



**RETIREMENT SYSTEM CITY OF DETROIT
REQUEST FOR PROPOSALS FOR MEDICAL DIRECTOR
AND
PROFESSIONAL MEDICAL SERVICES IN RETIREMENT DISABILITY
DETERMINATION PROCESS**

ISSUE DATE: June 28, 2018

PROPOSAL DEADLINE: July 31, 2018 4:00 pm EST
Retirement System City of Detroit
500 Woodward, Suite 3000
Detroit, MI 48226

CONTACT: Kelly Tapper, Assistant Executive Director
Phone: (313) 224-3362 x231
Fax: (313) 224-9194
Email: ktapper@rscd.org

DESCRIPTION: The Retirement System of the City of Detroit (RSCD) seeks to enter into a contract with a highly specialized health related service provider (Provider) (also referred to as Proponent for those Providers responding to this RFP) to administer services in the disability determination process.

The chosen Provider must designate one physician to serve as the Medical Director for the RSCD.

The contract is for a term of three (3) years, with an option to renew on a yearly basis at the discretion of the RSCD.

Sealed Proposals are due July 31, 2018 4:00pm, eastern standard time, and must be delivered to Retirement System City of Detroit, c/o Kelly Tapper, 500 Woodward Suite 3000, Detroit, MI 48226. Providers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposal. Sealed proposals must be in the actual possession of the RSCD on or prior to the exact date and time indicated above. The RSCD timestamp shall be the official time. Late proposals shall not be accepted. NO EXCEPTIONS.



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SECTION 1 – GENERAL INFORMATION FOR THE RESPONDING PROVIDER & INSTRUCTIONS

1. **ISSUING OFFICE** – This Request for Proposals (RFP) is issued for the Retirement System City of Detroit (RSCD) 500 Woodward, Suite 3000, Detroit, Michigan 48226.
2. **COMMUNICATIONS** – All communications, any modifications, clarifications, amendments, questions, responses, or any other matters related to this RFP must be made in writing only through the RSCD Contact noted on the cover of this RFP. **No contact regarding this document with other RSCD employees or RSCD Board Member is permitted, and shall be grounds for disqualification.**
3. **PRE-PROPOSAL INFORMATION AND QUESTIONS** – Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proponents are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the RSCD. If a Proponent finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereof, the Proponent is requested to notify the Retirement Contact noted on the cover of this RFP, so that an addendum or written clarification may be sent to all known prospective Proponents. **THE RSCD IS NOT RESPONSIBLE FOR ANY ORAL REPRESENTATIONS.** All questions must be submitted in writing to the RSCD Contact **ONLY** before the deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
4. **PRE-PROPOSAL MEETING** - There will be no pre-proposal meeting concerning this RFP.
5. **RFP MODIFICATIONS** - Clarifications, modifications, or amendments may be made to the RFP at the discretion of the RSCD. If any such changes are made, all known recipients of the RFP will be sent a copy of an addendum indicating such changes.
6. **PROPOSAL SUBMISSION** - To be considered, responses to this RFP (Proposal(s)) must be prepared in the manner and detail specified in this RFP. All Proposals received by the RSCD in response to this RFP will be retained.
 - a) **One original, plus twenty five (25) copies (twenty six (26) total)** of each Proposal must be submitted. The original must be marked as an original. **An electronic copy is also required; CD ROM or USB.** Each copy must be identical to the original.

- b) Proposals must be submitted to the RSCD, directed to Kelly Tapper, 500 Woodward, Suite 3000, Detroit, MI 48226, before the date and time indicated as the deadline. It is each Proponent's responsibility to insure that its Proposal is received by the RSCD prior to the deadline. This responsibility rests entirely with the Proponent, regardless of any delays resulting from postal handling or any other reason. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m., Eastern Time, Monday through Friday, except for legal holidays.
- c) Proposals received after the above deadline will not be accepted and will be returned to the Proponent unopened. The RSCD timestamp shall be the official time.
- d) Proposals must include a statement as to the period during which the proposal remains valid. For this RFP, the period must be at least sixty (60) days.

The opening of a Proposal does not constitute the RSCD' acceptance of the Proponent as a responsive and responsible Proponent.

- e) Proposals must be enclosed in a sealed envelope, box or package and clearly marked on the outside with the following: RFP Title, Deadline and Proponent's name, address, phone, email and contact name. If Proponent believes that any information submitted is confidential, such information shall be separately sealed and labeled as confidential.
 - f) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the proposal.
 - g) Proposals sent by email, facsimile or other electronic means will not be considered.
 - h) All costs incurred in the preparation and presentation of the Proposal are the Proponent's sole responsibility; no pre-proposal costs will be reimbursed to any Proponent. All documentation submitted with the proposal will become the property of RSCD.
7. **PROPOSAL SIGNATURES** – Proposals must be signed by an authorized official of the Proponent. Each signature represents binding commitment upon the Proponent to provide the services offered to RSCD if the Proponent is determined to be the most reasonable and responsible Proponent.

