

October 16, 2009

REQUEST FOR PROPOSAL

ITEM: General Contractor Construction Service for Sinai Grace MRI

CONTRACT PERIOD: To Be Determined

FIRM PRICING PERIOD: For the project duration.

The Detroit Medical Center, hereinafter referred to as ("DMC"), represented by it's Procurement Department as the Purchasing Agent for the parent entity and all subsidiaries, hereby invites you to submit a formal proposal to provide goods and/or services for certain voluntary, nonprofit hospitals principally located in southeastern Michigan.

The Request for Proposal is a five-part package consisting of the following:

- A. The General Cover letter
- B. Proposal Invitation Quote Sheets
- C. Vendor Letter of Intent
- D. Standard Terms and Conditions
- E. Attachment(s)

In consideration of the premises and the mutual covenants and promises contained herein, the following terms and conditions shall apply, and remain in full force and effect unless duly modified in writing and found acceptable to the DMC.

A mandatory pre-bid meeting is scheduled for **Tuesday October 20th, 2009 at 8:00 A.M.** at Sinai Grace Hospital on 6071 W. Outer Drive Detroit MI

The completed proposals are to be returned to DMC Contract Administration offices located at 3663 Woodward, Suite 200, Detroit MI 48201, **no later than Thursday November 5, at 3:00 P.M.** to be formally considered. If you have any questions or concerns regarding the attached, please do not hesitate to call me at (313) 578-2662.

Sincerely,

Ed Wagner
MRM Support Manager

VENDOR QUOTE SHEET

Specific Requirements will be distributed at the Mandatory Pre-Bid Meeting on Tuesday October 20th, 2009 at 8:00 A.M. at Sinai Grace Hospital on 6071 W. Outer Drive Detroit MI
The walkthrough will be directed by Bill Derwin, DMC Project Engineer, Don Phillips, DMC Architect, and John Vitale, Stucky Vitale Architects. All questions will be addressed during the walkthrough. Upon completion of the walkthrough, project information will be provided for those interested parties to purchase drawings and specifications from Dunn Blue.

NOTTO EXCEED LUMP SUM PROPOSAL: _____

1. Instructions to General Contractor

The Detroit Medical Center invites firms with Hospital renovation experience to submit proposals for the provision of General Contractor construction services for the 2800 square foot room renovation and installation of a Siemens Magnetom Espree MRI System for Sinai Grace Hospital (SGH).

This Request for Proposal (RFP) defines the requirements and expectations for the General Contractor, and provides information to define the project, and guidelines for preparation of proposals for The Detroit Medical Center’s use in selecting a General Contractor for the project.

Proposals are due no later than Thursday, November 5, 2009. Proposals received after this time will be rejected. Three copies of the proposal are to be submitted in a sealed envelope or box at The Detroit Medical Center’s Procurement Department. Proposals shall be addressed to:

Ed Wagner, Manager, DMC Procurement Department
Orchestra Place
3663 Woodward Ave, Suite #200
Detroit, Mi. 48201
Phone: (313) 578-2662
Fax: (313) 578-2041
E-mail: ewagner@dmc.org

All inquiries regarding this RFP and this project shall be made in writing and submitted to Mr. Bill Derwin per the schedule below. Inquiries directed to other DMC personnel or project partners may result in disqualification. The DMC’s, Procurement and Facility Engineering and Construction Department will evaluate all inquiries and will determine whether an addendum is required, and issue responses according to the following schedule.

Issue of RFP	October 16, 2009
Mandatory Pre-Proposal Conference	Tuesday, October 20, at 8:00 AM
Proposal Due Date/Time	November 5, 2009 @ 3:00 P.M.
Contract Award	November 10, 2009
Construction Start	November 19, 2009
Construction Complete	March 1, 2010

2. Project Scope

SGH is requesting General Contractor Construction proposals for the renovation of approximately 2800 square feet in conjunction with the installation of a Siemens Magnetom Espree MRI System on the ground floor of the hospital.

A **mandatory** walkthrough will be held on **Tuesday, October 20, at 8:00 AM** at Sinai Grace Hospital, 6071 West Outer Drive, Detroit, Michigan. All interested parties will enter from the courtyard behind the hospital prior to 8:00 AM, sign in and be directed to the project site. All parties not on time will not be considered.

The walkthrough will be directed by Bill Derwin, DMC Project Engineer, Don Phillips, DMC Architect, and John Vitale, Stucky Vitale Architects. All questions will be addressed during the walk thru. Upon completion of the walk thru, project information will be provided for those interested parties to purchase drawings and specifications from Dunn Blue.

Bids will be due no later than Thursday, November 5, 2009 to be formally considered. Proposal qualifications will take place Monday, November 9, with the contract awarded November 10, 2009. The successful contractor must be prepared to start construction Monday, November 19, 2009. The space must be ready for installation of the MRI no later than February 1, 2010, with project completion by March 1, 2010.

