

MUSKEGON COUNTY

M I C H I G A N

BOARD OF
COMMISSIONERS

May 26, 2011

Kenneth Mahoney
Chair, District 1

SPECIALIZED RESIDENTIAL SERVICES
REQUEST FOR PROPOSALS
RFP 11-1905

I. John Snider II
Vice Chair, District 3

Lew Collins
District 6

Benjamin E. Cross
District 10

Vendor _____

James J. Derezinski
District 4

Marvin R. Engle
District 5

Alan Jagar
District 2

The Muskegon County Board of Commissioners invites your proposal on Specialized Residential Services for the Muskegon County Community Mental Health Department. A set of conditions and specifications/requirements are enclosed.

Anthony T. Longmire
District 8

Scott Plummer
District 7

Proposals are due in the Muskegon County Purchasing Office, Central Services Building, 1st Floor, 141 E. Apple Avenue, East Entrance, Muskegon, MI 49442, no later than 3:00 P.M. prevailing time, Monday, June 13, 2011.

Robert Scolnik
District 11

Rillastine R. Wilkins
District 9

A Non-Mandatory Pre-Proposal Meeting will be held on Wednesday, June 1, 2011 at 12:30 P.M. at Muskegon County Community Mental Health at 376 E. Apple Avenue, Muskegon, MI 49442. Please meet in the lobby. Following the meeting will be a tour of the home located at 1465 Marcoux, Muskegon, MI 49442.

Any questions should be submitted by Tuesday, May 31, 2011 by 5:00 P.M. to Bruce Dach, Contract Specialist at dach@cmhs.co.muskegon.mi.us. An addendum presenting all questions and answers will be issued by Tuesday, June 7, 2011.

The time of receipt shall be determined by the time clock stamp in the Purchasing Office. Bidders are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.

No late proposals will be accepted.

Heath Kaplan
Director of Finance & Management Services

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SPECIALIZED RESIDENTIAL SERVICES
REQUEST FOR PROPOSALS
RFP 11-1905

The Muskegon County Board of Commissioners invites your proposal on Specialized Residential Services for the Muskegon County Community Mental Health Department.

Proposal request forms are available on the Muskegon County Purchasing web site at www.co.muskegon.mi.us/financeandmgt/pur_cs.htm or at the Muskegon County Purchasing Office, Central Services Building, 1st Floor, 141 E. Apple Avenue, East Entrance, Muskegon, MI 49442. Proposals are due in the Purchasing Office, no later than 3:00 P.M., prevailing time, Monday, June 13, 2011.

A Non-Mandatory Pre-Proposal Meeting will be held on Wednesday, June 1, 2011 at 12:30 P.M. at Muskegon County Community Mental Health at 376 E. Apple Avenue, Muskegon, MI 49442. Please meet in the lobby. Following the meeting will be a tour of the home located at 1465 Marcoux, Muskegon, MI 49442.

No late proposals will be accepted. The Board reserves the right to accept or reject any or all proposals, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Subpart A, 60-I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.

Heath Kaplan
Director of Finance & Management Services

PROPOSAL CERTIFICATION / NON-COLLUSION AFFIDAVIT

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service, that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law, and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this proposal, all specifications as stated, all bid prices and certify that I am authorized to sign for the bidder.

Vendor: _____

Street Address: _____

City/State/Zip Code: _____

Phone No.: _____

Fax No.: _____

E-mail: _____

Web Site: _____

Signature: _____

Signer's Name Printed: _____

Signer's Title: _____

Date Signed: _____

This Proposal Summary Page with Additional Requests Must Be Submitted in a Separate Sealed Envelope

PROPOSAL SUMMARY

All cost (including shipping, handling and all other costs) must be included in the total proposal price.

Bidders are to submit prices on the lines (spaces) provided below. Every line (space) must contain a figure, zero (0) or line (-). Failure to complete the proposal summary as stated above shall be cause for rejection of proposal. (Remember to double check your addition, subtraction and multiplication.)

Proposed Per Diem Rate - Person Care	\$ _____
- Community Living Supports	\$ _____
- Room and Board	\$ _____
TOTAL PER DIEM RATE	\$ _____

Additional Requests To Be Included With Proposal Summary:

Complete Formula Used to Determine Per Diem	_____
Proposed Budget for Home	_____
Narrative of Budget Being Submitted	_____

ADDENDA SUMMARY

Please initial below acknowledging receipt of any addenda (give number and date of each).
If none were received, please indicate this as well.

