

STATE OF MICHIGAN
 DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
 PROCUREMENT
 P.O. BOX 30004, LANSING, MI 48909
 OR
 611 W. OTTAWA, LANSING, MI 48933

CHANGE NOTICE NO. 2
 to
CONTRACT 641B220002
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Sparrow Occupational Health Services 1322 East Michigan Avenue East Lansing, MI 48912	Sue Stock	sue.stock@sparrow.org
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(517) 364-3593	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	LARA	Dan Perri	517322-1810	perrid@michigan.gov
CONTRACT ADMINISTRATOR	Procurement	Shay Gaffey	517-335-1971	gaffeys@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: LARA-MIOSHA-MEDICAL TESTING SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/01/2011	09/30/2014	2, One Year	09/30/2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	09/30/2016
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE		ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$0.00	\$0.00		\$0.00	

DESCRIPTION:
 This Change Notice is to exercise the second option year to extend this Contract; therefore the revised Contract expiration date is hereby changed to September 30, 2016. All other terms and conditions remain the same.

LICENSING & REGULATORY AFFAIRS
 RECEIVED
 JUN 24 2015
 PURCHASING & GRANT SERVICES

For the Contractor:

Aue Stock

Sparrow Occupational Health Services
1322 East Michigan Avenue
East Lansing, MI 48912

6/12/2015

Date

For the State:

LeAnn Droste

LeAnn Droste, Purchasing Director
Department of Licensing and Regulatory Affairs
State of Michigan

June 1, 2015

Date

STATE OF MICHIGAN
 DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
 PROCUREMENT
 P.O. BOX 30004, LANSING, MI 48909
 OR
 611 W. OTTAWA, LANSING, MI 48933

CHANGE NOTICE NO. 1
 to
 CONTRACT NO. 641B2200002
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Sparrow Occupational Health Services 1322 East Michigan Avenue East Lansing, MI 48912	Sue Stock	sue.stock@sparrow.org
	TELEPHONE	CONTRACTOR #, MAIL CODE
	517-364-3593	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	LARA	Dan Perri	517-322-1810	perrid@michigan.gov
BUYER	LARA	Shay Gaffey	517-335-1971	gaffeys@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: MEDICAL TESTING SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/01/2011	09/30/2014	2 (1-Year)	09/30/2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
NET 30 DAYS			
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MI/DEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSIO N	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	09/30/2015
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
-0-			N/A	
This Change Notice is to exercise the first option year of this Contract; therefore the Contract expiration date is hereby changed to September 30, 2015. All other terms and conditions remain the same.				

FOR THE STATE:

LeAnn Droste

Signature

LeAnn Droste

Name/Title

Purchasing Director

Department of Licensing and Regulatory Affairs

June 30, 2014

Date



Article 1 – Statement of Work (SOW)

Note to Bidders: Proposals must include detailed responses to all tasks as requested in Article 1 and provide all information requested in Article 4. Bidders should provide thorough responses to each task, or, when appropriate, state their agreement that the Bidder will provide the requested services. Bidders are encouraged to provide detailed responses in order to allow the State to fully evaluate the Bidder's capabilities.

As stated in Section 3.012 of this document, Bidders are reminded that the sole point of contact concerning the RFP is the Buyer, listed on the cover page of this document, in LARA-Purchasing and Grant Services. Any communication by a potential Bidder in regards to this RFP with anyone other than the Buyer during the RFP process may result in disqualification and/or debarment.

Throughout this RFP, language referring to Contract or Contractor(s) refers to any Contract awarded from this RFP. This RFP in itself is not to be construed as a Contract.

1.010 Project Identification

1.011 Project Request

This is an RFP to establish a Contract for Medical Testing Services. This is a formal request to prospective Bidders to solicit bids or price quotations. Bidders must submit written proposals according to the instructions contained within this document, discussing how they will meet the specific requirements.

Any awarded Contract(s) between the State and any awarded Contractor(s) is a separate document, whose terms are limited by Article 2.

1.012 Background

The Contract is for medical testing services for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Bids are due and will be publicly identified at the time noted on the Request for Proposal (RFP) Form.