You **must** have experience with the installation of MRI Systems and the Healthcare field. Your proposal will include a list of previous completed MRI projects with references.

Contractor to coordinate work with owner, MRI vendor and owners architect. .

All work must be carefully coordinated with Facility Engineering and Construction (DMC) to minimize any disturbance or rework.

If you have any questions, contact Bill Derwin at 313-745-0913.

3. Project Schedule

The selected General Contractor working with the Owner and Architect will be required to deliver the project per the schedule provided.

Firms shall base their fees, general conditions, and project management costs on this schedule. However, the DMC welcomes critical considerations in the proposal that demonstrates approaches that can reduce activity duration and corresponding project costs.

In order to meet the required schedule, time will be of essence in terms of executing the contract. Firms are required to understand that no amendments are requested and the contract documents are acceptable as released herein.

4. Project Delivery Method

ONLY UNION LABOR WILL BE ACCEPTED BY THE DETROIT MEDICAL CENTER FOR ALL SERVICES RELATED TO THIS PROJECT.

The DMC is inviting proposals from General Contractors with Hospital renovation experience for completion of the project construction scope.

The allocation of roles, responsibilities and risk as defined by this RFP and the attached contract documents is according to General Contract for Construction Services. The DMC intends that remuneration be provide by a Lump Sum for all specified work including staffing costs, overhead and profit, sub-trade contractor work, allowances, and insurance. The selected General Contractor and the DMC's design consultants will work cooperatively and be jointly responsible for the successful completion of the project, within budget and on schedule.

- ALL FIRMS ARE REQUIRED TO CARRY BUILDERS RISK INSURANCE.

5. General Contractor Deliverables and Services

- A. The General Contractor will provide complete project management, superintendence and administrative support as required to completely deliver pre-construction and construction phase services associated with the project.
- B. The Lump Sum Bid shall include a list of allowances, clarifications, assumptions, exclusions and alternates proposed.
- C. Prepare a CPM schedule in sufficient detail to define the entire project duration. Activities shall include all phase efforts, the preparation of submittals and punch list activities.
- D. Assist the DMC's and design consultants in optimizing the scope of work and develop value engineering options as required to maintain a scope of work that is within The DMC's budget and schedule. At a minimum, this shall be done by participating and attending weekly project meetings, actively participating in review of constructability and material selection, and shall include cost and schedule impact analysis. Provide advice and value engineering options regarding materials, methods, systems, schedules, labor and other conditions affecting construction and contracting.
- E. Provide General Contractor construction services to execute the construction of the project on time and within budget. Conduct post-construction activities and commissioning.
- F. Construct the work. Provide full-time, on-site staff to plan, manage, and coordinate on-site trade contractor activities. Self-performed work must be competitively bid, unless justified and approved in advance of the work being performed. Coordinate cooperatively with the DMC's other prime trade contractors for the installation of technology and security systems, or other scope as may be required by The DMC.
- G. Maintain, update and submit the CPM schedule with each payment application. Clearly define adjustments made to maintain substantial and final completion dates.

- H. Provide a complete list of each bid work package and allowances. **Please Note.**
- I. Submit procurement plans for trade contractors. Report on M/WBE participation.
- J. The DMC reserves the right to reject trade contractor bids if it is in the best interest of The DMC to do so.
- K. Issue reports and minutes of project meetings during construction. The design consultant will perform this task during design phase. Conduct weekly job meetings and prepare written progress reports. Conduct project meetings for planning, coordination and payments.
- L. Institute and administer procedures for shop drawings and sample submittals for processing. Review trade contractor submittals to ensure compliance with design before presentation to the DMC and/or design consultant.
- M. Monitor, evaluate and administer change order requests and coordinate with The DMC and design consultant approvals. When conducting or considering the submission of change orders, assume agency alliance position with The DMC and not with the trade contractors of the project.
- N. Prepare and administer payment and cost control procedures, including preparing trade contractor lien waivers.
- O. The general contractor and design consultant will be required to develop and implement a project-commissioning plan. Commissioning activities will include appropriate reviews, tests, and inspections of constructed work at the critical points of the design and construction process to ensure, to the extent possible, that a fully functional and trouble free project is delivered to The DMC at project completion. The DMC may retain an agent to provide peer design review services.
- P. Promptly resolve deficient trade contractor work whenever observed. Prepare punch-lists at the substantial completion of each work-package; coordinate final inspections and commissioning of completed work with The DMC, design consultant and regulatory authorities. Assist The DMC during occupancy including the coordination and probable connection of DMC purchased equipment and furniture installations to electrical, plumbing and mechanical systems.
- Q. Provide project closeout documents including **Cadd as-built drawings** and specifications, O&M manuals, RFI's, submittals, bulletins, shop drawings, field logs, warranties, and other project correspondence requested by The DMC.
- R. Coordinate and sign-off on training of DMC maintenance personnel on systems and equipment.
- S. Provide post construction follow-up for the duration of the longest warranty period by a trade contractor on the project. Review and submit warranty claims for all systems and equipment.

