500,000 accidental/disease \$1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
	6. Automobile liability	\$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage	\$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Privacy & Security Coverage	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-419	

### Insurance Agent's Statement

**I have reviewed the requirements with the proposer 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.



## REFERENCES

List 3 references of similar projects

Submitted by: \_\_\_\_\_

---

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

# PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is 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 Type]**, whose principal place of business is located at **[Contractor Address]** (the "Contractor") (the County and the Contractor together, the "Parties").

## 1. Term

### 1.1 Initial Term

The initial term of this Contract commences on **[Start Date]** and shall be effective through **[End Date]** (the "Initial Term").

### 1.2 Extension Terms

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

## 2. Scope of Work

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

## 3. Compensation

The Contractor shall be paid a flat fee of \$ **[ ]** for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice 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.

## 4. Taxes.

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

## 5. Contract Administrator

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

## 6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

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

## **7. Suspension of Work**

### **7.1 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.

### **7.2 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.

## **8. Termination**

### **8.1 Termination for Cause**

If the Contractor is in breach of any provision of this Contract, 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 Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, 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.

## 8.2 Immediate Termination

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

In addition to any other remedies provided by law or this Contract, 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.

## 8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract 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.

## 8.4 Termination for Lack of Funding

If this Contract 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 Contract 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.

# 9. **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, sexual identity, gender, gender identity, gender expression, 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.

# 10. **Freedom of Information Act**

This Contract and all attachments, as well as any 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”.

## **11. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County’s request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

## **12. Audit Rights**

### **12.1 Certification of Accurate Information**

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

### **12.2 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 Contract. If this Contract 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 Contract and the terms of the applicable grant.

### **12.3 Audit**

The Contractor agrees that the County may examine the Contractor’s records to ensure compliance with the terms of this Contract. If this Contract 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 Contract and the terms of the applicable grant.

### **12.4 Records Retention**

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

## **13. Identity Theft Prevention**

13.1 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.

- 13.2 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.

#### **14. Insurance Requirements and Indemnification**

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County’s Risk Manager or other authorized representative of the County.*

**Commercial General Liability Insurance** on an “occurrence basis” with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

**Workers’ Compensation Insurance** – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers’ Liability Coverage.

**Professional Liability Insurance** – in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

**Cyber Privacy & Security Coverage** in an amount not less than \$1,000,000.

**Excess Liability/Umbrella Insurance Form** in an amount not less than \$1,000,000

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

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

- 3. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County  
Attn: Risk Management  
1101 Beach Street, Flint, MI 48502

- 4. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- c. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- d. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

#### 14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees 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. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

## **15. Independent Contractor**

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

## **16. General Provisions**

### **16.1 Entire Contract**

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

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.

### **16.2 No Assignment**

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

### **16.3 Modification**

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

### **16.4 Binding Effect**

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

### **16.5 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.

### **16.6 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.



#### 16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

#### 16.8 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.

#### 16.9 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.

#### 16.10 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.

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

**CONTRACTOR NAME**

COUNTY OF GENESEE

By: \_\_\_\_\_  
[Name]  
[Title]

By: \_\_\_\_\_  
James Avery, Chairperson  
Board of County Commissioners

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

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

## **EXHIBIT A**

### **Description of the Services**

This information will be provided upon mutual agreement between the County and selected vendor.

DRAFT