



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 361,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030 Fax (810)257-3560

May 14, 2019

GENESEE COUNTY REQUEST FOR PROPOSAL

Genesee County is accepting proposals for Pharmaceutical Services on behalf of the Genesee Valley Regional Center (GVRC). This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Sealed proposals will be received at:

Genesee County Purchasing Department,
1101 Beach Street, Room 361,
Flint, MI, 48502

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

Proposal Number: # 19-191

Proposal Name: Pharmaceutical Services GVRC

Proposal DUE DATE: 3:00 p.m. (EDT), Thursday, June 13, 2019

Questions are due by: Thursday, May 30, 2019 by 5:00 p.m. (EDT)

Noel Roan

Ms. Noel Roan, Purchasing Manager

bid2\2019\19-191
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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SECTION 1 - INSTRUCTION TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m., Thursday, June 13, 2019** at the Genesee County Purchasing Department. The hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

Genesee County Purchasing Dept.
Administrative Building
1101 Beach Street, Room 361
Flint, MI, 48502.

2. **Submit one (1) original hardcopy (1) copy and one (1) electronic copy** of your proposal to the Genesee County Purchasing office. The proposal must include a signature on the Signature Page of a person authorized to make a binding offer. The proposal response must consist of one copy in electronic format on a CD/DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Each copy must be identical to the original. All proposals become the property of Genesee County. Failure to provide the required number of duplicate copies may result in rejection of your proposal.
3. Michigan Inter-governmental Trade Network – an alternate review of RFP can be done at <https://www.bidnetdirect.com/mitn>.
 - a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site.
 - b. To register with Michigan Inter-governmental Trade Network (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities.
 - c. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. Additionally, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies.
 - d. Please call Michigan Inter-governmental Trade Network support department toll free 1-800-835-4603 for help registering.
4. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
5. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.

6. The County's standard contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the contract or RFP unless those changes are requested in your proposal.
7. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.
8. The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to indemnify and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.
9. Preference for Genesee County Businesses and Veteran-Owned Businesses: Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
10. Proposal Format: Proposals must be submitted in the format outlined in Section 6. INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS AND CONDITIONS

1. Review Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link.
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf>

SECTION 3 - ADDITIONAL TERMS AND CONDITIONS

1. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee Valley Regional Center (GVRC). The contact person is Noël Roan, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, (810) 257-3030 and nroan@co.genesee.mi.us.
2. **Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than Thursday, May 30, 2019 by 5:00 p.m. (EDT), to the Purchasing Department contact listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.

3. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.co.genesee.mi.us/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
4. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format provided in Section 7. In addition, at least one of the paper proposals must be signed with an original signature of the official authorized to bind the proposer to its provisions.
5. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
6. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing to the Genesee County Purchasing Department contact as listed above.
7. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
8. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

SECTION 4 – INSURANCE

1. All proposers shall submit an executed Insurance Checklist as required for responsiveness. Should your proposal be successful, requisite insurances according to the specifications as detailed on the Insurance Checklist must be provided prior to any Contract Award as a result of this RFP. Genesee County must be listed as an additional insured on any insurance certificate issued due to any contract award subsequent to this RFP.
2. Insurance Checklists vary from one RFP to another, due to distinct and different Scopes of Services. Each checklist is labeled with a corresponding RFP Number and Title and, therefore, must be executed separately for each RFP.

3. Proof of Professional Liability (Medical Malpractice) is required whenever services will provide medical or health related services, inclusive of both physical and/or mental health assessments.

SECTION 5 – QUALIFICATIONS OF PROPOSERS

1. In order to qualify for submitting a proposal, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.
2. At a minimum, prospective proposers shall meet the following requirements for submission of a proposal:
 - a. Employ and equip an adequate number of staff to perform the required work/ services.
 - b. Will employ staff who on average, have a minimum of three (3) years of direct experience pertaining to the services referenced in this RFP.
 - c. Possess the proper licenses and qualifications to provide the required services.
 - d. No record of having operated a related business operation that was closed and/or cited for violations of any significant Federal, State and Local regulations.
 - e. Must have, and be able to demonstrate, the resources to carry out the requirements of this solicitation.
 - f. Possess Professional Liability insurances as stated in the Insurance Checklist.
 - g. Demonstrate previous experience.
3. If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County may not consider its offer for contract award.