8. **CONTRACT AWARD** - The Proponent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the Proposal, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent the Proponent at the address designated in the proposal. If, for any reason, a contract is not executed with the selected Proponent within thirty (30) days after notice of recommended award, than the RSCD may recommend the next most responsive and responsible Proponent.
9. **RESPONSE MODIFICATIONS** - Clarifications, modification, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the RSCD Executive Director. Such written approval may be made electronically.
10. **PROPOSAL WITHDRAWAL** – A bidder, proposer, or respondent may withdraw a bid, proposal, or quote at any time prior to the deadline. A bid, proposal, response or quote cannot be withdrawn after the deadline unless it has satisfactorily demonstrated in writing that a material mistake has been made in the preparation of the bid, proposal, response or quote. The RSCD Executive Director or Assistant Executive Director may waive minor irregularities contained in a bid, proposal, response or quote.
11. **REJECTION OF PROPOSALS** – The RSCD reserves the right to reject any and all Proposals in whole or in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the RSCD Executive Director or his designee that the best interests of RSCD will be served by doing so. The RSCD may reject any Proposal from any person, firm, or corporation in arrears or in default to RSCD or the City of Detroit on any contract, debt, or other obligation or if the Proponent is debarred by RSCD or the City of Detroit from consideration for a contract award, or if Proponent has committed a violation of the ethics or anti-kickback provisions of RSCD or the City of Detroit’s Procurement Policy which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document. The issuing office has right to negotiate separately with any source whatsoever in any lawful manner necessary to serve the best interests of RSCD.
12. **PRE-PROPOSAL ASSISTANCE** – All questions relative to the development of a proposal should be directed to Kelly Tapper, Assistant Executive Director-ktapper@rscd.org. Questions will be accepted through July 20, 2018 and will be responded to as promptly as possible.
13. **FOIA REQUIREMENTS** - Proposals are subject to public disclosure after the deadline for opening in accordance with State law.
14. **Ethics Policy** – The provider must include a statement that the bidder is in compliance with all applicable provisions of the RSCD Ethics Policies and if awarded the contract, the bidder will comply with said Policies (Attached)

15. **COMPLIANCE WITH LAWS AND NON-DISCRIMINATION PRACTICES**

- a. The Provider must comply with all federal, state and local laws and policies, including, but not limited to:
1. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
 2. The Age Discrimination Act.
 3. Section 504 of the Rehabilitation Act.
 4. The Americans with Disabilities Act and its associated regulations.
 5. The Michigan Civil Rights Act and Persons with Disabilities Civil Rights Act.
 6. Any other appropriate affirmative action provisions as may be required from time to time by the Executive Director of the Retirement System City of Detroit. Provider shall promptly give notice of any provisions to RSCD during the term of the Contract.
- b. The Provider must not:
1. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, sexual orientation or weight.
 2. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
 3. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Provider indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
 4. Except as permitted by applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of perspective employees. Provider also shall not make or keep a record of that information or disclose such information.

5. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.
6. The Provider must notify any subcontractor of the obligations relative to non-discrimination under this Contract when soliciting the subcontractor. The Provider shall include the provisions of this Article in any subcontract, as well as provide RSCD with a copy of any subcontract agreement.
7. The Provider and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by RSCD that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Provider.
8. Breach of any of the covenants in this Article may be regarded as a material breach of any contract entered into between the Provider and RSCD.
9. If the Provider does not comply with the non-discrimination and affirmative action provisions of this Contract, the RSCD may impose sanctions, as it determines to be appropriate, including but not limited to:
 - a. Withholding of payments to the Provider under any contract entered into between the Provider and RSCD until the Provider attains compliance;
 - b. Cancellation, termination or suspension of any contract entered into between the Provider and RSCD, in whole or in part;
 - c. Disqualification from bidding on future contracts for a period of no more than 3 years;
 - d. Referral to Counsel for consideration of injunction, liquidated damages or other remedies; and/or
 - e. Because of the impracticable ability and extreme difficulty of fixing and ascertaining the actual damages which the RSCD would sustain, the imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Provider shall fail to comply with said requirements, as determined by RSCD. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance shall be paid by the Provider.

SECTION 2 – SCOPE OF SERVICES

1. **GENERAL INFORMATION** - The RSCD averages approximately two (2) duty disability exams and five (5) re-examination exams per month.
2. **SCOPE OF WORK TO BE PERFORMED** – The RSCD seeks to enter into a contract with a highly specialized health related service Provider to administer services in the disability determination.