Addendum Number	Addendum Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Name: _____

Signature: _____

Printed Name: _____

PROPOSAL CONDITIONS/INSTRUCTIONS TO BIDDERS

These conditions are an integral part of this proposal, and the vendor must comply with them.

1. Proposal Submittals

Vendor must bid on this form and as requested. **Vendor must submit five (5) copies of Proposal; One (1) copy marked “Original” and four (4) copies marked “Copy”.** Vendor should make copy of proposal for his or her file. The vendor’s name and address must appear on the outside of the envelope. **The proposal must be sealed.** If the proposal was downloaded from the internet, the vendor must clearly write the proposal name and number on the outside of the envelope along with the vendor’s business name.

2. All cost (including shipping, handling and all other costs) must be included in the total proposal price as stated on the Proposal Summary page.

Bidders are to submit prices on the lines (spaces) provided on the Proposal Summary page(s). Every line (space) must contain a numeric figure, zero (0) or line (-). Failure to complete the proposal summary as stated above shall be cause for rejection of proposal. (Remember to double check your addition, subtraction and multiplication.)

3. Delivery Date

The delivery time or completion date, as stated in the proposal form, shall be the time required to deliver and complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a proposal request, the bidder/offeror shall, unless otherwise stated by the County, show the delivery time for each item separately.

State anticipated delivery date _____ .

All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

4. Invoices and Payment Terms

Invoices are to be mailed to the County department on the resulting purchase order. All invoices must include the purchase order number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payments within not less than ten (10) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.

State terms of sale _____ . (For example: Net 30 Days, 2% 10 Days, etc.)

5. State the maximum time this proposal will be in force _____ (Minimum 90 Days).

6. Specification Inquiries

If there are any questions concerning the specifications contained in this Proposal Request, please contact Bruce Dach, Contract Specialist at dach@cmhs.co.muskegon.mi.us. Any questions should be submitted by Tuesday, May 31, 2011 by 5:00 P.M. An addendum presenting all questions and answers will be issued by Tuesday, June 7, 2011.

7. Proposal Procedure Inquiries
If there are any questions regarding proposal procedures, please contact the Purchasing Office at 231-724-6281 and/or purchasing@co.muskegon.mi.us .
8. State manufacturer name and number where requested.
9. Brochures and Literature
Enclose brochure(s) with proposal, if available.
10. Vendor Samples
Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the vendor at the vendor's expense. Samples of selected items may be retained for comparison purposes.
11. Insurance Requirements
The vendor should enclose with his or her proposal an insurance certificate indicating the insurance coverage stated under "County of Muskegon Insurance Requirements" section of this proposal. This must be furnished before the awarding of the proposal and before the signing of any County/contractor agreements and/or work performed by the vendor.
12. Commission Privilege
The Board of Commissioners reserves the right to accept or reject any or all proposals, reserves all rights granted to it by law, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon.
13. Legal Requirements
Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of proposal and disputes about proposals. Lack of knowledge by a vendor about applicable law is not a defense.
14. Forum Selection
Any litigation regarding the agreement or its contents shall be filed in the County of Muskegon, if in a State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.
15. Execution of Counterparts
The agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed; shall together constitute one and the same instrument.
16. Entire Agreement
The final agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to the agreement and by no other means. Each party waives their future right to claim, contest or assert that the agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

17. Bidder/Offerer Representation
Each bidder/offerer must sign the proposal with his/her usual signature and shall give his/her full business address on the form provided in this proposal.

Proposals by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind it in the matter.

18. Subcontracting
No portion of this proposal may be subcontracted without the prior written approval by the County. It may be in the best interest of the awardee to subcontract some parts of any given job; however, the contractor will be held responsible by the County for the quality, delivery and all terms and conditions of this proposal.

19. Assignment
Any purchase order awarded shall not be assignable by the vendor without the express written approval of the County and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

20. Civil Rights
A. The Vendor assures that in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86, and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this Vendor.