SECTION 6 - SCOPE OF WORK

1. Genesee County is soliciting proposals for Pharmaceutical Services for Genesee Valley Regional Center (GVRC). Services shall consist of providing and delivering of bulk prescriptions and/or individual prescriptions to GVRC.

BACKGROUND

1. GVRC provides secure residential detention for male and female juveniles 10 through 17 years of age who have been court ordered into secure detention. The average length of stay is one (1) month. This facility operates 24 hours a day 365 days a year.
2. Weekly individual prescriptions tend to be about 20 to 30 per week. Individual prescriptions cost GVRC approximately \$27,000 annually which is estimated to be about 30% of the total cost of individual prescriptions. It will be the pharmacy's responsibility to diligently pursue payment from Medicaid or private insurance, at times this will require multiple requests for payment from insurance.

3. Bulk orders are generally ordered every three months. The annual spend on bulk prescriptions is under \$3,000.
4. All prescriptions are to be in blister packs and delivered to GVRC at 4287 West Pasadena Avenue, Flint, MI 48504.

BULK PRESCRIPTIONS

1. These medications are dispensed out of the GVRC clinic per doctor's prescription. The medications will be ordered in bulk quantities; usually enough to treat eight patients. For example eight (three times a day, for ten day treatment regimen) blister packs, Zithromax is ordered in one dose packets in a quantity of six packets.
2. Typical prescriptions ordered, but not limited to, include, Drixoral, Doxycycline 100mg, Zithromax 1gm, Motrin 600mg, Keflex 500mg, Amoxicillin 500mg.
3. Order Placement: orders are typically placed via fax, information provided for alternate ordering methods will be considered.
4. Delivery: all prices are quoted "F.O.B. delivered" with transportation charges prepaid on all orders. All orders shall be delivered within 5 calendar days after receipt of the order.
5. Billing: all invoices shall be on a monthly basis. Detailed invoices shall include, but not be limited to, the following:
 - a. Date of delivery or order date,
 - b. detailed prescription information,
 - c. prescription price,
 - d. delivery fee (if any), and
 - e. Extended total price.
6. Any discrepancies in invoicing shall be referred back to the contractor for further explanation and/or adjustment.
7. Order Minimums: the county will not be subject to minimum order requirements.
8. Return Policy: accept returns of items within six months of expiration date and up to one year after expiration date with guaranteed return of any items and payment by check for any debit balance that results from said return. Returns typically only occur for an individual and generally will be immediately or within a month.
9. Pharmacist Support: it would be preferred, however not mandatory, that there be a pharmacist available to answer medication related questions 24 hours 7 days a week.
10. Price: quoted prices are for a period of one (1) year from the date the contract becomes effective. Prices may be subject to revision at the end of each one (1) year period if there are changes in the general industry. Evidence of such changes must accompany the request. Revisions may be either increases or decreases and may be requested by either party. The prices quoted shall be firm for one (1) year. Requests for price changes shall be received in writing at least thirty (30) days prior to their effective date and are subject to written acceptance before becoming effective.

INDIVIDUAL PRESCRIPTIONS

1. These medications should be priced as delivered to the facility same day if called in prior to 11:30 a.m. Prescriptions called in after that time may be delivered the next day. Medications are to be packaged in blister packs. "One a day" prescriptions must be packaged with each day of the week indicated. If the specific medication is to be dispensed more than one time a day, there must be a separate blister pack for each time the medication is to be given. For example medications requiring dispensing at 8:00 a.m., 2:00 p.m., and 8:00 p.m. would have three blister packs with the dispensing time noted on each pack. In this example morning, afternoon, and evening would be appropriate labels for the respective packs.
2. Typical prescriptions ordered, but not limited to, include, Trileptal, Risperdal, Seroquel, Depakote, Abilify, Adderall, Concertal, Strattera, Prozac, Celexa, Clonidine, Zoloft, Ritalin, Bactrim DS, Advair Inhaler, Albuterol Inhaler, Flagyl.
3. Order Placement: orders are typically placed via fax, information provided for alternate ordering methods will be considered.
4. Delivery: all prescriptions are to be delivered by **4:30 p.m.** same day if ordered before 11:30 a.m. Prescriptions called in after that time may be delivered the next day.
5. Billing: all invoices shall be on a monthly basis. Detailed invoices shall include, but not be limited to, the following:
 - a. Date of delivery or order date,
 - b. detailed prescription information,
 - c. prescription price,
 - d. delivery fee (in any,) and
 - e. Extended total price.
6. Any discrepancies in invoicing shall be referred back to the contractor for further explanation and/or adjustment.
7. Order Minimums: the county will not be subject to minimum order requirements.
8. Return Policy: accept returns of items within six months of expiration date and up to one year after expiration date with guaranteed return of any items and payment by check for any debit balance that results from said return. Returns typically only occur for an individual and generally will be immediately or within a month.
9. Price: quoted prices are for a period of one (1) year from the date the contract becomes effective. Prices may be subject to revision at the end of each one (1) year period if there are changes in the general industry. Evidence of such changes must accompany the request. Revisions may be either increases or decreases and may be requested by either party. The prices quoted shall be firm for one (1) year. Requests for price changes shall be received in writing at least thirty (30) days prior to their effective date and are subject to written acceptance before becoming effective.

