



RFQu 062019

**BAY COUNTY EMPLOYEES' RETIREMENT SYSTEM
MEDICAL DIRECTOR - REBID**

Bay County Finance Department
Purchasing Division
On behalf of
Bay County Employees' Retirement System (BCERS)

**JAMES BARCIA
BAY COUNTY EXECUTIVE**

REQUEST FOR QUALIFICATIONS---THIS IS NOT AN OFFER

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO BE RETAINED ON OUR BIDDERS LIST

DATE OF REQUEST	APRIL 5, 2019
REFERENCE BID NUMBER	RFQu 062019
DEADLINE FOR VENDOR QUESTIONS	APRIL 15, 2019 5:00 PM
ADDENDUM ISSUED BY COUNTY	APRIL 17, 2019 5:00 PM
PROPOSED DATE/TIME REQUIRED	APRIL 25, 2019 11:00 A.M.
SUBMIT BID TO:	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION BAY COUNTY BUILDING 515 CENTER AVENUE 7 TH FLOOR BAY CITY, MI 48708-5128
MARK BID:	“BAY COUNTY EMPLOYEES’ RETIREMENT SYSTEM MEDICAL DIRECTOR - DELIVERY TO PURCHASING IMMEDIATELY”

The Bay County Employees’ Retirement System seeks to enter into a contract with a specialized health related service provider (Provider) to administer services in the disability determination process pursuant to the BCERS Ordinance.

The chosen physician shall serve as the Medical Director for the Bay County Employees’ Retirement System.

The Provider will be required to render independent medical evaluations of disability retiree applicants and conduct disability re-exams in accordance with the provisions of the BCERS Retirement Ordinance and policies and procedures.

The Provider must be board certified and practicing in Occupational Health.

PLAN PROFILE:

The Bay County Employees’ Retirement System (BCERS) was created to provide retirement income to qualifying employees, and former employees, survivor income to their qualifying beneficiaries, and limited death and disability benefits. BCERS is an ordinance based defined benefit pension plan that provides pension benefits for nearly 990 retirees, over 1,190 active employees, and 90 deferred and vested former employees. The general administration,

management and responsibility for the proper operation of BCERS are vested with the Board of Trustees (Board). The Board consists of nine Trustees, four elected active member representatives and five appointed representatives. The appointed representative are as follows: two (2) County Commissioners, Treasurer of Bay County, chairperson of the Bay County Board of Human Services ex officio, and chairperson of the Bay-Arenac Behavioral Health Authority Board of Directors ex officio.

BCERS has a complex makeup that consists of seven different financial units; General County, Department of Water and Sewer, Library, Bay Arenac Behavioral Health Authority, Bay County Medical Care Facility, Sheriff's Office and Road Commission.

SCOPE OF SERVICES:

The Board of Trustees is attempting to identify a Medical Director that has the ability to:

1. Be directly responsible to the Board.
2. Serve as Medical Director to BCERS in accordance with policies and procedures described in the BCERS Ordinance and the BCERS Disability Retirement Procedure.
3. Conduct a thorough review of applicants and re-examinees treating medical records and diagnostic test results as well as review records supplied by the BCERS administrator.
4. Arrange for and pass upon all medical examinations required under the provisions of the Retirement System.
5. Investigate all essential statements and certificates of a medical nature by or on behalf of a member, or other claimant, in connection with any application for duty and non-duty disability retirement, or death in line of duty benefits.
6. Report in writing to the Board conclusions and recommendations using the BCERS Board's prescribed forms.
7. If requested, attend meetings. Be available to address Board questions from time to time.
8. The Medical Director shall be experienced and knowledgeable in performing medical evaluations and qualified to render opinions on whether the plan participant is totally and permanently disabled, as well as whether the claimed disability is work-related or personal in nature.
9. Medical Director must be licensed as a physician in good standing with the State of Michigan throughout the term of the contract.
10. Medical Director must be covered by the required workers' compensation and medical malpractice insurance (provide copy of policy). Liability coverage must cover at least \$1,000,000 worth of coverage.

REQUIREMENTS:

1. Have a medical facility capable to conduct physical examinations/evaluations of disability applicants and disability re-examinees within twenty-five (25) miles of the Bay County Building located at 515 Center Ave., Bay City, MI 48708.
2. Be a board certified physician and practicing in occupational health.
3. Have sufficient staff to schedule appointments and to provide written medical reports promptly and accurately completed. Many of our reports are required to be completed and returned within seven (7) days.
4. Have not received sanctions, violations or penalties by any accredited medical board or organization or the State of Michigan. The facility and staff must meet all required licensing requirements and be in good standing with State of Michigan.
5. The facility and/or Provider must have requisite insurances, including, but not limited to workers' compensation and medical malpractice insurance.

