

ISABELLA COUNTY REQUEST FOR PROPOSALS



Correctional Health Care Services

ISSUED BY ISABELLA COUNTY BOARD OF COMMISSIONERS

ISSUE DATE: Tuesday, July 7, 2020

DUE DATE OF PROPOSALS: Thursday, August 6, 2020 at 11:00 a.m.



ISABELLA COUNTY REQUEST FOR PROPOSALS CORRECTIONAL HEALTH CARE SERVICES

Isabella County issues this Request for Proposals (the “RFP”) to solicit proposals from qualified professional firms for the provision of correctional health care services. The County intends to enter into an agreement with the chosen firm for health care services for the inmate population who are under the care of the County.

To be considered, five (5) copies of a proposal must be received by the Jail Administrator at the Isabella County Sheriff’s Office, 207 Court Street, Mt. Pleasant, MI 48858 by 11:00 a.m. on August 6, 2020. In addition, a PDF copy is to be emailed to Deputy Administrator/Controller, Nicole F. Frost at nfrost@isbellacounty.org. Isabella County reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by County personnel as determined by the County Administrator/Controller, with final approval by the Board of Commissioners.

I. INTRODUCTION

1.1 Purpose

Isabella County is soliciting proposals from licensed, experienced, and knowledgeable firms and individuals to provide services related to correctional health care services for the inmate population. Ideally, the correctional health care provider will provide high quality, cost-effective health care to the inmates of the Isabella County Correctional Facility, while using best practices and evidence-based medicine and providing a comprehensive approach to addressing the inmates’ healthcare needs.

The County’s selection process will rely on evaluations of the written responses to this RFP and any subsequent supplemental evaluation processes, such as requests for additional information, as may be undertaken by the County at its sole discretion.

The County reserves the right to accept or reject any or all proposals, and also the right to waive any formal defects in proposals when deemed in the best interest of the County. Further, the County reserves the right to accept a proposal higher in price than the lowest proposal, and to negotiate with any respondent concerning matters which the County determines require clarification or changes not in conformity with the specific requirements set forth herein.

1.2 Background

The County operates a correctional facility with a capacity of 196 inmates. Under the provisions of the Michigan Constitution, the correctional facility is operated under the authority of the Isabella County Sheriff. Proposers will be expected to provide the following services as part of the correctional health care services program:

A. Health Appraisals

A health appraisal examination must be completed by a qualified health care professional for each inmate within five (5) days after arrival at the Isabella County Correctional Facility.

B. Sick Call

Sick call shall be held on a regularly scheduled basis one day a week by a licensed physician. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement.

C. Triaging of Complaints

Health complaints from inmates must be processed at least daily by qualified health care personnel.

D. Specialty Services of Care

Health Care Provider and County recognize the security risk, as well as the cost involved when transporting inmates off-site for specialty services. In order to reduce both risk and cost, Health Care Provider will arrange for specialty clinics to be conducted on site at the Isabella County Correctional Facility when reasonably possible. If these clinics cannot be conducted on-site, the Health Care Provider and the County (or the designee of either), when deemed necessary, shall make arrangements for the transportation and care of inmates at the Health Care Provider of another mutually accepted medical care facility or specialty clinic. The name and location of such facilities, and dates and times of appointments, will not be divulged to inmates, their family or friends or others for security purposes.

The Health Care Provider will attempt to arrange hospital rooms that are secure for prisoners separate from hospital patients. The Health Care Provider will develop policies and procedures with outpatient providers.

E. Emergency Services and Treatment

Emergency treatment will be provided by medical staff when appropriate through predetermined arrangements with the Health Care Provider.

The Health Care Provider will provide the following:

1. In-service education on first aid and emergency procedures;
2. Written policies and procedures concerning emergency transfer and transportation of inmates;
3. Arrangements for emergency on-call twenty-four (24) hour physician;
4. Coordination with Jail staff for arrangements when the immediate transfer of an inmate is required by ambulance or other vehicle;
5. Cardiopulmonary Resuscitation (CPR) Basic Training and first respondent first aid for all Isabella County Correctional Facility staff members; and
6. Treatment for visitors and staff consisting of stabilization and referral to personal physician or local hospital.