10. Pharmacist Support: it would be preferred, however not mandatory, that there be a pharmacist available to answer medication related questions 24 hours 7 days a week.

Contract Award: GVRC reserves the right to split the contract between bulk and individual suppliers if this provides an economical benefit.

SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS

PROPOSAL FORMAT

1. NON-RESPONSIVE PROPOSALS

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- a. The proposal is not received in a timely manner in accordance with the terms of this RFP
- b. The proposal does not follow the specified format as presented in this **Section (7)**
- c. The proposal is not adequate to allow a judgment by the reviewers

2. RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:

1. Proposal submitted by the due date and time
2. One (1) Copy of Proposal in Electronic Format
3. One (1) original proposal (properly executed), clearly marked as such, and one (1) additional hard copies of your Proposal
4. Signature Page (attached)
5. Insurance Checklist (attached)
6. References Page (attached)
7. Statement of Exceptions (Section 3, 7) (*optional*)
8. Cost Proposal (attached)
9. Technical Proposal - The written response addressing the Scope of Work shall be limited to no more than fifteen (15) single-sided, 8 ½ x 11 typewritten pages, in a business-style typeface with a font size of no less than 11 point. The technical proposal also shall include the following:
 - a. Business Organization: State full name and address of the organization. Introduce the company by providing a brief summary of the history and types of services provided. Include current order fill rates.
 - b. Work Plan: Describe your plan for performing all the requirements described in the Scope of Work. Include delivery expectations and how you will meet the delivery requirements. List vehicle types and delivery times. Also describe the company's ability to properly pack prescriptions.
 - c. Experience: Describe the company's level of experience as it relates to the Scope of Work described. Include years of experience and key staff members that will be assigned to the contract. Also include any professional designations, certifications, and licenses deemed necessary to complete the Scope of Work.
 - d. References: Provide a minimum of three (3) client references that can attest to the quality of services provided. List specific contracts/business

relationships regarded as evidence of the company's ability to adhere to the contract requirements. Provide a brief narrative of the services provided.

- e. Additional (optional) information: Please indicate the level of support and information needed from the Genesee County. Identify challenges associated with providing the services and describe the processes and analysis you will utilize to address them. Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

SECTION 8 – EVALUATION AND SELECTION PROCEDURE

1. The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.
2. The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine the committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short list of proposals that are reasonably likely of being selected for award.
3. The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers, to carry out contract negotiations for the purpose of obtaining best and final offers, and/or conduct detailed reference checks on the short-listed proposers. Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.
4. Once the ranking process is complete, the Evaluation Committee will recommend a contract award to the Purchasing Department regarding the apparent successful proposer(s). Upon acceptance, a recommendation will be made to the Genesee County Board of Commissioners for approval. The final recommendation made to the Genesee County Board of Commissioners will be based on review of the final scores.
5. Subsequent to final selection and award by the Genesee County Board of Commissioners, a contract will be negotiated with the successful proposers. Upon the successful completion of negotiations, contracts will be presented to the Genesee County Board of Commissioners for approval.