Assurance is given to County that good faith efforts will be made to identify and encourage the participation of minority, women and handicapper owned businesses in contract solicitations. The vendor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority, women, and handicapper owned business in subcontracting; and (2) making discrimination a material breach of contract.

B. The Vendor assures that it meets the requirements of the Americans with Disabilities Act, Public Law 101-336, enacted July 26, 1990.

C. The Vendor assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F.

21. Alternates & Deviations
Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your proposal.

Alternates must be placed on a separate sheet.

The decision of the County of Muskegon, acting through the Director of Finance & Management Services or his authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

22. Rejection of Proposal

Proposals may be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of Proposal.

23. Proposal Evaluation and Award

The evaluation and award of this proposal shall be based on a combination of factors, including, but not limited to the following: cost, experience, expertise, understanding of and ability to deliver services, accreditation and quality management.

24. Bidder/Offeror Qualifications

No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the County upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, bidders/offers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the Specifications.

25. Vendor/Bidder Complaints or Protests

The County of Muskegon has established administrative procedures for handling vendor's complaints in a fair and timely manner. Vendors should observe the following steps in order to file complaints:

Step 1

The vendor must contact the Director of Finance & Management Services within seven (7) days of the incident about which he or she has a complaint. The Director of Finance & Management Services may request the vendor to present the complaint in writing if it is serious and/or the vendor is requesting a delay of the purchase award.

The Director of Finance & Management Services will investigate the complaint and review all findings with the County Administrator. The Director of Finance & Management Services will reply verbally or in writing to the vendor after discussion with the County Administrator.

Step 2

If the vendor is dissatisfied with the Director of Finance & Management Services reply, an appeal must be made in writing within seven (7) days to the County Administrator or the Muskegon County Board of Commissioners.

26. Material Safety Data Sheet

Each vendor shall provide the County of Muskegon with a complete copy of the U.S. Department of Occupational Safety and Health Administration, Material Safety Data Sheet, (Form OSHA-20) for each product you are using on this project, if hazardous materials are being used.

27. Errors/Omissions/Discrepancies
Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of the Director of Finance & Management Services as soon after discovery as possible. Further, the contractor and/or services provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.
28. Proposal Opening
Proposals will be opened and read publicly in the Muskegon County Purchasing Office, Central Services Building, 1st Floor, 141 E. Apple Avenue, East Entrance, Muskegon, MI at 3:00 P.M., prevailing time, Monday, June 13, 2011.
- No bid award will be made at the time of the opening.
29. Telegraphic/Electronic Proposal Submittal
Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines or electronic mail) are **NOT** acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
30. Proposal Changes
NO LATE PROPOSALS WILL BE ACCEPTED.
Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.
31. Purchase Order
A purchase order will be issued to the successful vendor after the proposal has been awarded by the Board. The County of Muskegon shall not be responsible for any goods delivered or services performed without a purchase order issued and signed by the Director of Finance & Management Services or an authorized representative.
32. Accelerated Pay Discounts
Accelerated discounts should be so stated on the proposal form. If quick pay discounts are offered, the County reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
33. Proposal Results
Vendors submitting proposals who wish to know the results before the award is made, may visit the web site at <http://www.co.muskegon.mi.us/financeandmgt/bidtabulations.cfm> , call the Muskegon County Purchasing Office at 231-724-6281 or visit the office. After the award is made, the proposal results will be posted on the Muskegon County Purchasing web site.
34. Taxes
Sales Tax: For purchases made directly by the County of Muskegon, the County is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for County Sales Tax will be furnished upon request.

Federal Excise Tax: The County of Muskegon may be exempt from Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this contract are used for the County's exclusive use. Certificates exclusive use is for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Codes, prices shall not include the Federal Excise Tax.

The County's Tax Exempt Certification is available for bidder viewing upon request. http://www.co.muskegon.mi.us/financeandmgt/pur_forms.htm
The County's Federal ID # is 38-6006063.