F. Ancillary Services

Health Care Provider shall be responsible for the provision of all laboratories, x-ray, ambulance and other ancillary services as required and indicated. Health Care Provider is required to report and comply with all CDC reportable diseases and to comply with hazardous waste removal protocol.

G. Dental Care

Dental services shall be provided to Isabella County Inmates. Arrangements for dental services shall be made by the Health Care Provider. Dental treatment shall not be limited to extractions when the health of the inmate would otherwise be adversely affected as determined by the dentist.

H. Laboratory and Radiological Services

For diagnostic purposes, Health Care Provider will be responsible for collecting specimens and coordinating necessary laboratory work. Health Care Provider will coordinate and monitor all laboratory tests.

Apart from diagnostic laboratory testing, Health Care Provider shall provide services such as drawing blood specimens from consenting inmates as requested by the County or from inmates pursuant to Court Order in compliance with "Chain of Evidence" requirements.

Radiology requirements will be provided by the Health Care Provider or a referral laboratory.

I. Medical Records

Health Care Provider shall maintain medical records for Isabella County Inmates in compliance with HIPAA guidelines.

Medical records will be consistent with state and federal guidelines to maintain health professional/patient relationship confidentiality. The medical record shall be maintained separately from the individual's confinement record. Medical records, including a patient's diagnosis or condition, will not be released to any person without proper authorization. Health Care Provider will also establish a policy regarding the transfer of health records.

Informed consent procedures shall comply with applicable law. Forms for consent and refusal of treatment will be provided by the Health Care Provider staff when necessary, the signature of the patient shall be obtained, and the form placed in the inmate's medical record.

J. Pharmaceutical and Medical Supplies

All writing of prescription and non-prescription medications, medical supplies, forms, office supplies, medical records, supplies, books and periodicals will be the responsibility of the Health Care Provider.

The Health Care provider will provide a Registered Nurse to execute and manage medication packaging. This task requires the RN to manage the preparation of medications for their later distribution to inmates by staff of the correctional facility. The Health Care Provider shall assume no responsibility for services beyond the specified coordination and/or preparation of inmate medications. The Health Care Provider shall maintain a resource document that includes information about all medications distributed to inmates. Drug information fact sheets, as provided by the pharmacy, shall be placed in a designated binder at the correctional facility for official reference.

K. Special Medical Program

For inmates with special medical conditions requiring close medical supervision, including

chronic and convalescent care, diet, etc., a written individualized treatment plan shall be developed by the responsible physician. The plan should include direction to health care and other personnel regarding their roles in the care and supervision of the patient. Health care counseling such as pre-and post-HIV testing will be performed by certified counselors of the Health Care Provider.

L. Mental Health Program

The Health Care Provider will coordinate mental health services with Isabella County Community Mental Health or the inmate's existing mental health provider. The Health Care Provider will be responsible to provide mental health services to inmates that do not qualify for services through CMH. This care shall include and is not limited to crisis intervention, suicide prevention, counseling, medication review and administration of psychotropic medications. Mental health care shall be coordinated with health care staff. The Health Care Provider shall provide up to twenty (20) hours of mental health services per week. Additional hours of mental health services can be billed with the prior approval of the Jail Administrator on a case by case basis.

M. Administration

Health care services shall be the responsibility of the Health Care Provider and where provided by law, a physician provided by the Health Care Provider.

The Health Care Provider shall be responsible for planning, implementing, directing and controlling operational functions of health care services of the Isabella County Corrections Facility. Health care services including coordinating information between health care providers and the Isabella County Corrections officials, recruiting, orienting and scheduling all medical personnel and assisting in arranging in-service training sessions will also be the responsibility of the Health Care Provider in conjunction with the Isabella County Correctional officials.

N. Maintain a System of Accounting for Services Rendered

The provider shall prepare a monthly invoice for services rendered under any agreement that may result from this RFP.

Isabella County will provide locked medication carts and other supplies deemed appropriate and approved by the Jail Administrator and in consultation with the service provider. Isabella County will also assure that the prescription medications which are prepackaged by the service provider are distributed to inmates in a timely manner according to the orders of the Health Care Provider. Medications prescribed by a Health Care Provider for an inmate between visits by the service provider will be the responsibility of the Isabella County Corrections Facility.