As required by the RSCD plan documents the chosen Provider must designate one physician to serve as the Medical Director for the RSCD.

The Provider will be required to render independent medical evaluations of disability retiree plan participants and conduct disability re-exams in accordance with the provisions of the RSCD policies and procedures.

The Provider must have physicians on staff that are board certified and practicing in the following fields of medicine:

- Internal medicine
- Orthopedics
- Psychology/psychiatry
- Cardiology
- Neurology

The Medical Director or physician designated by 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 opine on whether the claimed disability is work-related or personal in nature.

The Medical Director and physician designated by the Medical Director used for the various medical evaluations must possess and maintain for the contract period the requisite licenses and credentials necessary for the performance of the service or operation related to this contract.

The Provider and selected Medical Director agree to provide administration of the following medical services:

- a. Serve as Medical Director to the RSCD in accordance with policies and procedures.
- b. Participate in arranging for medical exams with appropriate board certified physicians on staff for plan participants applying for disability retirement and/or re-exams of plan participants currently in receipt of a disability pension;

- c. Medical exams shall include a detailed history (with a breakdown of past medical history, past surgical history, social history, work history), physical exam, and rendering the appropriate diagnosis/impressions;
- d. Conduct a thorough review of applicant's and re-examinee's treating medical records and diagnostic test results as well as review records supplied by the City of Detroit;
- e. If additional tests or examination by a specific medical specialty is required, the Medical Director or designated physician on staff shall recommend and arrange for the tests or the examination to be completed. The test results and reports shall be reviewed by the Medical Director prior to recommendation to the RSCD. The costs for these tests or specialty exams shall be negotiated and agreed upon in writing prior to being scheduled;
- f. Prepare a detailed medical report outlining plan participants history as described in number (3) three, findings on physical exam, medical record review, diagnosis/impression and opinion on issues of total and permanent disability and causation. This report must be submitted to the RSCD within a reasonable time after the examination or the re-examination;
- g. Attend RSCD Board of Trustee (Board(s)) meetings to relay medical decision and be available for consultation with Board attorneys if any question arises as to the medical condition of the applicant or re-examinee; RSCD Boards refer to the Board of Trustees of the General Retirement System of the City of Detroit and the Police and Fire Retirement System of the City of Detroit. Meeting schedules can be found on www.rscd.org . If you are unable to attend Board meetings please respond with how you recommend responding to Board member questions.
- h. Provider/Medical Director shall provide the RSCD Boards with all licenses, certifications and CV's when requested;
- i. Medical Director and all physicians designated by the Medical Director must be licensed as a physician in good standing with the State of Michigan throughout the term of the contract;

- j. Medical Director and all physicians designated by the Medical Director must be covered by the required workers' compensation and medical malpractice insurance. (provide copy of policy)

The Provider interested in entering into a contract with the RSCD to serve as Medical Director and to provide the necessary disability medical examinations should submit a written response demonstrating the Provider's qualifications, competence and capacity to undertake the requirements outlined in this proposal. The written response should include the Provider's cost to provide the above referenced services in accordance with the RSCD policies and procedures.

SECTION 3 – EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

During the Proposal evaluation process, RSCD reserves the right, where it may serve its best interest, to request additional information or clarifications from Proponents, or to allow corrections of errors or omissions.

1. **MINIMUM QUALIFICATIONS** - Proponents will be deemed non-responsive and rejected without any further evaluation if they do not meet the following mandatory qualifications:

- a. Have a medical facility capable to conduct physical examinations/evaluations of disability applicants and disability re-examinees within twenty-five (25) miles of RSCD's office.
- b. Have physicians on staff that are board certified and practicing in the following fields of medicine: internal medicine; orthopedics; psychology/psychiatry; cardiology; and neurology.
- c. Have ten (10) years of same or comparable experience conducting independent medical examinations and record reviews and rendering professional opinions on disability and causation.
- d. Have sufficient staff to schedule appointments and to provide written medical reports promptly and accurately completed with a seven (7) day return.
- e. 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.
- f. The facility and/or physicians on staff must have requisite Insurances, including, but not limited to workers' compensation and medical malpractice insurance.

2. **EVALUATION** - All Proposals submitted in response to this RFP will be evaluated by a committee comprised of representatives of the RSCD Board and appropriate RSCD staff (Evaluation Committee). The following factors, listed in descending order of importance, will be considered in making the decision. RSCD reserves the right to make such additional investigation as it deems necessary and may require the submission of additional information.