- T. When requested and authorized, consult, advise and assist The DMC with special and/or additional services beyond the scope of general contractor services.

6. Proposal Requirements

All firms responding to this RFP must submit complete responses to the information requested in this section and note any exceptions to any information contained in the RFP. Proposals will be evaluated based upon the selection criteria presented in section 7. Proposals should present information in a clear and concise manner, following the format indicated below:

Limit Proposal responses to 7 Pages.

A. Firm Overview

1. Name, telephone, address, e-mail and fax numbers of the project representative designated to receive all RFP information, addenda or any other official correspondence relating to the project.
2. If a joint venture, list similar information for each firm and the rationale for the joint venture, previous similar experience as a joint venture, and a summary of the joint venture agreement indicating the roles and responsibilities of each party in the joint venture.
3. Briefly describe, in narrative form, your team's qualifications, experience and ability to successfully manage the construction of this project.

B. Describe the challenges anticipated in performing the requested services, the impact these challenges will have on quality, cost and/or schedule and your proposed solution to address these issues. Present a detailed schedule that will explain how you will complete the construction within the specified schedule.

C. The selection of the general contractor will be based, in part, on specific members of team proposed. Please discuss the proposed individuals and your firm's commitment to maintaining the integrity of the assigned staff throughout the project.

D. Furnish your experience modification factors for the past five years.

E. Discuss your plans to involve M/WBE firms in the project. Indicate if M/WBE firms will be as a joint venture or as a trade contractor. Also indicate your firm's commitment to M/WBE trade contractors as a percentage of the Lump Sum bid.

F. Proposed Fee Basis and Fee Proposal

Provide Lump Sum Bid, **itemized by division** including all staffing costs overhead and profit, exceptions and allowances for the delivery of this project.

Please provide CPM Schedule in response to this RFP.

Specify whether the fee covers all services outlined in this RFP and indicate fees for any additional services to be provided for the project. Describe and estimate any costs not included in the fee. Proposals should list any items excluded from the services proposed. Proposals should also list those services that should be made a part of this scope of work, but were not requested by The DMC. In the latter case, provide a proposed fee for those services.

Any exceptions taken to the RFP shall be specifically discussed in the proposal. The DMC reserves the right to request additional information from the general contractor at any time during the selection process.

7. General Contractor Selection/Evaluation Criteria

A. The DMC will select the general contractor that best meets the needs of The DMC for completing the project. The selection will be based on the details contained in the response to the RFP, and reference checks.

B. Specifically, the selection committee will review and consider the following:

- Proposals received in response to this RFP and all RFI's associated with this RFP.
- The quality and comprehensiveness of the plans provided to deliver the project on time and within budget.
- The qualifications of the proposed project team and personnel to successfully deliver the project.
- Commitment to the participation of Woman and Minority Owned Business Enterprises as either joint venture partners, or trade contractors.
- A check of references provided by the firms.
- Pricing will be considered to determine the best value for The DMC.

VENDOR LETTER OF INTENT

Ed Wagner

DMC Materials Resource Management
The Detroit Medical Center
3663 Woodward Avenue Ste. 200
Detroit, MI 48201

Dear Mr. Wagner:

In response to your proposal invitation, dated October 16, 2009 we are pleased to submit the following pricing for Construction Services for the Sinai Grace MRI Project.

We understand that we must meet all Sinai Grace Hospital and Detroit Medical Center requirements.

We agree to adhere to the terms and conditions stated in the entire proposal invitation.

PAYMENT TERMS: _____

Authorized Signature

Complete Company Name

Title

Complete Company Address

Date

Telephone No.

Telephone No.

SEND ORDER TO: _____

SALES REPRESENTATIVE: _____

ADDRESS: _____

TELEPHONE NO. _____

Submit three copies; retain one for your records.

Be sure proposal is signed. Late or unsigned proposals are not in compliance with the Terms and Conditions and will not be considered.