CONTENTS OF BID SUBMISSION PACKET:

1. Please provide a list of specialties and curriculum vitae.
2. Where are your offices located?
3. Where are examinations/evaluations conducted?
4. Do you have any hospital affiliations (i.e. staff physician, teacher, etc.)?
5. Do you treat patients?
6. Please note any relevant Board certifications, awards, professional recognitions.
7. Please list any research or publications in particular field.
8. What medical equipment do you utilize in your evaluation?
9. How do you typically handle requests for a disability application or independent medical examination/evaluation? Please provide comment on:
 - a. Who coordinates scheduling of appointments, how soon are appointments typically scheduled?
 - b. How much time is generally allocated for an evaluation?
 - c. Who obtains the patient's medical history, job description, medical records, etc.?
 - d. Who reviews the patient records?
 - e. What information do you require to issue a report?
 - f. What type of ancillary testing is conducted, if applicable?
 - g. How soon after an examination/evaluation is a written report completed and provided to the Board of Trustees?
10. Do you have any educational programs or seminars?
11. How do you maintain independence or monitor conflicts of interest?

12. How many public retirement systems accounts do you service?
13. Pursuant to MCL 38.1133(7) and MCL 38.1133e BCERS requires all service providers to complete a Compensation Disclosure Form and a Political Contribution Disclosure Form. Will you be willing to comply with this requirement?
14. Has your company or its employees been investigated by any state or federal regulatory or law enforcement agency in the last ten years? If yes, please describe in detail the substance and results of each suit.
15. Has your company or its employees been a party to any lawsuit, including suits involving misfeasance or professional negligence, within the last ten years? If so, please describe the substance and results of each suit.
16. Please describe the transition process when taking on a new client.
17. Please describe the ways in which you believe your service capability is special or distinctive – please limit to five (5) pages.
18. References. On the form provided please provide three (3) references.
19. Certification. Please read and sign the attached document.
20. Proposer Warranties. Please read and sign the attached document.

Please number your submission in the order listed above, failure to do so may be cause to reject the submission as “Unresponsive.”

FEE ENVELOPE; ONLY ONE (1) SEALED ENVELOPE REQUIRED.

1. Please describe in detail your fees and costs.
2. What costs are involved in implementing your program?
3. Describe the various types of insurance and indemnification provided to protect clients of service(s) proposed.

QUALIFICATIONS-BASED SELECTION (QBS) PROCESS TO BE USED

The *Bay County Purchasing Policy* provides for the use of a Qualifications Based Selection (QBS) Process. This fair and rational procedure facilitates the selection of professional services on the basis of qualifications and competence in relation to the scope and needs of the particular project. The committee is charged to implement the QBS process and provide recommendations to the Bay County Executive and Bay County Board of Commissioners. Members of a QBS committee will review materials submitted by each person, compare, and rate them according to the selection requirements stated in this QBS.

The QBS process to be used for this project involves a number of steps:

1. The Bay County Employees’ Retirement System identifies the general scope of the work.
2. A selection schedule is established.
3. Qualification documents are requested.
4. Qualification documents are evaluated.
5. A short list of proposers who receive 100 points or more is prepared for further consideration with the top proposer(s) being interviewed and evaluated.
6. Interviews are conducted.
7. Individuals are ranked for selection.

8. A contract is negotiated with the top ranked individual.
 - a. If an agreement cannot be reached, those negotiations are ended and negotiations are begun with the second ranked individual and so on down the line, until agreement is reached and an individual selected.
9. All individuals involved receive post-selection communications.

QBS COMMITTEE MEMBERS

The QBS Committee for the Investment Consultant may include or their designee:

- Retirement Board Chair, Steve Gray
- Retirement Board Vice-Chair, Matt Pett
- Purchasing Agent, Frances Moore
- Retirement Board Secretary, Jan Histed
- Assistant Corporation Counsel, Heather Pitcher
- Retirement Board Administrator, Katie Meeth
- Retirement Board Trustee, Tom Ryder
- Retirement Board Trustee, Jon Morse

GENERAL INFORMATION

1. **CHANGES TO RFQu:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Addendum signed by Frances Moore. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Addendum. All written, signed Addendum issued shall become part of the Agreement documents. Addendums will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible bidders are asked immediately to send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive Bid.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Bid in response to this RFQu, Bidder agrees to be bound by this RFQu's terms and conditions. Bids may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Bid has been selected. However, if the Bidder withdraws after selection of its Bid but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Bid ("Liquidated Damages"). The County and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Bid would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Bidder's Bid Submission.
4. **RFQu, BIDS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFQu or receipt of Bids by the County or even notification of Bid acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.

