



GENESEE COUNTY PURCHASING DEPARTMENT

ROOM 200, COUNTY ADMINISTRATION BLDG.
1101 BEACH STREET
FLINT, MICHIGAN 48502
TELEPHONE (810) 257-3030
FAX (810) 257-3380

ERIC F. HOPSON
Purchasing Director

CINDY CARNES
Purchasing Manager

May 1, 2009

GENESEE COUNTY REQUEST FOR PROPOSALS #09-012

Sealed proposals will be received until **3:00 p.m. (ET), Thursday, May 28, 2009**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI, 48502 for **PHYSICIAN SERVICES AT GVRC.**

A pre-proposal meeting and facilities examination will be held on **Monday, May 11, 2009, at 8:30 a.m. (ET)**, in the conference room of the Genesee Valley Regional Center (GVRC), 4287 West Pasadena Avenue, Flint, MI 48504.

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 proposer must submit one copy of their current CERTIFICATE TO DO BUSINESS WITH GENESEE COUNTY. For further information on this requirement, contact the Genesee County Office of Equity and Diversity, 1101 Beach Street, Room 343, Flint, Michigan 48502, (810) 257-3028, fax (810) 768-7943.

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. A green proposal sticker will be provided by Genesee County when the RFP is sent to the offeror by mail. The proposal request number and due date for this RFP are:

DUE DATE: THURSDAY, MAY 28, 2009, 3:00 PM
PROPOSAL REQUEST NUMBER: #09-012

Eric F. Hopson

ERIC F. HOPSON, PURCHASING DIRECTOR

bid2\2008\09-012
Attachments

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TABLE OF CONTENTS

INSTRUCTIONS TO PROPOSERS.....	3
STANDARD TERMS AND CONDITIONS.....	4
ADDITIONAL TERMS AND CONDITIONS.....	7
SCOPE OF WORK.....	10
A. PURPOSE	10
B. DESCRIPTION OF PHYSICIAN SERVICES	10
C. EVALUATION REPORTING REQUIREMENTS.....	11
D. CLIENT RECORDS	11
E. SERVICE DOCUMENTATION	11
F. REVIEW AND MONITORING OF REPORTS.....	11
G. EXAMINATION AND MAINTENANCE OF RECORDS.....	11
H. FISCAL REQUIREMENTS	12
I. PRICING	12
J. BILLING PROCEDURE.....	13
K. CONFIDENTIALITY.....	13
L. CLOSEOUT	13
QUALIFICATIONS OF THE SUCCESSFUL OFFEROR	13
PROPOSAL REQUIREMENTS CONTENT/FORMAT	15
CONTRACT INFORMATION	15
EVALUATION, SELECTION, AND AWARD PROCEDURE	15
FINANCIAL COST PROPOSAL	17
SIGNATURE PAGE	18
GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST	19
REFERENCES	20
ATTACHMENT 1 – PROFESSIONAL SERVICES CONTRACT	21
ATTACHMENT 2 – MODEL EQUITY AND DIVERSITY PLAN.....	32

RFP #09-012 PHYSICIAN SERVICES AT GVRC

INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until 3:00 p.m., Thursday, May 28, 2009 at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI, 48502. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. A pre-proposal meeting and facilities examination will be held on **Monday, May 11, 2009, at 8:30 a.m. (ET)**, in the conference room of the Genesee Valley Regional Center (GVRC), 4287 West Pasadena Avenue, Flint, MI 48504.
3. **Submit one original, one additional copy of the proposal, and one electronic version of your proposal.** All proposals become the property of Genesee County. The County will not photocopy your proposal documents for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal.
4. To be considered for award, each offeror must submit a current (2009) Certificate To Do Business With Genesee County. For further information on this requirement, contact the Genesee County Office of Equity and Diversity, 1101 Beach Street, Room 343, Flint, Michigan 48502. Telephone 810 257-3028, Fax 810 768-7943. A Model Equity and Diversity plan is enclosed for your use. **Genesee County utilizes these plans for informational purposes only. The Content of any proposer's plan is not considered in either the evaluation of the proposal or the decision to award a contract to a specific vendor.**
5. 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 or 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 unless those changes are requested in your proposal.
6. All prospective offerors shall be responsible for routinely checking the Genesee County Purchasing Department website (<http://www.co.genesee.mi.us/Purchasing/currentbids.htm>) for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective offeror to obtain addenda and other information issued at any time, related to this RFP.
7. The County of Genesee requires a signed Bidders 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 protect 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. **Proposal Format:** Proposals must be submitted in the format outlined on page 15 (see **PROPOSAL REQUIREMENTS CONTENT/FORMAT**) to be deemed responsive.