The Detroit Medical Center
STANDARD TERMS AND CONDITIONS

1. Incorporation into Agreements. These DMC Standard Terms and Conditions (the “Standard Terms”) are attached to and incorporated by reference into the agreement and/or are incorporated into any arrangement (any arrangement or agreement between the DMC and Vendor is referenced herein as an “agreement”) entered into between the recipient of these Standard Terms (the “Vendor”) and The Detroit Medical Center, or its subsidiaries and affiliates (“DMC”). Vendor is hereby notified that by performing services for the DMC, Vendor accepts and is bound by the Standard Terms, compliance with which is an express condition of the obligation of the DMC to pay Vendor or otherwise perform under any agreement with Vendor. The Standard Terms are supplemental to any agreement between Vendor and the DMC, and to the extent of any inconsistency or express conflict, the Standard Terms control. The Standard Terms shall apply without regard to the manner in which the Vendor or the DMC is identified in any agreement between the parties.
2. New Participants. Any new participants joining the DMC after initiation of this contract shall automatically be accorded the rights of this contract.
3. Vendor Selection. The DMC reserves the right to reject any and all proposals and to waive any or all formalities in connection with bidding and selection of a Vendor.
4. Pricing. All prices and discounts are to be quoted firm against increase for the above period, on a F.O.B. hospital (delivered) basis. Any industry price decreases during the term of this contract are to be passed along to participating hospitals immediately. If, at any time during the contract period, the vendor quotes a member institution a lower price, that price automatically becomes the contract price.
5. Contract Award. The DMC reserves the right to award this contract in whole or in part, subject to paragraphs 3 and 12 of these Terms and Conditions. In case of a low tied proposal, the contract will be awarded according to established policy.
6. Contract Term. Submission of a quotation is construed as willingness on your part to enter into a proposal contract with the DMC for this business.
7. Billing. The vendor agrees herewith to invoice the DMC Accounts Payable Dept., at P.O. Box 02789, Detroit Michigan 48202. In addition, the vendor agrees to submit quarterly recaps, indicating the per-line, per-item usage, both in dollars and volume per hospital, of all business transacted under this contract, to the DMC.
8. OSHA Standards. Vendor warrants that the product sold or service rendered conforms to the OSHA Standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, 91-596). Products sold by the Vendor which do not conform to the OSHA Standards and/or regulations must be replaced or corrected by the seller at the Vendor’s expense or by the buyer at the Vendor’s expense in the event the Vendor fails to make the appropriate replacement or correction within a reasonable amount of time.
9. Civil Rights Act. The Vendor agrees that he is in full compliance with Title VII of the Civil Rights Act of 1964 (as amended); the Equal Pay Act of 1963 (Section 6, 7, and 12 of the Fair Labor Standards Act); the Age Discrimination in Employment Act of 1967; Executive Orders 11246 (where applicable); and such other State or Federal laws defining and prohibiting certain discriminatory employment practices as the same may be applicable to the Vendor.

10. Non-Discrimination. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or veteran status. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or veteran status. Reference E.O. 11256 as amended.
11. Omnibus Reconciliation Act. Vendor must comply with Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) which provides for access to the books and records of sub-Vendors of Medicare providers by the Secretary of Health and Human Services (HHS) and the Comptroller General when requested by said parties.
12. Commitment to Agreement. This proposal is solicited for all listed hospitals only, and the hospitals herein listed have committed themselves in advance to purchase under this contract, provided that the quality continues to be equal to or better than that presently being enjoyed.
13. Award Process. Any contract award will be made within thirty (30) days of the due date as specified herein or by the contract date whichever comes first.
14. Effective Date. The effective date of any contract, resulting from this proposal, shall be within thirty (30) days of award date, or date of mutual agreement.
15. Proposal Amendment. No proposal shall be altered, amended or withdrawn, after the opening date, unless the acceptance date of the proposal has expired. Negligence on the part of the vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. In case of error in the extension of prices on the proposal, the unit price will govern.
16. Award Notification. The successful Vendor will be notified of both the date the contract is awarded and the effective date of the contract.
17. Compliance with Laws & DMC Policy. Each party is responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to its respective activities and responsibilities under this Agreement. Vendor agrees to comply with all DMC policies as they may be modified from time to time.
18. Environmental Management System. DMC has established an Environmental Management System, which is committed to continuous improvement, prevention of pollution and compliance with relevant environmental regulation and requirements. Any CONTRACTOR or SUB-CONTRACTOR performing services on-site must provide a list of all materials or products that would significantly affect the environment, along with a copy of applicable licenses and/or permits, as well as specific handling and disposal instructions. In addition, a copy of the specific tool/program used to train your staff in proper handling of these materials must be provided to the Environment of Care Office at that location. Vendor agrees to comply with terms and policies stated in the attached DMC Environmental Statement.
19. Assignment or Subcontract. Vendor may not assign or subcontract any part of its duties, obligations, or rights without the prior written consent of the DMC.
20. Authority to Sign. Vendor representative signing any agreement or other document has the authority to sign and bind Vendor.

