

**MARQUETTE COUNTY
25TH CIRCUIT COURT, FAMILY DIVISION
(JUVENILE COURT)**

**REQUEST FOR PROPOSAL (RFP)
EMERGENCY SHELTER CARE SERVICES**

Emergency Shelter Care Services
Marquette County 25th Circuit Court, Family Division
(Juvenile Court)
234 W. Baraga Avenue
Marquette, Michigan 49855
Phone: 906-225-8300/Fax: 906-228-1533
Dwilson@mqtco.org

RFP ID: 18:-003
Prepared by: Duane M. Wilson, LMSW
Date: August 7, 2017

**REQUEST FOR PROPOSAL
EMERGENCY SHELTER CARE SERVICES
Marquette County**

RFPID: 18-003

SUBMISSION DEADLINE: September 12, 2017, 5:00pm

QUESTION SUBMISSION DEADLINE: August 21, 2017

*Questions may be submitted in written form no later than August 21, 2017 to:

RFP Contact Name:	Duane Wilson
Contact Address:	234 W. Baraga Ave. Marquette, Michigan 49855
Email Address:	dwilson@mqtco.org

INTRODUCTION:

MARQUETTE COUNTY 25TH CIRCUIT COURT, FAMILY DIVISION seeks proposals for its EMERGENCY SHELTER CARE SERVICES within the JUVENILE COURT. All proposals submitted for consideration must be received by the time as specified above under the "SUBMISSION DEADLINE". Bidders must meet the "MINIMUM REQUIREMENTS FOR BID SUBMISSION" and address "PROJECT OBJECTIVES" through a proposal that covers the "PROJECT SCOPE AND SPECIFICATIONS".

BIDDERS SHOULD NOTE THAT ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S) – NO EXCEPTIONS.

MINIMUM REQUIREMENTS FOR BID SUBMISSION:

Appropriate bidders should be able to demonstrate the following requirements:

- Experience providing successful social services;
- Financial solvency;
- Said service will be in a safe and smoke-free environment in addition to being a **Michigan Licensed Child Care Facility** in good standing;
- Employees or agents providing services are screened by means of **LEIN** checks and **Central Registry** clearances; and
- Only appropriately credentialed or trained staff will be employed to perform the functions required of said service.

PROJECT AND LOCATION:

The bid proposal being requested for EMERGENCY SHELTER CARE SERVICES will be located with the contracting agency. The length of the contract is from October 1st, 2017 through September 30th, 2018.

PROJECT OBJECTIVE:

This is an emergency shelter care service for delinquent youth who are exclusively placed by the MARQUETTE COUNTY 25TH CIRCUIT COURT, FAMILY DIVISION –JUVENILE COURT. The objective is to provide, short term room and board for 1 youth, ages 12 through 17, male or female, as determined by Juvenile Court Officials. Service delivery does include an option for the Court to place more than one youth, if space is available as determined by Michigan Child Caring Institution guidelines and the bidder, at an additional rate outside the total contracted dollar sum.

PROJECT SCOPE AND SPECIFICATIONS:

Bidders will:

1. Provide the service 7 days a week and 24 hours a day;
2. Provide a minimum of 1 bed for the Court at all times;
3. Allow the Court to utilize more than 1 bed if there is the availability and the need is present;
4. Provide said service in a safe and smoke-free environment;
5. At all times remain in good standing as a Michigan licensed child caring facility;
6. Require its agents/employees to inform the County of activities undertaken in connection with the provision of the services agreement;
7. Require its agents/employees to be screened by means of LEIN checks and Central Registry clearances;
8. Require its agents/employees to maintain appropriate credentialing and/or training to perform the functions required by the services agreement;
9. Shall commit to receive all appropriate referrals as presented by Juvenile Court Officials; and
10. Agree to maintain records of youth housed pursuant to the agreement for at least six (6) years and understand that all such books and records shall be subject to audit and inspection by the County and the State of Michigan.