Indicated on the Request for Proposal cover page is the "ship to" address for the participating agency. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

- MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
- MI OSHA MCL §§ 408.1001 – 408.1094
- Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
- Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
- MI Consumer Protection Act MCL §§ 445.901 – 445.922
- Laws relating to wages, payments of wages, and fringe benefits on state projects
MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
- Department of Civil Service Rules and regulations
- Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
- Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
- MCL §§ 423.321, et seq.
- MCL § 18.1264 (law regarding debarment)
- Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
- Contract Work Hours and Safety Standards Act (CWHSA) 40 USCS § 327, et seq.
- Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795



Rules and regulations of the Environmental Protection Agency
 Internal Revenue Code
 Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
 The Civil Rights Act of 1964, USCS Chapter 42
 Title VII, 42 USCS §§ 2000e et seq.
 The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
 The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
 The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
 The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
 The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
 Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
 Sherman Act, 15 U.S.C.S. § 1 et seq.
 Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
 Clayton Act, 15 U.S.C.S. § 14 et seq.

1.020 Scope of Work and Deliverables

1.021 In Scope

- a. The Contractor will carry out this project under the direction and control of the Michigan Occupational Safety and Health Administration (MIOSHA).
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet as needed, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.
- c. The Contractor will submit brief written yearly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Acquisition Services.

Bidder Response:

Sparrow Occupational Health Services will provide services as directed by MIOSHA and can meet all aspects of medical testing and reporting defined above.

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide a licensed physician who is board certified in occupational medicine and A B reader to provide annual medical testing services to safety and health staff, new hires, and work-related illness or injury. Medical testing services required by MIOSHA to include but not necessarily be limited to:

Audiograms (As mandated by rules r325.60113 – r325.60120)
 TB Tests - Mantoux Skin Test (As mandated by Occupational Health Program directive no. 96-9)
 History and Physical Exams (to include all questionnaires mandated by rules (1926.1101 & 1910.134)
 Pulmonary Function Testing
 Chest X-Rays (Per discretion of examining physician)
 Visual Exams
 Beryllium Testing (Beryllium Lymphocyte Proliferation Test)
 Beryllium RBD's
 Beryllium Serum/Plasma



Beryllium Tissue
 Stress Test (Per discretion of examining physician)
 Hepatitis B Vaccinations
 Hepatitis B Surface Antibody Titer
 Hepatitis A Antibody Titer
 Hepatitis A Vaccine
 Tetanus/Diphtheria Vaccine
 Influenza Vaccine
 Blood Lead Test

These tests will vary for different MIOSHA Staff members.
 A price breakdown is needed for each test.

It is requested that all medical testing services be delivered promptly and within 7 business days after receipt of order. However, vendors shall discuss in detail the various delivery programs available. The State is interested in a standard delivery program.

Bidder Response to Task:

Sparrow Occupational Health Services currently provides all of the above services to MIOSHA Staff members and can continue to do so in the future. We employ a long term staff that are proficient in administering the tests and exams requested. We have worked successfully with MIOSHA since 2004.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

Provide a licensed physician who is board certified in occupational medicine and A B reader to provide annual medical testing services to safety and health staff, new hires, and work-related illness or injury. Medical testing services required by MIOSHA to include but not necessarily be limited to:

Audiograms (As mandated by rules r325.60113 – r325.60120)
 TB Tests - Mantoux Skin Test (As mandated by Occupational Health Program directive no. 96-9)
 History and Physical Exams (to include all questionnaires mandated by rules (1926.1101 & 1910.134)
 Pulmonary Function Testing
 Chest X-Rays (Per discretion of examining physician)
 Visual Exams
 Beryllium Testing (Beryllium Lymphocyte Proliferation Test)
 Beryllium RBD's
 Beryllium Serum/Plasma
 Beryllium Tissue
 Stress Test (Per discretion of examining physician)
 Hepatitis B Vaccinations
 Hepatitis B Surface Antibody Titer
 Hepatitis A Antibody Titer
 Hepatitis A Vaccine
 Tetanus/Diphtheria Vaccine
 Influenza Vaccine
 Blood Lead Test

These tests will vary for different MIOSHA Staff members.
 A price breakdown is needed for each test.