21. Confidentiality. Vendor agrees to maintain and keep confidential any and all information derived from its relationship with the DMC, and the information will not, without the prior written consent of the DMC, be disclosed by Vendor, its officers, directors, partners, employees, affiliates, agents or representatives, in any manner whatsoever. This provision survives the expiration or sooner termination of any agreement
22. Entire Agreement. The agreement, the Standard Terms, and any exhibits properly incorporated from time to time are the complete agreement between the parties and may be modified only by a written instrument executed by the parties. The agreement supersedes and renders void any prior agreements between the parties relating to its subject matter.
23. Choice of Law. The agreement will be governed by and construed in accordance with the laws of the State of Michigan.
24. Medicare Access to Books and Records. If the Secretary of Health and Human Services or the Comptroller General of the United States or their representatives determines this agreement is a contract described in Section 1861(v)(1) of the Social Security Act, 42, U.S.C. Section 1395x(v)(1)(I) as amended from time to time, until the expiration of four years after the furnishing of services under this Agreement, upon the request of the Secretary or Comptroller General or their duly authorized representatives, Vendor will make available to the organization requesting the materials and to the DMC such books, documents, and records as are necessary to certify the nature and extent of compensation paid by Vendor pursuant to this Agreement. Vendor will notify the DMC of such request within ten (10) business days, and will promptly provide to the DMC copies of all documents provided to the requestor.
25. Federal Law Compliance. The DMC currently may be, and in the future may become, subject to the Executive Order Program of the Office of Federal Contract Compliance applicable to employers that receive federal grants or perform services or provide goods and services pursuant to federal contracts. To the extent applicable, Vendor shall (and shall cause any authorized sub-Vendors to) comply with the nondiscrimination and affirmative action requirements of applicable law and of the requirements of the Executive Order Program.
26. Minority and Women Owned Business. The DMC is committed to supporting minority and women owned businesses. Vendor, if minority or women owned, will provide to the DMC a copy of Vendor's certification from the Michigan Minority Business Development Council (MMBDC), Majority Business Initiative (MBI) or other authoritative agency. If Vendor is not minority or women owned, Vendor agrees to provide a listing to the DMC of all sub Vendors providing services to the DMC who are minority or women owned for which the subcontractor will be performing services for the DMC. The Detroit Medical Center has pledged to increase business opportunities for local minority and women-owned businesses. As part of the proposal submission, the successful vendor will identify actions and strategies it will utilize to ensure substantial and meaningful minority business participation in your proposal to the DMC. We are requiring your proposal submittal to evaluate strategies for the work performed on our behalf and to identify opportunities for alliances with local minority and women-owned businesses. If your firm has successfully implemented a supplier diversity program with other clients, the DMC is interested in your firm's contributions and having you share with the DMC your experience and knowledge.

27. Stark/Fraud & Abuse. To evidence compliance with federal laws prohibiting payments for referrals, including the Stark Law, Medicare and Medicaid Anti-Fraud and Abuse laws and HIPAA, Vendor represents and warrants that any financial relationship (as defined in the Stark Law, Fraud and Abuse laws and related regulations) between a physician and Vendor, currently and during the term of this Agreement, conforms now or will conform from its inception with an exception under the Stark Law and a safe harbor under the Fraud and Abuse laws. No payments hereunder shall be for referrals of patients and no provision of this Agreement shall require or is intended to be construed to require that Vendor or physicians under the control of Vendor shall make referrals of patients to the DMC. Vendor shall permit the DMC, upon reasonable notice and during reasonable business hours, to review, audit and copy any books, documents or records necessary or appropriate to evaluate the performance of Vendor, the amounts properly paid by or to the DMC, and compliance with law and the terms of the Agreement, including the Standard Terms. The DMC shall not divulge to third parties the information reviewed in such audit, except as required by law or as necessary or appropriate to protect the interests of the DMC.
28. Not Excluded From Medicare. Vendor certifies that neither Vendor nor those individuals or entities which own or control Vendor have been excluded or otherwise prohibited from participating in, or providing goods or services for which reimbursement might be obtained from, Medicare or Medicaid.
29. Conflicts of Interest. Vendor shall refrain at all times from any action which could reasonably be construed to constitute self-dealing, a conflict of interest, or which would be in competition with the DMC's proprietary or business interests, and Vendor agrees to abide by the conflict of interest policies applicable to independent Vendors of the DMC.
30. Ownership of Intellectual Property. All reports and other data (including without limitation, written, printed, graphic, video and audio material contained in any computer data base or computer readable form) (hereinafter "Works of Authorship") developed during the term of this Agreement are the property of the DMC. Works of Authorship created during the term of this Agreement are "Works for Hire", as that term is defined in copyright law. The DMC shall own all rights to any inventions, discoveries, new uses, advances on the state of art, protocols, ideas, products or other protectable rights arising from any activities within the scope of this Agreement (hereinafter "Inventions"). Vendor shall (and cause its sub Vendors and employees to) execute all documents, provide all information, and otherwise take all actions requested by the DMC, including, without limitation, assignments of rights Vendor may have in such works, to secure for the DMC the ownership rights and available legal protections for all Works of Authorship or Inventions. Vendor expressly disclaims any droit moral rights in Works of Authorship or Inventions related to the performance of services under this Agreement.
31. No Solicitation. During the term of this Agreement and for a period of six (6) months after termination or expiration, Vendor shall not solicit or employ any employees of the DMC or a DMC subsidiary without the express written permission of an officer of the DMC.
32. Waivers. No part of this Agreement may be waived except by the written agreement of the parties. Forbearance in any form from demanding performance is not a waiver of performance. Until complete performance under this Agreement, the party owed performance may invoke any remedy under this Agreement or under law, despite its past forbearance.
33. Term, Termination, and Non-Renewal. The term of the mutual obligations of the DMC and Vendor under the Agreement and the Standard Terms are from the date of the Agreement. The Agreement between Vendor and the DMC may be terminated, at any time, without cause, by the DMC upon thirty (30) days written notice to vendor. In no event shall the Agreement renew for any additional term; provided, that services provided by Vendor and accepted by the DMC after the term of the Agreement has expired shall be deemed performed on a month-to-month extension basis. All such services shall be provided in compliance with the Standard Terms.