The service provider will be responsible for communicating issues related to the proper and safe packaging of medication to the Jail Administrator, Undersheriff, Sheriff, or other County personnel as necessary.

1.3 Objective

Scope of Services

Proposals for correctional health care services should address the following objectives, and define the annual cost of these services, which are not necessarily all-inclusive:

1. The primary objective of the work resulting from this RFP is to define the parameters for providing health care services for inmates in the Isabella County Correctional Facility, and to define the cost of these services.
2. The correctional health care services must be fully compliant with the Americans with Disabilities Act (ADA) and specifically as it relates to governmental services.
3. The proposal shall include the procedure to be used for testing and validation of the correctional health care services prior to its final endorsement.
4. The proposal shall include a description of any training materials that will be provided to the County for use by end users of the correctional health care services.

Scheduling

The absolute deadline for start of the correctional health care services is October 1, 2020.

Therefore, the proposing and successful firm will be required to demonstrate through its proposal and finalizing discussion, that it has a timeline for a plan of action that will assuredly allocate the necessary resources of the firm to respond with correctional health care services to the County by that date.

Exit Conference

The successful firm shall hold an exit conference with appropriate County officials and may be required to make a presentation of the proposed correctional health care services and associated functionality to the Isabella County Board of Commissioners.

Additional Consultation

From time to time County staff may find it necessary to consult with the successful firm on future issues related to the correctional health care services. The proposal will include an outline of how this occasional consultation will be handled in regard to charges.

Contract Amount

It is agreed between the County and the successful firm that in consideration for the firm's full and complete performance hereunder, the County shall pay to the successful firm the fees as detailed in the successful proposal for the services, as proposed by the firm and as accepted by the County. The final amount of fees shall be based upon actual services performed as approved by the County Administrator/Controller.

Term

This Agreement for services shall run for the length of the project(s) undertaken by the successful firm unless otherwise terminated by the firm and/or the County upon 30 days' written notice to the other party, provided, however, that the benefits to either party hereto afforded by the terms and conditions of said Agreement shall inure to each party in perpetuity, including surviving any termination of said Agreement by either party.

Performance Requirements

The successful firm will perform all services under this Agreement in a timely and professional manner, using the customary level of care suitable for the services performed and in compliance with all applicable laws, rules, and regulations. All services performed under this Agreement are subject to the County's continuing rights of review, inspection, and approval.

1.4 Minimum Qualifications

Proposals will be considered from firms who:

1. Are licensed to do business in the State of Michigan.
2. Possess the necessary qualifications and competencies to perform the work proposed.
3. Employ key staff that will be assigned to the County who have completed at least three (3) correctional health care projects of similar scope within the public sector and be able to provide references from at least three (3) municipal clients for which services were rendered.
4. Are able to provide staffing that includes Board Certified Physicians, Board Certified Dentists, Board Certified Psychologists, Board Certified Pharmacists (Including support staff for mental health, pharmacy and dentistry services) and at least one Registered Nurse (RN).
5. Demonstrate a capability to comply with privacy security in compliance with HIPAA, Michigan Department of Corrections, and other applicable state and federal regulations.

Firms that do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

1.5 Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding, as determined by the Isabella County Board of Commissioners.

1.6 Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin upon award of a contract. Submitted proposals should address a tentative time frame, including estimated project duration and timeline. The period of performance is tentatively scheduled to begin on or about October 1, 2020, and continue for a period of three (3) years.

II. GENERAL INFORMATION FOR CONTRACTORS

2.1 Project Administrator

The Jail Administrator is the sole point of contact for this procurement. All communication between prospective proposers and the County upon receipt of this RFP shall be with the Project Administrator, as follows:

Lt. Kevin F. Dush
Isabella County Sheriff's Office
207 Court Street
Mt. Pleasant, MI 48858

Telephone: (989) 779-3328
E-mail: kfdush@isabellacounty.org

Facsimile: (989) 774-9412

Any other communication will be considered unofficial and non-binding on the County. Communication directed to parties other than the Project Administrator may result in disqualification of the prospective proposer.