35. For the benefit of brevity, when the pronouns "he" or "his" / "she" or "her" are used, it is not intended to denote the gender of any person.
36. Exceptions
The bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the terms, conditions and specifications.
37. Brand Names
Unless otherwise specified, manufacturer's names, trade names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The vendor may offer any equivalent product which meets or exceeds the specifications. If proposals are based on equivalent products, the proposal must: a) indicate the alternate manufacturer's name and catalog number; b) include complete descriptive literature and/or specifications; c) include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If bidder fails to name a substitute, goods identical to the specified standard must be furnished.
38. Ownership and Use of Documents
 - a. All documents prepared in connection with this agreement will become the property of the County whether any project related to this agreement is executed or not.
 - b. The vendor will retain all of its records and supporting documentation relating to this agreement, and not delivered to the County, for a period of three years, except that in the event the vendor goes out of business during that period, it will turn over to the County all of its records relating to the project for retention by the County.
39. Termination for Convenience
Muskegon County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the vendor. Muskegon County shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid any amount which exceeds the price bid for the work performed. The vendor will not be reimbursed for any profits which may have been earned up to the date of termination.

40. Termination for Default
When the vendor has not performed or has unsatisfactorily performed the contract or in the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Muskegon County. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work.
41. Termination Due to Unavailability of Funds in Succeeding Fiscal Years
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the vendor shall be reimbursed for a reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.
42. Rights and Remedies of County for Default
If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
43. Avoidance of Conflict of Interest and Confidentiality
The contractor may provide consultation services to other government organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the contractor adheres to a set of principles that enables them to perform their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:
- a. Contractor will not discuss, distribute or use in any way the data or information acquired in the course of providing services to Muskegon County without prior approval by the county.
 - b. Contractor will not undertake a specific activity which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.
 - c. Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
44. Proposal conditions/instructions to bidders, specifications/requirements may become part of a contract for this product/service.

45. Freedom of Information Act
Proposals will be available for public inspection after the award announcement, except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A bidder's designation of material as confidential will not necessarily be conclusive and the bidder may be required to provide justification why such material should not be disclosed, on request, under the Michigan Freedom of Information Act.
46. Debarment
If a bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your proposal from consideration or termination of the purchase order, once awarded.
47. Bidder Registration
If the successful bidder is not registered with the County of Muskegon as a vendor, the bidder will be required to complete a vendor registration in order to be awarded the proposal. If the awarded bidder does not submit the completed registration to the Purchasing Office within 48 hours of its being notified of the award, the County may determine that the bidder shall be deemed not responsive and not be considered for an award. Please register at the following link: www.co.muskegon.mi.us/financeandmgt/pur_cs.htm .

If the vendor is a DBE (Disadvantaged Business Enterprise), the vendor is encouraged to complete the Unified Certification Application and become a certified vendor with the County of Muskegon.
48. Non-Mandatory Pre-Proposal Meeting
A Non-Mandatory Pre-Proposal Meeting will be held on Wednesday, June 1, 2011 at 12:30 P.M. at Muskegon County Community Mental Health at 376 E. Apple Avenue, Muskegon, MI 49442. Please meet in the lobby. Following the meeting will be a tour of the home located at 1465 Marcoux, Muskegon, MI 49442.

A representative from the bidder's company is not required to attend the non-mandatory pre-proposal meeting. Failure to attend the non-mandatory pre-proposal meeting will not result in the bidder being disqualified from bidding.
49. Cooperative Bidding
Various municipalities (consisting of the county, cities, townships and villages) along with other non-profit organizations located within the boundaries of Muskegon County, Michigan, have formed a cooperative purchasing group for the purpose of combining procurement of like commodities. It is requested that the vendor awarded the proposal extend to members of the group the same prices quoted in this proposal. Each individual participating member will place their own orders and be responsible for paying their own invoices.
50. Contract Renewal Option
The contract will be for a one (1) year period beginning with the date of October 1, 2011 with the option to renew for additional years at our discretion. This contract may be canceled by either party, without penalty, with thirty (30) days written notice of cancellation.

PROPOSAL SPECIFICATIONS

If there are any questions regarding the following specifications, please contact:

Bruce Dach, Contract Specialist at dach@cmhs.co.muskegon.mi.us

Any questions should be submitted by Tuesday, May 31, 2011 by 5:00 P.M. An addendum presenting all questions and answers will be issued by Tuesday, June 7, 2011.