PROJECT FINANCIAL COMPENSATION:

Bidder proposals shall take the following into account:

1. The unit type is defined as “1 day”;
2. The total number of units for this contract time period shall be 365 (12 month contract);
3. The proposed rate shall be defined in individual unit terms in addition to total contract length;
4. One unit shall be available for MARQUETTE COUNTY 25TH CIRCUIT COURT, FAMILY DIVISION – JUVENILE COURT each day during the contract time period;
5. The bidder shall be paid for the unit whether the space is utilized or not;
6. MARQUETTE COUNTY 25TH CIRCUIT COURT, FAMILY DIVISION –JUVENILE COURT shall have the option of purchasing additional units, subject to availability, for additional youth at a supplemental amount, but above and beyond the total sum within the contract;
7. Once placed, a youth remaining in the care of the bidder past 5:00 pm for each subsequent day, shall constitute an additional day of payment;
8. Financial compensation is reimbursement-based and requires submission of invoices/vouchers and supportive documentation; and
9. Billing shall be monthly and submitted to the MARQUETTE COUNTY 25TH CIRCUIT COURT, FAMILY DIVISION –JUVENILE COURT prior to the 2nd Friday of the following month.

SCHEDULED TIMELINE:

The following timeline has been established to ensure that the project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management:

MILESTONE	DATE
<i>Implement Referral Process and Accept Referrals</i>	<i>October 01, 2017</i>
<i>Submit 1st Monthly Billing along with all service logs and accurate service documentation requested by the Court</i>	<i>November 10, 2017</i>

PROPOSAL BIDDING REQUIREMENTS

INTENT TO SUBMIT PROPOSAL:

All invited Bidders are required to submit a “Notice of Intent” no later than August 14th, 2017 informing MARQUETTE COUNTY 25TH CIRCUIT COURT, FAMILY DIVISION OF THEIR INTENT TO EITHER SUBMIT OR DECLINE TO SUBMIT A PROPOSAL. Notices should be e-mailed to dwilson@mqtco.org with “*Notice of Intent to Submit for Emergency Shelter Care Services*” in the subject line.

DEADLINE TO SUBMIT PROPOSAL:

All proposals must be received by MARQUETTE COUNTY 25TH CIRCUIT COURT, FAMILY DIVISION no later than 5:00 pm September 12th, 2017 for consideration in the project proposal selection process.

PROPOSAL SELECTION CRITERIA:

All proposals, following the below stated *Proposal Submission Format* and submitted by the stated deadline, will be reviewed and evaluated based on information provided in the submitted proposal. The following criteria will be given considerable weight in the proposal selection process:

- Ease of understanding, use of correct formatting and completeness of proposal.
- Bidder’s understanding of project scope and objectives and demonstrated ability to meet those objectives within the parameters of their proposal.
- Bidder’s performance history and timely delivery of proposed services.
- Bidder’s ability to provide qualified personnel with the knowledge and skills required to effectively and efficiently execute proposed services.
- Unit rate and overall cost effectiveness of the proposal.

PROPOSAL RATING:

Proposals that meet the above selection criteria will be rated by a panel selected by the MARQUETTE COUNTY 25TH CIRCUIT COURT, FAMILY DIVISION using a point system. A service contract will be awarded to the proposal obtaining the highest accumulative number of points. Point assignment breakdown is as follows:

- **Application completeness and formatting – 10%**
- **Demonstrated ability to meet the project objective and scope – 30%**
- **Demonstrated performance history of relevant services & service effectiveness - 30%**
- **Demonstrated ability to provide cost effective services – 30%**

MARQUETTE COUNTY 25TH CIRCUIT COURT, FAMILY DIVISION shall reserve the right to accept or reject any proposal at any time they deem necessary or appropriate without obligation or notice to the proposing bidder/contractor. MARQUETTE COUNTY 25TH CIRCUIT COURT, FAMILY DIVISION is also an equal opportunity employer.

PROPOSAL SUBMISSION FORMAT:

The following is a list of information that the Bidder should include in their proposal submission:

Summary of Bidder Background

- Bidder's Name(s);
- Bidder's Address;
- Bidder's Contact Information (and preferred method of communication);
- Legal Form of Bidder (e.g. sole proprietor, partnership, corporation);
- Date Bidder's Company Formed;
- Description of Bidder's agency/company in terms of size, range and types of services offered and clientele;
- Bidder's principal officers (e.g. President, Chairman, Vice President, Secretary, Chief Operation Officer, Chief Financial Officer, General Managers) and length of time each officer has performed in his/her field of expertise;
- Bidder's Federal Employee Identification Number (FEIN);
- Evidence of legal authority to conduct business in Michigan (e.g. business license number);
- Evidence of established track record for providing services and /or deliverables that are the subject of this proposal; and
- Organization chart showing key personnel that would provide services to MARQUETTE COUNTY 25TH CIRCUIT COURT, FAMILY DIVISION.