STANDARD TERMS AND CONDITIONS

1. **Genesee County Purchasing Regulations** All procurements are 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, 1101 Beach Street, Room 200, Flint, Michigan, 48502.
2. **Evaluation and Award** The contract will be awarded to the responsible offeror whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all bids, to waive any informality or irregularity in any bid, and to negotiate with the apparent successful offeror in the best interest of Genesee County.
3. **Discussion with Responsible Offerors and Revisions to Proposals** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
4. **Cancellation; Rejection of Proposals** The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.
5. **Equity and Diversity** To be considered for award, each offeror must submit a current Certificate To Do Business With Genesee County. For further information on this requirement, contact the Genesee County Office of Equity and Diversity, 1101 Beach Street, Room 343, Flint, Michigan 48502. Telephone 810 257-3028, Fax 810 768-7943.
6. **Receipt of Proposals** It is solely the responsibility of the offeror to assure the timely receipt of its proposal at the location indicated in the bid announcement. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE WILL NOT BE CONSIDERED.**
7. **Tax** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.

8. **Non-Discrimination** The successful bidder/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. Breach of this covenant shall be regarded as a material breach of this contract.
9. **Performance Bond** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
10. **Conflict of Interest** Each offeror, by submitting a bid, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the offeror.
11. **Inspection** All goods are received subject to inspection and testing. If goods are defective or fail to meet the bid specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
12. **Offeror's Representations** Each offeror, by submitting a proposal, represents as follows:
 - 1) That the offeror has read and understood the RFP documents and has submitted its proposal in accordance therewith;
 - 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;
 - 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.
13. **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.

14. **Insurance** Each offeror must submit a completed Bidder's Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
15. **Indemnification** The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
16. **Warranty** The offeror warrants that all goods and services furnished under a contract resulting from the RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.
17. **Year 2000** The offeror warrants that each hardware, software, and firmware product delivered under a contract resulting from the RFP shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor. The offeror warrants that all such calculations, comparisons, and sequences will be recognized and accommodated and will not, in any way, result in hardware, software, or firmware failure. Genesee County, at its sole option, may require the contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with the obligations contained herein. The obligations contained herein apply to products provided by the contractor, its subcontractors, or any third party involved in the creation of the products to be delivered to Genesee County under the contract. Failure to comply with any of the obligations contained herein, may result in Genesee County availing itself of all its rights under the law and under this contract including, but not limited to, its rights pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in the contract, and are not subject to any disclaimer of warranty or limitation of the contractor's liability which may be specified in the contract documents.
18. **Applicable Law** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.

19. **Right to Inspect** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
20. **Right to Audit** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
21. **Safety** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that “presumed asbestos containing materials” (“PACM”) exist in these buildings.

Animal Shelter	Galliver Building
County Administration Building	Mt. Morris 67th District Court Building
County Courthouse	

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

ADDITIONAL TERMS AND CONDITIONS

1. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee Valley Regional Center. The contact person is Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 200, Flint, Michigan 48502, (810)257-3030 and ccarnes@co.genesee.mi.us.
2. **Pre-Proposal Meeting/Questions:** A pre-proposal meeting and facilities examination will be held on Monday, May 11, 2009, at 8:30 a.m. (ET), in the conference room of the Genesee Valley Regional Center (GVRC), 4287 West Pasadena Avenue, Flint, MI 48504. The purpose of this meeting will be to discuss with prospective offerors the service requirements and allow for questions arising from the review of this RFP. Any answers or statements provided will not be official until verified in writing by the Genesee County Purchasing Director. Answers will be affirmed in writing and a copy will be posted at the Genesee County website.