PURPOSE AND SCOPE

These specifications cover the contract for Specialized Residential Services (i.e. Personal Care, Community Living Support, and Room and Board) to be provided for four (4) to six (6) individuals with co-occurring developmental disabilities and mental illness and with challenging behaviors in a licensed Adult Foster Care facility certified to provide specialized residential care services located at 1465 Marcoux, Muskegon, MI 49442. The individuals in this home have a high need for the structure, support, and supervision provided in a Specialized Residential setting. The home will be coed with 24-hour awake staff.

The specialized residential needs of these individuals can best be met by accredited providers who:

- ◆ Provide qualified and credentialed staff trained in the use of NAPPI, Gentle Teaching, Positive Behavior Supports, and Relationship Building in a number sufficient to fully implement the treatment plans for all residents in the home.
- ◆ Utilize flexibility in programming, and staffing patterns to minimize cost and staff turnover.
- ◆ Demonstrate implementing flexible, meaningful and creative community inclusion activities with residents, routine use of community resources to minimize the cost of care and to strengthen and support the integration of residents in the community.

The provider will:

- A. Be experienced in the concept and implementation of Gentle Teaching.
- B. Demonstrate evidence of successfully supporting individuals with co-occurring DD/MI conditions and challenging behaviors.
- C. Demonstrate evidence of implementing flexible, meaningful and creative community inclusion activities with residents.
- D. Demonstrate evidence of developing and implementing skill-building, job readiness, and/or recreational activities per the needs of the individual's Plan of Service.
- E. Demonstrate evidence of having implemented other behavioral treatment supports in a residential setting.
- F. Demonstrate evidence of having staff that are immediately responsive in a supportive and mentoring manner to helping residents learn more appropriate ways of interacting.

The successful bidder will provide staffing and administrative services necessary to run the day to day operation of the home and to implement service plans for all residents in the home. Community Mental Health Services of Muskegon County will ensure that treatment and support services such as (but not limited to) behavior plans, psychological testing, supports coordination and, supported employment will be available to all residents in the home as described in their individual service plans.

Placement and discharge of residents in the home will be at the sole discretion of Community Mental Health Services of Muskegon County.

General

In the following, Community Mental Health Services of Muskegon County will be referred to as “CMH” and the Provider as “Contractor.”

Responsibilities: The Contractor shall be in conformance with the general and specific requirements set forth in this Request for Proposal (RFP). All personnel, materials, services, and facilities necessary to perform the required service must be furnished by the Contractor unless otherwise specified.

Period of Contract: This contract will be for a one (1) year period beginning with the date of October 1, 2011. CMH reserves the right to renew this contract for additional years at its discretion.

Contract Cancellation: This contract may be canceled by either party, without penalty, with thirty (30) days written notice of cancellation.

Requirements

1. **Accreditation** - The Contractor must be accredited by JCAHO, CARF, or COA in the provision of residential services.
2. **Service Provision** – With respect to the provision of services, the Contractor will be expected to:
 - a. Obtain and maintain a license and certification to operate an Adult Foster Care Home Certified by the State of Michigan to provide Specialized Residential Care on the premises.
 - b. Provide properly credentialed staff sufficient to run the home and implement each individual resident’s Person-Centered Plan of Service (PCP).
 - c. Maintain a Treatment Model milieu in the home.
 - d. Provide any transportation required by residents of the home for treatment purposes which occur in the geographic area and is not reasonably provided by other sources/funding. The Contractor agrees the agency has no obligation for transportation costs not prior authorized by CMH.
 - e. Maintain on premises complete and current resident records and any other records required to document the delivery of each resident’s PCP including personal care services. All records required of the Contractor by CMH in the performance of this contract shall be maintained for seven (7) years.
 - f. Participate with CMH in a Person-Centered Planning process in accordance with Michigan Department of Community Health (MDCH) or CMH technical requirements.
3. **Home Maintenance** – With respect to maintenance of the home, the Contractor agrees:
 - a. To perform or have performed the repairs and seasonal maintenance specified in a contract and to notify CMH of needed repairs not covered by the contract for the home.
 - b. To utilize the seasonal maintenance schedule provided with the contract as a guide to access the need for maintenance performed/obtained for the home.