Financial Information

- State whether the Bidder or its parent company has ever filed for bankruptcy or any form of reorganization under the Bankruptcy Code; and
- State whether the bidder or its parent company has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

Proposed Outcome

- Summary of timeline and work to be completed.

Cost Proposal Summary and Breakdown

- A detailed list of any and all expected costs or expenses related to the proposed project;
- Summary and explanation of any other contributing expenses to the total cost; and
- Brief summary of the total cost of the proposal, specifying the Unit Rate.

Licensing and Bonding

- Provide details of licenses and bonds (if any) for any proposed services that the bidder/contractor may plan on providing for this project.

Insurance Requirements

- Bidders must be able to meet the County of Marquette's insurance standards as set forth in the **below description** of required coverage per the "**Exhibit A –Insurance Requirements**". Details of any liability or other insurance provided with regard to the staff or project shall be included in the proposal.

Exhibit A –Insurance Requirements

INDEMNIFICATION

To the fullest permitted by law, the Contractor shall indemnify, defend, and hold harmless the County of Marquette, its officers, agents, employees, elected and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the Contractor, its subcontractors, and any of its officers, agents, employees, and volunteers in performing the work required by this contract. The Contractor's obligation under this provision shall not be limited in any way by any terms of this contract, or the insurance limits. In order to assure a source of funding to meet this indemnification obligation, the Contractor shall, at its sole cost and expense, obtain and maintain the following described insurance coverages:

LIABILITY INSURANCE

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, volunteers, or subcontractors.

INSURANCE REQUIREMENTS

The insurance coverage required shall be at least as broad as:

1. Commercial Liability ("occurrence" form).
2. Automobile Liability, "any auto".
3. Workers' Compensation insurance as required by the laws of the state of Michigan and Employer's Liability insurance.

LIMITS OF INSURANCE

The Contractor shall maintain limits on said policy of no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Shall be those limits as required by the Worker's Disability Compensation Act for the state of Michigan and Employer's Liability limits of \$500,000 per occurrence.

DEDUCTIBLES

Any deductibles or self-insured retentions must be declared to and approved by the County.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The County, its officers, agents, employees, elected and appointed officials, and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, employees, elected and appointed officials, and volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, agents, employees, elected and appointed officials, and volunteers. Any insurance or self-insurance

maintained by the County, its officers, agents, employees, elected and appointed officials, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, agents, employees, elected and appointed officials, and volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. Contractor hereby releases County from any claim for recovery for any loss or damage which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

b. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

ACCEPTABILITY OF INSURERS

Unless otherwise approved by the County, insurers must be identified as authorized and eligible by the Michigan Insurance Bureau. In addition, insurance is to be placed with insurers with a Best's rating of A or better.

CERTIFICATES/ENDORSEMENTS OF INSURANCE

Contractor shall furnish the County with certificates of insurance and with any and all original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The said certificates and endorsements shall be forwarded with the contract number to the individual identified below:

CONTRACT # 17033

James A. Kent, Risk Manager
234 West Baraga Avenue
Marquette, MI 49855
(906) 225-8165 or Fax (906) 225-8155

ACCEPTANCE OF CERTIFICATE

Acceptance of any certificate(s) and/or endorsement(s) of insurance by the County does not waive the insurance requirements provided in the foregoing paragraphs. Should the County sustain any loss or be required to pay any claim as a result of the Contractor's failure to obtain or maintain insurance as is required by this contract, the Contractor shall indemnify the County for any such loss. This indemnification shall occur regardless of whether or not the County has accepted any certificate(s) and/or endorsement(s) of insurance provided by the Contractor or its carrier.

ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that the County of Marquette shall be Additional Insureds, which shall include all elected and appointed officials, all employees, agents, and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.