2.2 Estimated Schedule of Procurement Activities

Issue Request for Proposals	Tuesday, July 7, 2020
Mandatory pre-proposal meeting via Zoom Meeting (details below): Meeting ID#: 832 0986 9510 Password: 839863	Wednesday, July 15, 2020 At 10:00 a.m.
Proposals Due	By 11:00 a.m., Thursday, August 6, 2020

A mandatory pre-proposal meeting will be held on Wednesday, July 15, 2020 at 10:00 a.m. via Zoom. This meeting will be the only opportunity for prospective proposers to ask questions regarding proposals.

Zoom Meeting Details:

Topic: **Isabella County Correctional Health Care Services RFP Meeting**
Time: **July 15, 2020 10:00 AM Eastern Time (US and Canada)**

Join Zoom Meeting

<https://us02web.zoom.us/j/83209869510?pwd=RFNERzhKeU54OVhobkxmaE5wWFA1QT09>

Meeting ID: 832 0986 9510
Password: 839863

One tap mobile
+13017158592,,83209869510# US (Germantown)
+13126266799,,83209869510# US (Chicago)

Dial by your location
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)

Meeting ID: 832 0986 9510
Find your local number: <https://us02web.zoom.us/u/kEOaUgYSu>

Response to this Request for Proposal is due at the Isabella County Sheriff’s Office, 207 Court Street, Mt. Pleasant, MI 48858 no later than 11:00 a.m., Thursday, August 6, 2020.

2.3 Submission of Proposals

Responding agencies are required to submit five (5) copies of their proposal. Each copy of the proposal should be bound or contained in a single volume. All documentation submitted with the proposal should be contained in that single volume. The proposal, whether mailed or hand

delivered, must arrive at the Isabella County Sheriff's Office, 207 Court Street, Mt. Pleasant, MI 48858 by 11:00 a.m. on Thursday, August 6, 2020. In addition, a PDF copy is to be emailed by the above stated deadline to the Deputy Administrator/Controller, Nicole F. Frost at nfrost@isabellacounty.org.

The five (5) hard copy proposals are to be sent to the Isabella County Sheriff's Office at the address noted in Section 2.2, above. The envelope submitted should be clearly marked ISABELLA COUNTY CORRECTIONAL HEALTH CARE SERVICES PROPOSAL and addressed to the attention of the Jail Administrator.

Proposers who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals at the Sheriff's Office. Respondents assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service. ***Proposals may not be transmitted using electronic media such as facsimile transmission or electronic mail only.***

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of Isabella County and will not be returned.

Respondents are requested to be brief in response. The inclusion of extraneous information beyond the description of service and project approach is discouraged.

2.4 Proprietary Information and Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of Isabella County. All proposals received shall remain confidential until the deadline for submission of proposals has expired, as defined by Michigan statute (MCL 15.243(1)(i)), the Freedom of Information Act.

2.5 Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be reduced to writing and submitted to all prospective proposers known to the County. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP and will be provided to prospective proposers.

The County reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6 Acceptance Period

Proposals must provide one hundred twenty (120) days for acceptance by the County from the due date for receipt of proposals.

2.7 Responsiveness

All proposals will be reviewed for responsiveness by the Administrator/Controller's Office and the Project Administrator to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The County also reserves the right, at its sole discretion, to waive minor administrative irregularities.

2.8 Most Favorable Terms

The County reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the respondent can propose. The County does reserve the right to contact a respondent for clarification of its proposal.

The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some of, or the entire, Respondent proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the County.

2.9 Costs of Proposal

The County will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conducting of a presentation, or any other activities related to responding to this RFP.

2.10 No Obligation Contract

This RFP does not obligate the Isabella County Board of Commissioners to award a contract for services specified herein.

2.11 Rejection of Proposals

The County reserves the right at its sole discretion to reject any and all proposals received without penalty and to not issue a contract as a result of this RFP.