SECTION 9 – EVALUATION CRITERIA

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

2. Evaluators use a ranking of 1 – 5 points for grading the responses to a RFP.

Points are defined as follows:

- a. **Unresponsive (1pt)** to the requirements of the criteria. Submission fails to meet requirements and the approach has no probability of success.
- b. **Marginally Effective (2pt)**: Proponent's proposal demonstrates a minimal ability to reach the goals and objectives of the procurement. Falls short of expectations and has a low probability of success.
- c. **Effective (3pt)**: Proponent's proposal demonstrates a fair ability to reach the goals and objectives of the procurement. Partially meets requirements of the criteria. Has reasonable probability of success. Some objectives may not be met.
- d. **Highly Effective (4pt)**: Proponent's proposal demonstrates a good ability to reach the goals and objectives of the procurement. Fully responsive to the requirements of the criteria. Very good probability of success. Achieves all objectives in reasonable fashion.
- e. **Outstanding (5pt)**: Proponent's proposal exceeds expectation and demonstrates an excellent ability to reach the goals and objectives of the procurement. Exceeds all requirements of the criteria. The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative.

Evaluation Criteria (Scope of Work & Technical Proposal)	Weight %
Capability: Refers to the ability of the bidder to meet the terms of the RFP and soundness of their approach to perform the services outlined in the Scope of Work.	30%
Experience: refers to key staff, years of experience, etc.	25%
Cost Proposal	15%
Ability to properly pack prescriptions	10%
Pharmacist Support	10%
References: Satisfaction with the quality of work based on the references provided.	10%
Total	100%

PROPOSAL FORM

PROJECT: Pharmaceutical Services Genesee Valley Regional Center (GVRC)

NAME OF VENDOR: _____

SERVICE ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PHONE: _____

CONTACT EMAIL: _____

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

BULK PRESCRIPTIONS

Ordered in bulk quantities; usually enough to treat eight patients. All prices are quoted "F.O.B. delivered" with transportation charges prepaid on all orders. All orders shall be delivered within 5 calendar days after receipt of the order. All of these orders will be directly billed to GVRC. The formula is Average Wholesale Price - % discount + dispensing fee = GVRC cost. The dispensing fee is to include any delivery fee.

Generic prescriptions: AWP - _____ % discount + \$_____ fee = GVRC cost

Name Brands prescriptions: AWP - _____ % discount + \$_____ fee = GVRC cost

Or

All prescriptions: AWP - _____ % discount + \$_____ fee = GVRC cost

Other charges (with explanation) please explain any additional charges:

ORDER PLACEMENT:

List the phone number, fax number, email and/or internet address where orders can be placed.

PROPOSAL FORM SIGNATURE:

Business Name

Printed Name & Title

Signature

Title

Date

SIGNATURE PAGE

1. The undersigned represents that he or she:
 - a) Is duly authorized to make binding offers on behalf of the company,
 - b) Has read and understands all information, terms, and conditions in the solicitation,
 - c) Has not engaged in any collusive actions with any other potential vendors for this solicitation,
 - d) hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
 - e) certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.

2. **Addenda:**

- a) The undersigned hereby acknowledges receipt of the following addenda:

Number	Date issued

3. **Exceptions** to Solicitation and/or Standard Contract: No | Yes

- a) If yes, include attached statement

4. **Conflict of Interest:**

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

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

Business Name

Printed Name & Title

Signature

Date

Additional contact person or representative for matters regarding this solicitation:

Printed Name & Title

Phone Fax Email

GENESEE COUNTY INSURANCE CHECKLIST

Coverage Required

Limits (Figures denote minimums)

- | | |
|---|---|
| <u> X </u> 1. Workers' Compensation | Statutory limits of Michigan |
| <u> X </u> 2. Employers' Liability | \$100,000 accident/disease
\$500,000 policy limit, disease
Including Premises/operations |
| <u> X </u> 3. General Liability | \$1,000,000 per occurrence with \$2,000,000 aggregate
Including Products/Completed Operations and
Contractual Liability |
| <u> X </u> 4. Professional Liability (Med Mal) | \$1,000,000 per occurrence with \$2,000,000 aggregate
Including errors and omissions |
| <u> X </u> 6. Automobile liability | \$1,000,000 combined single limit each accident-
Owned, Hired, Non-owned |
| <u> </u> 7. Umbrella liability/Excess Coverage | \$1,000,000 BI & PD and PI |
| <u> X </u> 8 <u>Genesee County named as an additional insured on other than workers' compensation and professional liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u> | |
| <u> X </u> 9. Other insurance required: If contractor is a sole proprietor, a Genesee County Sole Proprietor Workers' Compensation Release form must be completed and signed in lieu of providing Workers' Compensation Insurance. | |
| <u> X </u> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements) | |
| <u> X </u> 11. The certificate must state bid number and title | |

Insurance Agent Statement

I have reviewed the requirements with the bidder named below. In addition:

 The above required policies carry the following deductibles:

 Liability policies are **occurrence** **claims made**

Insurance Agent

Signature

Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

REFERENCES

List 3 references of similar projects

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

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

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

ATTACHMENT #1 CONTRACT FOR PURCHASE OF GOODS

GVRC PHARMECEUTICALS CONTRACT

This Purchase Contract (the "Agreement") is made this ___ day of _____, 2011, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Contractor Name**, a **State Entity**, whose principal place of business is located at **Contractor Address** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for two (2) years (the "Initial Term").