4. **Personnel** – With respect to personnel, the Contractor agrees:
 - a. To provide a minimum of one (1) – six (6) staff-to-client ratio, twenty-four (24) hours a day, seven (7) days a week.
 - b. To provide a sufficient number of qualified staff trained in NAPPI, Gentle Teaching, Positive Behavioral Support, and Relationship Building in the home at all times to fully implement the residents’ Plans of Service.
 - c. The Contractor rather than CMH is the sole employer and the sole supervisory authority of the staff that the Contractor employs in furtherance of the terms of this contract. Their agents and staff employed in furtherance of this contract shall meet all applicable licensure and/or certification rules and standards. All staff who work independently with the residents shall be fully qualified to do so.

5. **Standards** – The following is a list of standards that will be required of the Contractor upon award, but not limited to:
 - a. **Michigan Mental Health Code:** Act 258 of 1974 with all subsequent amendments, established to codify, revise, consolidate and classify the laws relating to mental health; to prescribe the powers and duties of certain State and local agencies and officials and certain private agencies and individuals; to regulate certain agencies and facilities providing mental health services; to provide for certain charges and fees; to establish civil admission procedures for individuals with mental illness or developmental disability; to establish guardianship procedures for individuals with developmental disabilities; to establish procedures regarding individuals with mental illness or developmental disability who are in the criminal justice system; to provide for penalties and remedies; to repeal acts and parts of acts.
 - b. **Person-Centered Planning:** The Michigan Mental Health Code establishes the right for all individuals to have their Individual Plan of Service developed through a person-centered planning process regardless of age, disability, or residential setting. In essence, this means that the individual will direct the treatment planning process with an emphasis on their expressed needs and desires. Professionally trained staff will facilitate the planning and delivery of mental health treatment and supports.
 - c. **Recipient Rights:** Based upon the public mental health’s obligation, under the Michigan Mental Health Code, is the assurance that an individual’s rights and responsibilities, as a citizen of the United States, the State of Michigan, and as a consumer of public mental health services, are protected and supported.
 - d. **Cultural Competency:** It is the policy of the CMH Board that all providers, whether facility, program, or individual shall assure that its network will create and maintain a secure delivery system which has assessed the special and cultural needs and preferences of its consumers.
 - e. **Level of Care Guidelines:** The Michigan Department of Community Health (MDCH) Service Selection Guidelines (SSGs) and Medical Necessity Criteria provide utilization management criteria for inpatient and partial hospitalization services. These guidelines are a framework for the determination of what conditions are appropriate for which service, at what level of intensity, and for what duration.

- f. **Health and Safety:** It is the policy of the CMH Board that all providers shall provide a safe, accessible, supportive, effective, and efficient environment for individuals served, staff members, and others in the organization.
- g. **Quality Improvement Guidelines:** The vendor shall have a fully operational quality improvement system in place, a description of which will be submitted with the RFP.

Evaluation Criteria

All proposals received will be evaluated on, but not limited to, the following criteria:

1. Cost - the per diem rate offered by the Bidder.
2. Experience – The Bidder’s history of working with the target population and providing the services requested.
3. Expertise – The education, experience, and qualifications of the Bidder’s staff being proposed to deliver the services requested.
4. Understanding of and ability to deliver the services requested – The completeness of the Bidder’s submission including the demonstration of their understanding of and their ability to deliver the services requested.
5. Accreditation and Quality Management– Documentation of the Bidder’s accreditation (including length of accreditation and any corrective actions required) for the type of service requested; Recipient Rights records, consumer satisfaction surveys and other indicators of the quality of services.

**SPECIALIZED RESIDENTIAL REQUEST FOR PROPOSAL
SUBMISSION REQUIREMENTS**

Specialized/Residential Services Request for Proposal (RFP) submission requirements – prospective providers responses should follow the outline below (Current Providers under contract with Community Mental Health Services of Muskegon County who have previously submitted any of the requested information as part of their annual network re-application may note “already on file” for the item in their response in lieu of resubmitting the specific information requested.):

A. RATE **Must be Included with the Proposal Summary Page in a Separate Sealed Envelope**

1. Proposed per diem rate for a bed in the home (broken out by Personal Care, Community Living Supports, and Room and Board rates).
2. Complete formula used to determine the per diem proposal.
3. Proposed budget for the home.
4. Narrative of the budget being submitted.