3. **Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than Tuesday, May 19 by 5:00 p.m. (ET), 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.co.genesee.mi.us/Purchasing/currentbids.htm>). 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 provided on page 15 PROPOSAL REQUIREMENTS CONTENT/FORMAT. 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 Director.
8. **Withdrawal of Proposal:** Proposals 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.

12. **Errors, Omissions, And Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Director 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 Proposals 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 proposals (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. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
15. **Non-Assignability** The contract may not be assigned, transferred, conveyed or delegated by the Contractor without the expressed written consent of Genesee County.
16. **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 impose 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.
17. **Subcontracts:** The Contractor shall not assign this contract or 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 assignees or subcontractor shall be subject to all conditions and

provisions of this contract. The Contractor shall be responsible for the performance of all assignees or subcontractors.

18. **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.
19. **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.
20. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
21. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.

SCOPE OF WORK

A. PURPOSE

Genesee County is requesting proposals to contract with a licensed physician to provide medical services for juveniles detained at the Genesee Valley Regional Center (herein referred to as GVRC) located at 4287 W. Pasadena Avenue, Flint, Michigan 48504. The GVRC provides secure residential detention for male and female juveniles 10 through 17 years of age who have been court ordered into secure detention. The average length of stay is one (1) month. This facility operates 24 hours a day 365 days a year.

B. DESCRIPTION OF PHYSICIAN SERVICES

1. Provide medical examinations within forty-eight (48) hours of admission.
2. Provide routine medical treatment, emergency consultations, annual physical examinations on clients, and co-supervise hospital care as requested.
3. Provide other on-site requested or required medical services and adequately document all services rendered.
4. Provide required testimony if subpoenaed to testify in court or at a hearing regarding a client of the Center.

5. Other medical services as required will be timely provided.
6. Coverage shall be an On-call 24/7 operation and provide up to 2 hours of onsite medical services on Monday, Wednesday, and Friday.

C. EVALUATION REPORTING REQUIREMENTS

The Contractor shall submit to Genesee County monthly reports that indicate the status and effectiveness of activities performed as a result of this proposal. Pertinent medical data shall be collected and compiled on each client.

D. CLIENT RECORDS

For each eligible client served, the Contractor shall maintain client case records consisting of:

- Forms which certify eligibility
- Date of contact with client
- Problem identification
- Type of medical care provided
- Significant contacts with client and significant events
- Other material as may be specified by Genesee County

E. SERVICE DOCUMENTATION

The Contractor agrees to maintain program records and program statistical records, and to produce program narrative and statistical data at times prescribed by, and on forms furnished by, Genesee County.

F. REVIEW AND MONITORING OF REPORTS

The Contractor shall comply with all program and fiscal reporting procedures as are or may hereinafter be established by Genesee County. The Contractor shall also comply with all reporting procedures established by Genesee County in completion of monitoring and progress reports at time intervals and on forms, in formats, and by means specified by Genesee County. In particular, reports or billing documents denoting event dates shall record month, day, and year as specified by Genesee County. Any additional reports as deemed necessary by Department of Human Services (DHS) shall be made and submitted by the Contractor upon request.

G. EXAMINATION AND MAINTENANCE OF RECORDS

The Contractor shall permit Genesee County or any of its identified agents access to the facilities being used at any reasonable time to observe the operation of the program. Further, the Contractor shall retain all books, records, or other documents relevant to this Contract for six (6) years after final payment, at the contractor's cost, and Federal auditors and any persons duly authorized by Genesee County shall have full access to and the right to examine and audit any of said material during said period.

If an audit is initiated prior to the expiration of the six-year period and extends past that period, all documents shall be maintained until the audit is completed. Genesee County shall provide findings and recommendations of audits to the Contractor. Genesee County shall adjust future payments or final payment if the findings of an audit indicate over or under-payment to the Contractor in the period prior to the audit. If no payments are due and owing the Contractor, the Contractor shall immediately refund all amounts which may be due Genesee County. The Contractor shall assure, as a condition of any sale or transfer of ownership of the contractor agency, that the new purchasers or owner maintains the above-described books, records, or other documents for any unexpired portion of the six-year period after final payment under this Contract or the Contractor shall otherwise maintain said records as Genesee County may direct. The Contractor shall, if he ceases business operations, maintain the records as Genesee County may direct.