1.2 Extension Terms

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

2. Purchase of Goods

The Contractor agrees to sell to the County, and the County agrees to purchase, the goods identified on Exhibit A (the "Goods") at the prices indicated therein.

3. Compensation

The County will purchase the Goods from the Contractor at the prices specified on Exhibit A. The Contractor must provide to the County monthly invoices in a form acceptable to the County, detailing the items delivered and the price of each item. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. Taxes

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

5. Delivery and Acceptance

The Contractor agrees to deliver all orders as specified in the Scope of Work of RFP #19-191. All deliveries will be made F.O.B. destination to:

Genesee Valley Regional Center

Attn: Fred Woelmer
4287 West Pasadena Avenue
Flint, MI 48504

The County reserves the right to reject the Goods, even after it has accepted delivery, if the Goods are defective or fail to conform to the representations made by the Contractor.

6. Contract Administrator

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

7. Inspection and Acceptance

All Goods are received subject to inspection and testing. If Goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected Goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the Goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming Goods.

8. Warranties and Indemnification

8.1 For a period of one (1) year following delivery, or such longer warranty period as the Contractor offers to its commercial customers, the Contractor warrants:

8.1.1. that the Goods are merchantable,

8.1.2. that the Goods will conform to the representations made by the Contractor in response to the County's written solicitation,

8.1.3. that the Goods are fit the purpose for which they are sold,

8.1.4. that the Goods will be free from any and all defects, and

8.1.5. that the Goods will conform to the specifications provided in the County's written solicitation:

- 8.2 The Contractor warrants that the Goods will be provided in accordance with all applicable laws and regulations relating to the Goods.
- 8.3 The Contractor warrants that the Contractor will comply with all federal, state, and local laws in the sale of the Goods.
- 8.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to sell the Goods for the entire term of this Agreement.
- 8.5 The Contractor warrants that the Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.
- 8.6 The Contractor warrants that the Contractor will maintain a current Certificate to Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.

The Contractor agrees to correct any and all defects in the Goods appearing within the warranty period by repairing any such defect or replacing the Goods subject to such defect at no cost to the County and to the County's satisfaction.

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

9. Termination

9.1 Termination for Cause

If the Contractor is in breach of any provision of this Agreement, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.2 Immediate Termination

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

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a

result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement upon thirty (30) days' written notice to the Contractor.

The County shall pay for all Goods properly delivered up to the effective date of the notice of termination.

10. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Agreement.

10.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifically the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

10.2 Indemnification

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

11. Independent Contractor

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

12. Freedom of Information Act

This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, is subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

13. Audit Rights

13.1 Certification of Accurate Information

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

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

13.4 Records Retention

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

14. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a

particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

15. Identity Theft Prevention

15.1 In the event that the Contractor will obtain identifying information during the delivery of the Goods, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

15.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

16. General Provisions

16.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

16.2 Modification

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

16.3 Binding Effect

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

16.4 Headings

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

16.5 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.6 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

16.7 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

16.8 Remedies

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

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

CONTRACTOR NAME

GENESEE COUNTY BOARD OF COMMISSIONERS

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Ted Henry
Chairperson

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EXHIBIT A
Goods and Prices

List the Goods and their prices.

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EXHIBIT B
Insurance Checklist

Coverages Required**Limits (Figures denote minimums)**

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Professional liability	\$1,000,000 including errors & omissions \$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice
<input checked="" type="checkbox"/> 5. Products/Completed operations Aggregate [If applicable]	\$1,000,000 per occurrence with \$2,000,000
<input checked="" type="checkbox"/> 6. Automobile liability accident- Owned, hired, non-owned	\$1,000,000 combined single limit each
<input checked="" type="checkbox"/> 7. <u>Genesee County named as an additional insured on other than Workers' Compensation and Professional Liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<input checked="" type="checkbox"/> 8. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 9. The certificate must state bid number and title	

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