B. VENDOR DESCRIPTION

1. Formal name and address of organization.
2. Transmittal letter signed by the individual capable of binding the organization to the terms of the proposal. Letter must state the vendor’s understanding of the work to be done, commitment to perform the work in the specified time, and a statement that the proposal is a firm commitment to begin services on or before a certain date.
3. Copy of last Accreditation report including any plans of correction.
4. Incorporation status (i.e., 501C3, L.L.C., etc.).
5. Disclosure of any potential conflicts of interest.
6. Disclosure of any exclusion, debarment, malpractice or other lawsuit or action filed against the organization or any of its managers, administrators or other persons with an ownership or controlling interest in the organization for the last five (5) years.
7. Proof of insurance(s) (professional, general, and vehicle liability and worker’s compensation).
8. List of last five (5) years of substantiated Recipient Rights claims and corrective action taken.
9. Copies of policies of Recipient Rights, health and safety, cultural competency, person-centered planning, and appeals and grievance.
10. A description of your management information system.
11. A description of your compliance with HIPAA and Corporate Compliance regulations.

C. DEMONSTRATED COMPETENCE

1. Current programs being run by the Contractor.
2. Experience providing similar types of programs or services as those proposed.
3. Experience with the identified target population.
4. Experience developing and sustaining collaborative relationships with other relevant entities.
5. Experience in developing and implementing meaningful and creative community inclusion activities with residents.

C. DEMONSTRATED COMPETENCE (Continued)

6. Experience in developing and implementing Skill-Building, Job Readiness, and/or recreational activities per the individual residents Individual Plans of Service.
7. Experience providing Behavioral Treatment Supports to individual residents.
8. Ability to meet needs of special populations such as hearing and/or vision impaired.
9. Provide a minimum of three (3) of professional references.

D. ORGANIZATION AND MANAGEMENT

1. Organizational chart or administrative structure (proposed or current).
2. Key administrative staff to be involved in the proposed program/service with resume(s).

E. PROGRAM DESCRIPTION

1. Program/services to be provided in the home.
2. A list of proposed staff with resumes.
3. A description of Contractor's admission policies, i.e., does the Contractor have any admission limitations or exclusions.
4. A description of how the Contractor will provide transportation to residents in the home.
5. A description of how the Contractor will ensure the rights of recipients will be assured.
6. A description of how Contractor will ensure staff competency, supervision, and training.
7. A description of how Contractor will collect, maintain, and secure clinical and other records related to this contract.

F. PROPOSED STAFFING PATTERNS

1. Proposed staffing schedule for the home, including staff-to-client ratio in the home throughout the day for a typical week.
2. Staff qualifications:
 - a. Education.
 - b. Experience.
 - c. Certification/licensure.
3. Credentialing/privileging process.
4. Method to recruit and maintain staff.
5. General responsibilities for each position.
6. Current and proposed staff orientation, training and development, and plan.
7. Personnel policies related to hiring, i.e., criminal background and drivers license checks.
8. Performance appraisal process.

G. DESCRIBE HOW VENDOR UTILIZES COMMUNITY INVOLVEMENT AND CONSUMER INPUT/PARTICIPATION IN:

1. Policy development.
2. Development and planning.
3. Routine decision-making.

H. PERFORMANCE INDICATORS

1. Describe tools used/or plan to be used to measure quality inputs, outputs, and outcomes by the Contractor.
2. Summarize the results of data collected for the past five (5) years if available.
3. Describe the tools used or planned to be used to measure consumer services and satisfaction by the Contractor.
4. Summarize the results of data collected regarding consumer satisfaction for the past five (5) years if available.

I. FINANCIAL INFORMATION

Must be Included with the Proposal Summary Page in a Separate Sealed Envelope

1. Provide copies of the last one (1) to three (3) years of financial statements/audits; **or** (for individual small providers) a copy of a 1099 tax form and a copy of the most recent State financial solvency report.
2. Describe Contractor's ability for electronic billing.

J. PROPOSED TIME LINE

Include a proposed time line and narrative that describes how the bidder will obtain the necessary license and certification for the home and work with the current provider of services in the home to coordinate an orderly and efficient transfer of services in the home without interruption.

K. OTHER

Include any additional information about the organization that speaks to its effectiveness and efficiency in providing this program/services and any further planning issues.