The Contractor shall, as a provision of the Agreement between the Contractor and the auditor, assure that the DHS may make reasonable inquiries of the auditor relating to audit work papers and, furthermore, that Genesee County may review the auditor's work papers in support of the audit.

H. FISCAL REQUIREMENTS

The Contractor shall maintain a record system that documents the total number of units of services as defined in this proposal and delivered during the term of this contract. These records shall also document the specific units billed to Genesee County under this contract. The Contractor shall also maintain detailed accounting records that establish the cost of providing the total number of units of service as well as those units billed to Genesee County under this contract.

I. PRICING

Pricing for this contract shall be a per visit charge, which is up to two hours, with additional time charged at a rate per additional 10 minutes. This will be a firm fixed price for the duration of the initial contract. Hours and services reported in this proposal are only approximate and could increase or decrease with no guarantees.

1. Rate Increases

The contractor may alter the hourly rate once in any twelve month period on sixty days written notice, after the initial 24 month contract period. The initial 24 month period commences on the effective date of the contract.

J. BILLING PROCEDURE

The Contractor shall submit a monthly statement of hours of medical service (to the nearest sixth of an hour) to Genesee County. The statement shall accurately represent the hours of service delivered, the reimbursement rate by type of service, the total amount being claimed and the number of clients served. The statement shall be submitted to Genesee County within thirty (30) days from the end of the monthly billing period. **For the month of September, billings shall be submitted as reasonably directed by the contract administrator to meet fiscal year end deadlines.** If the billing is not received as set forth above, no payment shall be made by Genesee County for that billing period unless an exception is specifically authorized by the director of the GVRC or his or her delegated representative. In no event shall Genesee County make payment to the Contractor for billings submitted more than ninety (90) days after the end of the billing period.

Genesee County shall make monthly payments to the Contractor approximately four weeks after receipt by Genesee County of the Contractor's monthly statement of expenditures.

K. CONFIDENTIALITY

The use or disclosure of information concerning juvenile inmates obtained in connection with the performance of this contract shall be restricted to purposes directly connected with the administration of the programs implemented by this contract.

L. CLOSEOUT

When this Contract is concluded or terminated, the Contractor shall provide Genesee County, within thirty days after conclusion or termination, with all financial, performance and other reports required as a condition of the contract. Genesee County shall make payments to the Contractor for allowable reimbursable costs not covered by previous payments. The Contractor shall immediately refund to Genesee County any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

QUALIFICATIONS OF THE SUCCESSFUL OFFEROR

In order to qualify for contract award, a proposer shall have the capability in all respects to perform the contract for physician services and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not be limited to the availability of the appropriate financial, material, equipment, facility, personnel, ability, and experience necessary to meet all contractual requirements. Include a narrative that addresses these qualifications in the submitted proposal.

Genesee County reserves the right to investigate the qualifications and experience of any prospective Contractor for the purpose of determining the ability of a prospective Contractor to provide the services as desired. The successful offeror/contractor shall have the following minimum qualifications:

1. **Core Competency:** The proposer must be organized for the purpose of providing health care services and be able to demonstrate quality care and presentation of Physician Services at GVRC as indicated in this solicitation.

The proposer must provide the following information:

- Education, include medical school and residency;
 - Experience in medical facilities;
 - Experience with adolescent residential facilities;
 - Licensure and board certification;
 - Skill inventory;
 - Continuing education credits, staff development programs(s), or special preparation; and
 - Current State of Michigan license.
2. **Years of Experience:** All proposers must list years of qualifying, direct experience, of Physician Services and have a minimum of **five (5) years** experience with proven effectiveness in Correctional (or related institutional) Health Care Services.
 - Describe the experience and success your organization has in providing similar services.
 - a. Include quantifiable outcomes which prove past effectiveness in providing services to the target (or similar) population group.
 - b. Staff Capability, attach resumes.
 - If your organization has not had experience providing services to people who have been incarcerated, describe the population groups you have served, and explain why the experience is relevant.
 - a. Include quantifiable outcomes which prove past effectiveness in providing services to the target (or similar) population group.
 - b. Staff Capability, attach resumes.
 3. **Ability to Set Up:** The Proposer must have a proven ability for a contract start-up within one month of contract award. Describe how the description of Physician Services, listed in Scope of Work, will be accomplished.
 4. **Professional Experience & Qualifications:** The Proposer must have qualified and trained staff with sufficient back-up personnel. The proposer's personnel and management to be utilized in the services required shall be knowledgeable in health care services with demonstrated expertise. The Proposer must have Central Office capability to supervise and monitor the program ensuring satisfactory provision of services. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.
 5. **Financial Stability:** Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation. A

credit check may be done by Genesee County. The Proposer must submit a certified copy of a current financial report of the company. If the company is a subsidiary or a division of a corporation, the relationship of the Proposer must be clearly delineated in the proposal.

6. **References:** The Proposer shall submit a list of three (3) references, including name of institution, address, contact person, email address and telephone number. A minimum of two (2) of these references must be correctional in nature. Genesee County reserves the right to obtain information regarding the ability of any prospective Contractor to perform and contact references. Such information shall be taken into consideration in evaluating proposals.

PROPOSAL REQUIREMENTS CONTENT/FORMAT

Qualified individuals or firms interested in providing the services described herein are required to submit a complete (responsive) proposal for consideration. The proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for rejection of proposal as non-responsive.

1. A copy of RFP #09-012 (Cover letter through page 31). Consisting of the following:
 - a. Completed Signature Page
 - b. Executed Bidder's Insurance Checklist
 - c. Completed Reference Page – A list of three references shall be included with the proposal that can attest to the proposer's qualifications to provide the services referenced in the Scope of Work consistent with the specifications included herein.
 - d. 2009 Certificate to do Business With Genesee County – (If you do not have a Certificate at the time of submission, include a letter indicating the date your company's Equity and Diversity Plan was submitted to the Genesee County Office of Equity and Diversity for review.)
 - e. Qualifications and Prior Experience – Provide a detailed narrative addressing all items listed under QUALIFICATIONS OF THE SUCCESSFUL OFFEROR.
 - f. Financial Cost Proposal

CONTRACT INFORMATION

See Attachment 1 for the Professional Services Contract.

EVALUATION, SELECTION, AND AWARD PROCEDURE

All proposals shall receive a fair and impartial evaluation by the Genesee County per the evaluation criteria stated below. Prior to the issuance of a contract, the apparent successful offeror and/or short listed qualified firms may be interviewed as a condition of contract award. All interviews will be scheduled by the GVRC Director. The GVRC Director shall make recommendation for contract award to the Genesee County Board of Commissioners.

I. EVALUATION CRITERIA

The RFP/Contract will be awarded to the offeror(s) who submitted the proposal that is most advantageous to the Genesee Valley Regional Center. All proposals will be evaluated based on the following criteria listed in order of importance.

1. Core competency and qualifications
2. Prior experience with Correctional (or related institutional) Health Care Services
3. Financial considerations and value to Genesee County including cost for any additional time and services requested
4. References
5. Responsiveness of Proposal

REFERENCES

RFP #09-012 PHYSICIAN SERVICES ON SITE AT GVRC

List 3 references

1. Company/Institution Name

Description of Services Provided

Address

Contact Name

Phone Number

E-mail Address

2. Company/Institution Name

Description of Services Provided

Address

Contact Name

Phone Number

E-mail Address

3. Company/Institution Name

Description of Services Provided

Address

Contact Name

Phone Number

E-mail Address

Submitted by: _____

ATTACHMENT 1 – PROFESSIONAL SERVICES CONTRACT

This Agreement for Professional Services (the “Agreement”) is made this ___ day of _____, 20___, 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 # 09-012 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 is effective upon approval by the Genesee County Board of Commissioners (the “Board”) and shall be effective for a two (2) year term (the “Initial Term”).