34. Indemnification. Vendor shall indemnify, defend, save and hold harmless the DMC and its officers, directors, trustees, members, affiliates, subsidiaries, employees, separate vendors and agents free from and against any and all loss, liability, penalties, lawsuits, damages, costs and expenses (including reasonable attorney's fees), actions, causes of action, claims or judgments which result from or are caused by the negligent actions, errors or omissions of Vendor, any of its sub vendors or suppliers or any employee or agent of vendor or any sub vendor or supplier of vendor while providing services under this Agreement.
35. Taxes. DMC shall not be responsible for the payment (directly or by reimbursement of Vendor) of any taxes imposed on Vendor, including, without limitation, sales and use tax and personal property tax, resulting from this Agreement or any performance under this Agreement.
36. Retain one copy of the completed quotation for your records and submit three completed copies, with the outside envelope or cover clearly marked **General Contractor Construction Service for Sinai Grace MRI** to:

DETROIT MEDICAL CENTER
ATTN: Ed Wagner, MRM Support Manager
3663 Woodward Avenue, Suite #200
Detroit, Mi. 48201

It is the sole responsibility of the vendor to ensure that proposals are received at the time and place specified herein; any assumption as to the dependability and/or reliability of services such as UPS or the U.S. Postal, are made the vendor's own risk. If you have any questions or require further information, contact, Ed Wagner, Manager, Detroit Medical Center, Materials Resource Management at 313-578-2662.

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PARTICIPATING INSTITUTIONS

SINAI GRACE HOSPITAL
6071 W. Outer Drive
DETROIT, MI.
48235

ATTACHMENT NUMBER 1

DETROIT MEDICAL CENTER/SUBSIDIARIES

BACKGROUND

The following data (Attachments 1 and 2) is intended to provide an overview regarding the extent and scope of The Detroit Medical Center, its facilities and subsidiaries. The Detroit Medical Center is comprised of eight hospitals with more than 2,000 licensed beds and is the leading affiliate of the Wayne State University School of Medicine. The DMC accounts for approximately 30% of the total inpatient days of the major hospitals in the Metro Detroit area. The main campus is located in downtown Detroit and consists of the following five hospitals:

Children’s Hospital of Michigan

Founded in 1886, Children’s Hospital of Michigan is the only freestanding hospital in the state dedicated to the treatment of children. With a staff of over 200 pediatricians, 125 pediatric specialists, 800 pediatric nurses and over one thousand pediatric-trained employees, more pediatricians are trained at Children’s Hospital of Michigan than at any other hospital in the state.

From immunizations to baby sitting classes, car seat safety checks and other safety and prevention education, Children’s Hospital of Michigan’s commitment to children goes beyond the doors of our hospital and spans the entire state.

- In 2004, Children’s Hospital of Michigan was the only hospital in Michigan to be recognized in pediatrics by *U.S. News & World Report* “American Best Hospitals.”
- Children’s Hospital of Michigan has more than 75,000 emergency room visits, and is a verified Level I pediatric trauma center. The hospital’s specialty clinics treat over 140,000 outpatients each year, in specialties ranging from Genetics to Urology.
- Children’s Hospital is also a designated Injury Free Coalition for Kids (IFCK) site, an organization that strives to reduce and prevent injuries to children in their neighborhoods.
- The Regional Poison Control Center is one of two in Michigan focused on poison prevention, education, triage and treatment.
- The Children’s Pediatric Mobile Team and School Mobile Health Center travel to areas across Southeastern Michigan and provide on-site medical care to children and families.