- a. Work Plan and Timeline (Maximum points – 15). See description of Work Plan and Timeline set forth below.
- b. Fixed Fee or Cost Proposal (Maximum points – 40)

c. Experience and Qualifications (Maximum points – 45)

Each Proposal submitted in response to this RFP shall focus on these criteria. In addition, the Evaluation Committee may also consider the past performance of the Proponent on other contract with RSCD, City of Detroit or other entities. RSCD reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

3. **GENERAL SUBMITTAL REQUIREMENTS** - Each Proponent submitting a Proposal should follow these guidelines in preparing the written proposal. Proposals should provide a concise description of the Proponent's ability to meet the requirements of the RFP.

The Proponent must include the following items, or the Proposal may be deemed non-responsive and rejected without any further evaluation.

- a. General Information
- b. A statement that the Proposal is in response to this RFP.
- c. A description of the Proponent submitting a Proposal.
- d. Evidence that the Proponent meets each of the Minimum qualifications listed in this RFP;
- e. Evidence that the Proponent can perform all the services requested in the Scope of Work of this RFP
- f. A statement committing the Proponent to performing the work in accordance with the requirements outlined in this RFP.
- g. A copy of Proponent's latest audited, reviewed or compiled financial statements

4. **SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA**

Submit a complete response to each of the following items, which are specific to the evaluation criteria.

1. **Experience and Qualifications**

- a. Describe how the proposed Provider meets the minimum qualifications in the Scope of Work in this document.

- b. Describe the number of years of experience in providing the same or comparable professional medical services.
- c. Provide at least three (3) references for same or similar projects, including name of establishment, full address, dates of service, contact name and contact telephone number for reference checks. If references cannot be provided, please explain.
- d. Provide the name, contact information, experience and qualifications of the proposed designated Medical Director. Attach a copy of the proposed Medical Director's CV.
- e. Describe the experience and qualifications about the Provider's professional medical staff that will be performing services in accordance with this contract. Attach a copy of the CVs.
- f. Attach your company's Articles of Incorporation;
- g. Include any additional information the proposed Provider would like the Evaluation Committee to know about the Proposed Provider's organization.
- h. An affirmative statement that the Provider and medical professionals are properly licensed to practice in the State of Michigan.

2. Pricing/Fixed Fee or Cost Proposal

Present the fees that the Provider will charge to perform the following required services as outlined in the Scope of Services:

- a. Examination Fee for retiree disability applicant – including medical record review. (If there is a difference in price due to specialty of exam: internal medicine; orthopedics; psychology/psychiatry; cardiology and neurology please list the prices for each type of exam.)

_____ per initial exam/record review during 1st year of contract

_____ per initial exam/record review during 2nd year of contract

_____ per initial exam/record review during 3rd year of contract

_____ per initial exam/record review during option years of contract

- b. Examination Fee on disability retiree re-examinees – including medical record review. (If there is a difference in price due to specialty of exam: internal medicine; orthopedics; psychology/psychiatry; cardiology and neurology please list the prices for each type of exam.)

- _____ per reexam/record review during 1st year of contract
- _____ per reexam/record review during 2nd year of contract
- _____ per reexam/record review during 3rd year of contract
- _____ per reexam/record review during option years of contract

c. Consultation Fee if required; (please breakdown whether charge on hourly basis and include hourly rate or if charge as flat fee per case.)

d. Per Month Retainer Fee as Medical Director, if required;

e. Suggested method of billing if specialist tests required - fee schedule/cost containment

f. Whether you will charge examination cancellation fees, and if so, set forth cancellation policy and amount you will charge.

g. Any other additional charges anticipated based on scope of services that are not set forth above.

3. Work plan and Timeline

- a. Describe ability and procedure to schedule examinations.
- b. Describe the process for providing medical files to the doctor
- c. Ability to produce written medical evaluations and indicate length of time needed to produce a written report.
- d. Please provide three samples of medical reports.

4. Shortlisting- RSCD in its sole discretion, may shortlist the Proponents based upon responses to the above items. If necessary, RSCD will conduct interviews. RSCD will notify each Proponent on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proponents to respond to questions posed by the Evaluation Committee and to clarify their proposals through exhibition and discussion. RSCD will not reimburse oral presentation costs to any Proponent.

5. Final Selection- RSCD will select a Provider based upon the recommendation of the Evaluation Committee and final approval of the RSCD Boards.

6. Right to Reject Proposals - Submission of a proposal indicates acceptance by the Provider of the conditions contained in this RFP unless clearly and specifically noted in the Proposal submitted and confirmed in any contract between RSCD and the Provider. RSCD reserves the right without prejudice to reject any or all proposals.

7. Conflict of Interest - Medical Director and all Doctors on staff that will render independent medical evaluations of disability applicants and disability re-exams agree not to conduct an independent medical examination of a person that they have previously treated. Beings members of the same professional association, society or medical group, sharing office space or having practiced together in the past are not the types of relationships that will be considered a conflict or the appearance of a conflict, absent the present existence of a direct or substantial financial interest.