REFERENCES

The vendor must furnish at least three (3) references from persons who can attest to the quality of similar prior work performed on similar projects:

1. Company Name: _____

 Street Address: _____

 City/State/Zip Code: _____

 Contact Person: _____

 Phone No.: _____

2. Company Name: _____

 Street Address: _____

 City/State/Zip Code: _____

 Contact Person: _____

 Phone No.: _____

3. Company Name: _____

 Street Address: _____

 City/State/Zip Code: _____

 Contact Person: _____

 Phone No.: _____

1. The foregoing policies shall be evidenced by a certificate of insurance acceptable to the County. Such certificate shall be issued by an insurance carrier with an A.M. Best rating of "A-" or better and delivered to the County prior to the performance of any services hereunder. Such insurance certificate shall provide that the coverages evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the County. Additional certificates, evidencing renewal of such policies during the time period they are required to be kept in effect, shall be delivered to the County no less than thirty (30) days prior to the expiration of the term of any required coverage.
2. Upon the request of the County, the Vendor shall deliver to the County copies of all policies listed in the foregoing paragraphs once a year, upon renewal, or upon procurement in the case of new or additional coverage, whichever occurs first. Claims-made policies shall not be acceptable to the County for any of the insurance coverages required herein, except for Professional Liability. Claims-made Professional Liability insurance coverage shall be kept in force for a period of six (6) years after the date of final completion of the project which is the subject of this Agreement, and a copy of such policy shall be delivered to the County at least once a year during the said six-year period. If the Professional Liability policy is canceled or not removed, the substitute policy shall have a commencement date retroactive to the date upon which the Vendor commenced performing its services under this Agreement.
3. The Vendor's indemnity obligation specified in Paragraph C of this Agreement shall not be negated or reduced by virtue of the denial of insurance coverage or refusal to defend the County for any occurrence or event which is subject to the said indemnity obligation.
4. Compliance by the Vendor with the requirements of this Article shall not relieve the Vendor from its indemnity obligation and liability pursuant to Paragraph C of this Agreement or any other liability to the County, whether specified in this Agreement or otherwise.
5. The Vendor agrees that the County shall have no responsibility to verify the Vendor's compliance with any insurance requirements contained in this Agreement or otherwise.
6. All notices, certificates, and policies referred to in this (Article, Section, Division, etc.) shall be sent to:

Muskegon County Purchasing
Central Services Building
141 E. Apple Avenue
Muskegon, MI 49442

C. HOLD HARMLESS AGREEMENT

All contracts must contain the following Hold Harmless Agreement:

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to,

C. HOLD HARMLESS AGREEMENT (Continued)

claims alleging or involving the negligence of the Vendor, its subcontractors, or the joint negligence of the Vendor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

D. SUBCONTRACTOR REQUIREMENTS

Vendor agrees to contractually obligate its subcontractors to indemnify the County in precise conformance to the terms of Vendor's obligation to indemnify the County pursuant to this Agreement.

The Vendor further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the Vendor pursuant to the terms and conditions of this Agreement.

E. CANCELLATION OR REDUCTION IN COVERAGE

Notice: In the event of a lapse or reduction in the required coverages, the Vendor shall cease operations and shall not resume operations until new insurance is in force.

NO BID RESPONSE FORM

**Muskegon County Purchasing
Central Services Building, 1st Floor
141 E. Apple Avenue, East Entrance
Muskegon, MI 49442
Fax Number: (231)724-6593**

Complete this form if you do not intend to respond to this request. Failure to do this may result in your firm being removed from our bid list for this commodity.

Bid Number: _____ **Opening Date:** _____

Name of Bid: _____

1. Specifications are too tight, i.e., geared toward one (1) brand or manufacturer only (Explain below). _____
2. Specifications are unclear (Explain below). _____
3. We are unable to meet specifications. _____
4. Insufficient time to respond. _____
5. Our schedule would not permit us to perform within the required time. _____
6. We are unable to meet bond requirements. _____
7. We are unable to meet insurance requirements. _____
8. We do not offer this product or service. _____
9. Remove us from your bidder's list for this particular commodity or service. _____
10. Keep our name on your bidder's list for future reference. _____
11. Other (Specify below). _____

REMARKS:

Company Name: _____ **Date:** _____

Signature: _____ **Printed Name & Title:** _____