5. TAX-EXEMPT STATUS: Bay County is a tax-exempt entity. The successful bidder will receive a tax-exempt form.
6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in Bids may be subject to FOIA requests.
7. RESPONSIBILITY: Bidder is solely responsible for ensuring its bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7TH Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

1. INSURANCE: The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFQ and any resultant contract, whether such service be by the Bidder individually or by any subcontractor or by anyone directly or indirectly employed Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and mandatory \$1,000,000 annual aggregate;

Professional liability coverage (error and omissions) with limits of liability of \$1,000,000 claim applicable to this retention.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. The Bidder has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverages shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

"It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and

"It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."

9. COST OF DEVELOPING BID SUBMISSION: The Respondent shall be responsible for all costs incurred in the development and submission of its Bid.
10. PROPOSAL DELIVERY: To be considered, the Proposal must be delivered with a sealed envelope and be clearly marked "Bay County Health Department Medical Examiner" and contain NINE (9) copies of the proposal including all attachments. One copy is to be labeled "ORIGINAL" and this submission only shall include the copy of the cost proposal.

The County will not accept bid submissions sent by FAX machine or E-mail.

11. NON-DISCRIMINATION: In the performance of the Bid and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Bid or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
12. BID OPENING: There will be a public Bid opening immediately following the deadline to receive Bids in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the Bids read.
13. BID REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all Bids, to waive any irregularities and to make the final determination as to the best low qualified Bid.
14. BID AWARD: In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the bid to the vendor providing the best value to the County.
15. DISPUTES: In the event a proponent disagrees with the recommendation of the Bay County Finance Officer concerning this award, the individual may obtain from the Purchasing Division a Bid Protest Form which may be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Finance

Department, Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan, 48708-5128, (989) 895-4037, within ten (10) working days of the Notice of Bid action.

16. **CONTRACT:** The County's award of this Bid is conditioned upon the execution of a formal agreement for products and services between the selected bidder and the County. In submitting a Bid, bidder acknowledges that contents of this RFQu will become incorporated within any formal agreement. This RFQu does not include every term and condition which shall appear in the formal agreement. In the event that the bidder does not execute the formal agreement within the stated time limit, the County may reject the selected bidder and proceed to accept another qualified Bid, or reject all Bids. A copy of a bidder's suggested terms and conditions may be submitted with bidder's Bid, however, neither the County's acceptance of any Bid nor award of any contract pursuant to this RFQu shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict of terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of this RFQu, and last, the Bidder's Bid Submission.
17. **QUESTIONS:** All questions about this RFQu must be directed **in writing, by April 15, 2019 via email**, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

Under no circumstances will phone calls be accepted.

Responses to any inquires will be issued in one (1) Addendum no later than April 17, 2019 and will be sent to all known bidders. Every attempt to answer your inquiries will be made however Bay County has the right to not answer any questions received after the April 15, 2019 due date.

Correspondence or inquiries made directly to bidders regarding their Bids from all other persons are to be directed to those County employees designated above for appropriate review and response. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desire by a proposer, regarding the meaning or interpretation of the Request for Qualifications must be requested with sufficient time allowed for a reply to reach all prospective proposers to submit their Bids. Any information giving to a prospective bidder concerning the Request for Qualifications will be furnished to all prospective bidders as an amendment or addendum to the Request for Qualifications, if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance to uninformed bidders.

I. ADA ASSISTANCE

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as a signer for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Avenue
4rd Floor
Bay City, MI 48708-5128
Telephone (989) 895-4131
TDD (989) 895-4049

Frances Moore, Purchasing Agent
Finance Department, Purchasing Division
Bay County Building
515 Center Ave
7th Floor
Bay City, MI 48708-5128
Telephone: (989) 895-4037
Email: Mooref@baycounty.net

**THIS QUALIFICATION PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY
COUNTY PURCHASING POLICY AS FOUND ON THE BAY COUNTY WEBSITE
www.baycounty-mi.gov**

REFERENCES

1	Customer Name:	Contact Name:
Contact Title: _____ Phone Number: _____		
Address: _____ _____		
Service Provided: _____ _____		

2	Customer Name:	Contact Name:
Contact Title: _____ Phone Number: _____		
Address: _____ _____		
Service Provided: _____ _____		

3	Customer Name:	Contact Name:
Contact Title: _____ Phone Number: _____		
Address: _____ _____		
Service Provided: _____ _____		

CERTIFICATION

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was solely developed and prepared without any collusion with any competing Proposer and/or Bay County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing proposer prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

Date: _____

PROPOSER WARRANTIES

1. Proposer warrants that the firm and/or individual will be an agent for the County and will at all times act within the best interest of the County.
2. Proposer warrants that the firm and/or individual will make recommendations on the best value for the County and disclose all other quotes relating to the specific recommendation.
3. Proposer warrants that the firm and/or individual is willing to disclose compensation paid based on the County's business.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____