2.2 Extension Terms

The Board has the option to extend this Agreement for up to three (3) additional one year terms (the “Extension Terms”).

3. Purpose

Genesee County is requesting proposals to contract with a licensed physician to provide medical services for juveniles detained at the Genesee Valley Regional Center (herein referred to as GVRC) located at 4287 W. Pasadena Avenue, Flint, Michigan 48504. The GVRC provides secure residential detention for male and female juveniles 10 through 17 years of age who have been court ordered into secure detention. The average length of stay is one (1) month. This facility operates 24 hours a day 365 days a year.

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 the FINANCIAL COST PROPOSAL. The total amount paid to the Contractor shall not exceed \$_____. The Contractor must provide to the County monthly invoices

in a form acceptable to the County, along with any necessary supporting documentation such as reports and time sheets. The County will pay the Contractor within thirty (30) 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 GCPRC (the "Contract Administrator"). The contract administrator for this Agreement is GCPRC (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. **Reporting Requirements**

During the term of this Agreement, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

9. **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.

10. **Warranties and Indemnification**

The Contractor warrants that:

- 10.1 The Services will be performed in a good workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 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.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.
- 10.5 The Contractor will maintain a current Certificate To Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.
- 10.6 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 and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability arising out of the Contractor's breach of these warranties.

11. **Suspension of Work**

11.1 Order to Suspend Performance

Upon written order of the Director, 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 Director has directed that the Services be suspended.

11.2 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 Director of the nature of such harm, injury, or damage, and obtain the Director's written authorization to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Director pursuant to this paragraph are compensable.

12. **Termination**

12.1 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.

12.2 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.

12.3 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.

13. **Equipment Purchased with County Funds**

13.1 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.

13.2 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.

14. **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.

15. **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".

16. **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.

17. **Audit Rights**

17.1 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.

17.2 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.

17.3 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.

17.4 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.

18. Insurance Requirements

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Bidder's Insurance Checklist contained in RFP #09-012. Further the contractor shall keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy. The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified below, and including the County as an additional insured.

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 Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

20.2 No Assignment

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

20.3 Modification

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

20.4 Binding Effect

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

20.5 Headings

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

20.6 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement 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 Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

20.8 Interpretation

Each Party has had opportunity to have this Agreement 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 Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

20.9 Remedies

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

[SIGNATURE PAGE FOLLOWS]

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

CONTRACTOR NAME

GENESEE COUNTY

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Ted Henry
Chairman Genesee County Board of
Commissioners

Approved as to Form and Legality

By: _____
Genesee County Corporation Counsel

EXHIBIT A
Description of the Services

DESCRIPTION OF PHYSICIAN SERVICES

1. Provide medial examinations within forty-eight (48) hours of admission.
2. Provide routine medical treatment, emergency consultations, annual physical examinations on clients, and co-supervise hospital care as requested.
3. Provide other on-site requested or required medical services and adequately document all services rendered.
4. Provide required testimony if subpoenaed to testify in court or at a hearing regarding a client of the Center.
5. Other medical services as required will be timely provided.
6. Coverage shall be an On-call 24/7 operation and provide up to 2 hours of onsite medical services on Monday, Wednesday, and Friday.

EXHIBIT B

Reports Required from the Contractor

EXHIBIT C
Contractor's Projected Budget
Date to Date

ATTACHMENT 2 – MODEL EQUITY AND DIVERSITY PLAN

NOTE: This attachment is not part of RFP 09-012, it is provided as a convenience to any prospective offeror who may not yet have a current *Certificate To Do Business With Genesee County*. Each offeror must submit a Model Equity and Diversity plan, which once reviewed, by the Genesee County Office of Equity and Diversity Department, will issue a Current *Certificate To Do Business With Genesee County*. Genesee County utilizes these plans for informational purposes only. The content of any proposer's plan is not considered in either the evaluation of the proposal or the decision to award a contract to a specific vendor. For further information on this requirement, contact the Genesee County Office of Equity and Diversity, 1101 Beach Street, Room 343, Flint, Michigan 48502. Telephone 810-257-3028, Fax 810-768-7943.