2.12 Failure to Comply

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

2.13 Commitment of Funds

The Board of Commissioners or its delegate(s) are the only individuals who may legally commit the County to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.14 Signatures

The Letter of Submittal and the Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

2.15 Iran Linked Business

The Respondent must certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran linked business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (MCL

129.311 et seq.). The Respondent shall not become an “Iran linked business” during the term of the contract.

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

2.16 Fair Employment Practices

In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to the Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220) the Contractor agrees that he will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment or hire because of his or her religion, race, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual’s ability to perform the duties of a particular job or position. The Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

III. PROPOSAL CONTENT

Proposals must be submitted on eight and one-half by eleven (8½ x 11) inch paper, typed in Times New Roman twelve (12) point font, and separated into eight (8) major sections. The eight (8) major sections shall include:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A of this RFP)
2. Checklist for Responsiveness (Exhibit B of this RFP)
3. Detailed Correctional Health Care Services Proposal
4. Cost Proposal
5. Certificate of Compliance with Public Act 517 of 2012 (Exhibit C of this RFP)
6. Request for Taxpayer Identification Number and Certification (IRS Form W-9)
7. References (at least three (3) of similar size and complexity)
8. Performance Bond and Payment Bond, if required

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Respondent in preparing a thorough response.

3.1 Letter of Submittal

The Letter of Submittal, the attached Certifications and Assurances form (See Exhibit A), and all RFP amendments must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship or their designee. Along with

introductory remarks, the Letter of Submittal is to include by attachment the following information about the Respondent and any proposed subcontractors:

1. Names, addresses, telephone numbers, e-mail addresses, and fax numbers of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer(s) (President, Vice President, and Treasurer, etc.).
3. Legal status of the Respondent (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number.
5. Location of the firm/office from which the Respondent would operate.
6. Identify any Isabella County employees or former County employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Respondent's organization. If following a review of this information, it is determined by the County that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of a contract.
7. An expression of the firm's capabilities and experience for the correctional health care services including a brief statement of the proposer's understanding of the work to be done and no less than three (3) municipal references that demonstrate the firm's pertinent competencies.
8. Firm's qualifications including names, educational, and experience backgrounds of pertinent team members who will be responsible for the correctional health care services.
9. An indication of the type, number, and previous experience of staff you feel would be assigned to the County's project. Identification and a resume of the person who would be in charge of and others to be involved in the project.
10. A work plan to include time estimates for each significant segment of the work and the staff level to be assigned, including the target date for completion, training and final execution and/or installation.

3.2 Specifications

Firms submitting proposals shall:

1. Be authorized to do business in the State of Michigan.
2. Have a favorable business reputation.
3. Have a sound financial condition.
4. Possess and demonstrate the ability and capacity to fully execute the services herein solicited.
5. Spend the necessary time to understand the extent and complexities of the County of Isabella as it relates to the correctional health care services being truly representative of the County.

The firm selected will be an independent contractor and not an agent of the County. The contractor will be the sole employer of all persons used in the correctional health care services and will accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the contract, as well as for any claims made by or on behalf of the contractor's agents, servants, and employees arising out of their employment or work pertaining to the operation of the contract.

The County reserves the right to reject any or all proposals or to waive any irregularities in proposals.

3.3 References

List names, addresses, telephone numbers, e-mail addresses, fax numbers, and website addresses of at least three references for whom similar work for a municipality has been accomplished and briefly describe the type of service provided. The Respondent must grant permission to the County to contact

the references. Do not include current Isabella County staff as references.

3.4 Related Information

1. If the Respondent or any subcontractor contracted with Isabella County during the past twenty-four (24) months, provide a project description and/or other information available to identify the contract.
2. If the Respondent's staff or subcontractor's staff was an employee of Isabella County during the past twenty-four (24) months, or is currently an Isabella County employee, identify the individual by name, the department previously or currently employed by, job title or position held and separation date.
3. If the Respondent has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Respondent's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Respondent in the past five years, so indicate.

3.5 Cost Proposal

The evaluation process is designed to award this procurement not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFP.

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Respondent is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract.

Costs for subcontractors are to be broken out separately.