Detroit Receiving Hospital and University Health Center

Detroit Receiving Hospital (DRH) was founded in 1915 as a city-owned hospital, dedicated to caring for everyone, regardless of ability to pay. In 1965, the hospital was renamed Detroit General, and maintained that mission. In 1980, Detroit General moved to its new, award-winning, 320-bed facility, and reclaimed the name Detroit Receiving Hospital. Today, Detroit Receiving Hospital, and the University Health Center, still focus on providing the best medical care, using the latest technology, regardless of the patient's ability to pay.

- DRH was the first American College of Surgeons verified Level I Trauma Center in Michigan, and one of the first in the nation. Focusing on adult medical care for emergency, trauma, and critically ill patients, the majority of DRH patients arrive through the emergency department (ED). DRH's ED treats more than 80,000 patients each year. The University Health Center clinics treat more than 250,000 patients annually, making it one of the busiest ambulatory facilities in the country.
- As a teaching institution, DRH is committed to physician education. Approximately 95% of the physicians on staff at the hospital also serve on the faculty of Wayne State University School of Medicine.
- DRH physician expertise includes emergency medicine, orthopaedic traumatology, neurosurgery, trauma surgery, and burn treatment, earning national and international recognition for the hospital. DRH was also the site of the first cranioplasty, using a pre-cast replica of missing bone to repair a skull.
- Detroit Receiving hosts the longest-running, annual trauma conference in the country, the Detroit Trauma Symposium, attracting physicians worldwide. The Symposium features the latest treatment and management techniques for the injured patient.
- Along with exceptional medical treatment, the facility itself earned an award from the American Institute of Architecture for design, and also houses an extensive hospital-based art collection, comprised of donations to DRH over a 30-year period. The collection features more than 900 pieces, estimated at more than \$3 million, one of the largest hospital-based collections in the nation.

Harper University Hospital

Harper University Hospital is one of the nation's premier health care centers providing exceptional care to patients from around the world. It offers award-winning services in a broad range of clinical areas, including neurology, neurosurgery, kidney transplant, cardiology, and bariatric surgery.

Affiliated with Wayne State University School of Medicine, Harper is staffed by leading experts, most of whom are teaching faculty with the university. These exceptional doctors are pioneers in medical research, creating breakthrough treatments that dramatically improve the health patients' lives.

- Harper's Department of Neurological Surgery is internationally recognized for excellence in clinical skills, innovative research and advanced education in the neurosciences. It was the first to debut technologies such as the Gamma Knife in 1995 and Intraoperative Magnetic Resonance Imaging (iMRI) system in 2004 in Michigan.
- The hospital's neurologists are nationally recognized for their expertise in researching and treating neuromuscular diseases, multiple sclerosis, epilepsy and stroke.
- More than 60 percent of the cardiologists in Michigan received some or all of their training at Harper. It is home to some of Michigan's top cardiologists and its specialists take the most comprehensive approaches to cardiovascular disease, intended to achieve the highest-quality outcomes in the state. Harper's cardiologists are internationally recognized as the experts in electrophysiology and new techniques such as cryoplasty.
- The Transplant team recognizes the complex needs of transplant donors and recipients, both before and after surgery and is nationally-recognized for their medical expertise. Harper's program offers living and deceased donor transplantation.

Huron Valley-Sinai Hospital

Huron Valley-Sinai Hospital (HVSH) is western Oakland County's newest, only and fastest growing hospital founded in 1986. The hospital doubled in size in 1999 adding an even wider range of medical, surgical and diagnostic specialty care. In spring of 2004, a \$27 million expansion project was completed resulting in expanded surgical services, endoscopies, cardiopulmonary diagnostics, and a new home for the Krieger Center for geriatric care.

The hospital has earned the distinction of being among the top hospitals in the area and nation in customer satisfaction. Its staff continues to provide the warm, personalized care for which it is known and its affiliation with the Detroit Medical Center provides a depth of resources and expertise available at few community hospitals. Patients benefit from advanced medical technology, new treatments and expert staff -- all close to home.

The hospital's spacious campus, adjacent to an orchard in Commerce, provides an unusually pleasant and tranquil environment. The hospital is designed to be accessible, comfortable with warm, appealing decor, gardens and works of art.

Hutzel Women's Hospital

Hutzel Women's Hospital is Michigan's first and only hospital for women. It is home of the National Institute of Health (NIH) perinatal branch and is one of the top teaching hospitals in Michigan in partnership with Wayne State University for obstetricians, gynecologists and maternal fetal medicine specialists. The NIH awarded WSU School of Medicine a #1 rank for Obstetrics and Gynecology for Extramural Awards to Medical School Departments.

Hutzel physicians are experts in women's medicine and provide care in the areas of high-risk pregnancy, infertility, menopause and research. Thousands of women over the past 136 years have turned to Hutzel – known as The Destination for Women's Care.