**Bidder Response:**

Sparrow Occupational Health Services is lead by Medical Director, Dr. Thomas Keaveney, who is board certified in Occupational Medicine. OHS is comfortable and familiar with MIOSHA's policies and procedures and meets all MIOSHA standards in respect to the provision of medical care.

1.040 Project Plan**1.041 Project Plan Management**

Within five (5) working days of the award of the Contract, the Contractor will submit to the Michigan Department of Licensing and Regulatory Affairs project director for final approval a project plan, which must include the following:

1. The Contractor's project organizational structure.
2. The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.

Bidder Response:

Sparrow OHS can provide a staffing plan and organizational structure within 5 working days of award of the contract.

1.042 Reports

Bidders shall discuss their capabilities related to generating reports. Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

Reports containing test results will be marked CONFIDENTIAL and mailed directly to the Contract Compliance Inspector.

Bidder Response:

Sparrow OHS uses SYSTOC operating software that is specifically designed for Occupational Health Clinics. We can provide over 100 different reports and have customizable reporting available. OHS can meet the needs of MIOSHA as it relates to reporting ability and HIPAA Compliance.

1.050 Acceptance**1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

Contractor shall show acceptance of this agreement by signing a copy of this contract and returning it to the contract administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.52 Final Acceptance

RESERVED

1.060 Proposal Pricing**1.061 Proposal Pricing**

Bidders shall provide pricing for the items included on this RFP.



Audiograms (As mandated by rules r325.60113 – r325.60120)
 TB Tests - Mantoux Skin Test (As mandated by Occupational Health Program directive no. 96-9)
 History and Physical Exams (to include all questionnaires mandated by rules (1926.1101 & 1910.134)
 Pulmonary Function Testing
 Chest X-Rays (Per discretion of examining physician)
 Visual Exams
 Beryllium Testing (Beryllium Lymphocyte Proliferation Test)
 Beryllium RBD's
 Beryllium Serum/Plasma
 Beryllium Tissue
 Stress Test (Per discretion of examining physician)
 Hepatitis B Vaccinations
 Hepatitis B Surface Antibody Titer
 Hepatitis A Antibody Titer
 Hepatitis A Vaccine
 Tetanus/Diphtheria Vaccine
 Influenza Vaccine
 Blood Lead Test

Prices quoted shall be the maximum to be charged during the Contract period; the state shall receive the benefit of any decrease in price that may occur.

Bidders are encouraged to offer quick payment terms (i.e. _____% discount off invoice if paid within _____ days). This information can be noted on the Bidders price proposal (see Attachment A). This may be a factor considered in our award decision.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dtmb for current rates.

1.062 Price Term

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes must be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes must be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period. Requests for price changes must be RECEIVED IN WRITING AT LEAST 10 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be cancelled. **The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.**

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.



(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.64 Holdback

RESERVED

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this RFP

RESERVED

Attachment A, Price Proposal

Audiograms	\$ 35.00
TB tests – Mantoux Skin Test	\$ 15.00
History and Physical Exams	\$ 50.00
Pulmonary Function Test	\$ 40.00
Chest X-Rays	\$ 55.00 (single view)
Visual Exams	\$ 15.00 (no-charge if done with physical exam)
Beryllium Lymphocyte Proliferation Test	\$245.00
Other Beryllium Testing	
Beryllium RBDs	\$ 75.00
Beryllium Serum/Plasma	\$ 75.00
Beryllium Tissue	\$135.00
Stress Test	\$325.00
Hepatitis B Vaccinations	\$ 55.00 each
Hepatitis B Surface Antibody Titer	\$ 44.00
Hepatitis A Antibody Titer	\$ 50.00
Hepatitis A Vaccine	\$ 70.00
Tetanus/Diphtheria	\$ 45.00
Influenza Vaccine	\$ 25.00
Blood Lead Test	\$ 15.00