IV. EVALUATION AND CONTRACT AWARD

4.1 Evaluation Procedure

This document is a Request for Proposal. It differs from a Request for Bid/Quote in that the County is seeking a solution not a bid/quote for the lowest price. As such, the lowest price proposal will not guarantee an award. Proposals will be evaluated based around features of service, qualifications, experience, timeliness, technical competence, staff expertise and longevity, experience with similar projects, demonstrated timeliness in meeting deadlines, responsiveness to client needs, competitiveness of proposed fees, and what is determined by the Isabella County Board of Commissioners to be the best solution for the County.

The County may select a limited number of respondents with whom to schedule interviews. Recommendation for a selection will be made to the Isabella County Board of Commissioners and final approval lies with the Commission.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. All proposals received by the stated deadline will be reviewed by

the Administrator/Controller's Office and the Project Administrator to ensure that Respondents meet all minimum requirements. Respondents that fail to meet stated qualifications or any proposal that does not contain all of the required information will be rejected as non-responsive.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL
FAILURE TO SUBMIT THIS COMPLETED FORM MAY
RESULT IN DISQUALIFICATION

Firm Name: _____

I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of one hundred twenty (120) days following receipt, and it may be accepted by Isabella County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred twenty (120) day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of Isabella County whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that Isabella County will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Isabella County, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.
6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents.
8. I/we acknowledge communication of any kind regarding my/our proposal directed to parties other than the County Administrator/Controller may result in my/our disqualification.
9. I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.
10. I/we certify that I/we shall procure and maintain Workers' Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan during the duration of this prospective contract.
11. I/we certify that I/we shall procure and maintain Professional Liability Insurance (errors and omissions) with limits of liability of not less than \$1,000,000 per claim and aggregate during the duration of, and a minimum of three (3) years beyond the completion of, this proposed contract.

12. I/we certify that I/we shall procure and maintain Comprehensive General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, covering Personal Injury, Bodily Injury and Property Damage during the duration of this prospective contract.
13. I/we certify that I/we shall procure and maintain Motor Vehicle Liability Insurance, including applicable Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage during the duration of this prospective contract.
14. I/we certify that the General Liability Insurance and the Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be “Additional Insureds”: Isabella County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof during the duration of this prospective contract.
15. I/we certify that the Workers’ Compensation Insurance, General Liability Insurance and the Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: Thirty (30) days advance written notice of cancellation or non-renewal shall be sent to: Isabella County Administrator/Controller’s Office, 200 N. Main Street, Suite 205, Mt. Pleasant, MI 48858.

Signature

Date

Title

EXHIBIT B
CHECKLIST FOR RESPONSIVENESS

_____ Proposal was submitted on or before Thursday, August 6, 2020 at 11:00am.

_____ Required number of proposal copies were submitted.

_____ Proposal was formatted into eight major sections: Letter of Submittal, including signed Certifications and Assurances; Checklist for Responsiveness; Detailed Correctional Health Care Services Proposal; Cost Proposal; Certificate of Compliance with Public Act 517 of 2012; Request for Taxpayer Identification Number and Certification; References; and Performance Bond and Payment Bond, if required.

_____ Respondent meets the following qualifications:

1. Licensed to do business in the State of Michigan.
2. Will comply with the Certifications and Assurances set forth in Exhibit A.
3. Are able to provide staffing that includes Board certified Physicians, Board certified Dentists, Board certified Psychologists, Board certified Pharmacists, (Including support staff for mental health, pharmacy and dentistry services) and at least one Registered Nurse (RN).
4. Demonstrate a capability to comply with privacy security in compliance with HIPPA, Michigan Department of Corrections, and other applicable state and federal regulations.
5. Submit proposals as specified in this RFP.

_____ Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the sole proprietor of a sole proprietorship.

_____ At least three (3) references from three (3) clients have been provided.

**** PLEASE NOTE:** Respondent is required to complete this checklist and include it with their proposal. "Yes" answers must be given to each element above for the proposal to be considered responsive.

EXHIBIT C
CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012

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

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

(Name of Company)

By: _____

Date: _____

Title: _____

Subscribed to and sworn before me,
a Notary Public, on this ____ day of _____, 20__.

_____, Notary Public
_____, County, State of _____
Acting in _____ County, _____
My Commission Expires: _____