- Hutzel houses Michigan's only intensive care unit for expectant mothers with a state-of-the-art Neonatal Intensive Care Unit (NICU). The hospital is a national referral center for genetic testing and treatment of birth defects during pregnancy.
- Hutzel was the first hospital in Detroit to treat infertility more than 50 years ago and is still a leader with the latest treatments including: in vitro fertilization, artificial insemination, donor egg procedures and surgical therapies.
- From the latest urogynecological tests and procedures to minimally invasive and complex surgeries, the sub-specialties at Hutzel work closely with referring physicians from around the state. Hutzel was the first to bring the Essure Method, a non-incision form of permanent contraception to Michigan.
- A joint effort of Hutzel and Children's Hospital of Michigan, the Maternal Fetal Diagnosis project uses advanced diagnostic tools and innovative therapies to identify and treat fetal abnormalities during and after pregnancy.

Michigan Orthopaedic Specialty Hospital

Michigan Orthopaedic Specialty Hospital is Michigan's only hospital focused exclusively on orthopaedic services. Offering modern facilities and patient amenities, it is staffed by an expert orthopaedic surgical team, many of whom have been listed as "America's Top Doctors."

A valuable affiliation with Wayne State University School of Medicine allows Michigan Orthopaedic Specialty Hospital to continue to be the state's premier training program for orthopaedic surgeons.

Full service facility offering:

- Physical Therapy and Occupational Therapy: Provided by Rehabilitation Institute of Michigan professionals, available to surgical patients before leaving the hospital.
- Intensive Care Unit: For patients that require special attention, the unit is remarkably equipped and expertly staffed.
- 24-7 Emergency Care: Quick and efficient emergency care center is available 24 hours a day, 7 days a week for the prompt treatment of minor emergencies from illnesses to injuries.
- Physician Research Resource: One of the finest full orthopaedic library services anywhere. On-staff librarians can quickly and conveniently find the answers to any and all of your orthopaedic questions by drawing from the latest publications on-site and online.
- On-site Diagnostic Services: Lab testing and radiology procedures including x-rays, CT Scan and ultrasound testing.

Rehabilitation Institute of Michigan

Rehabilitation Institute of Michigan is a national leader in the delivery of physical medicine and rehabilitation, and one of the country's largest freestanding, academic rehabilitation hospitals.

A comprehensive spectrum of both inpatient and outpatient services and programs are available for spinal cord injuries, brain injuries, stroke, cerebral palsy, musculoskeletal disorders, low back problems, amputations, sports injuries, work-related injuries and other medical conditions which require physical rehabilitation. In addition, Rehabilitation Institute of Michigan is one of 17 federally designated centers of excellence for the treatment of brain injuries in the United States.

The Institute's clinical capabilities are broad and diverse, and include psychiatry, rehabilitation nursing, physical therapy, occupational therapy, therapeutic recreation, neuropsychology, speech and language pathology, social work, electrodiagnostics, driver training, environmental evaluations and vocational counseling. These programs along with the Institute's educational services, are aimed at helping persons with disabilities reach the highest level of functioning, independence and productivity.

- The Institute is licensed for 94-beds and treats more than 1,600 inpatients and conducts over 100,000 outpatient visits each year.
- RIM houses the Southeastern Michigan Traumatic Brain Injury System (SEMTBIS), one of 17 federally designated centers of excellence in the United States for the treatment of brain injuries.
- During the last five years, RIM has been awarded \$9.5 million in federal and private grants for rehabilitation research focusing on restoring function, improving quality of life and developing innovative therapeutic techniques.
- In addition to RIM's main hospital, there are 19 outpatient facilities located throughout southeastern Michigan.

The Institute houses a state-of-the-art Motion Analysis and Gait Laboratory. Research in the lab focuses on improving human performance on skills such as walking or stair climbing or improving sports related techniques through proper body mechanics.

Sinai-Grace Hospital

Sinai-Grace Hospital (SGH) was created in 1988 when two well-established community hospitals – Sinai and Grace – joined together to offer compassionate, high quality patient care. Its roots in the community stretch back to 1888.

SGH provides inpatient services in the basic care of medicine, including cardiology, emergency medicine, women and infant services (obstetrics and gynecology), geriatrics, surgery, psychiatry, radiation oncology, and physical medicine and rehabilitation. SGH also provides many subspecialties such as neurological, plastic and urological surgery. Other specialized services include acute renal dialysis, weight management and bariatrics; sleep disorder therapy, urology and movement disorders.

SGH is also dedicated to providing quality surgical care to patients requiring joint replacement surgery. Through its comprehensive Joint Replacement Center, the hospital offers the most technologically advanced techniques, including the minimally invasive knee replacement procedure performed by one of the nation's top orthopaedic surgeons.

SGH is one of the Detroit Medical Center's premier sites with approximately 404 beds, more than 660 physicians, 900 nurses and over 2,000 health care professionals and support staff.

DMC Environmental Statement

In accordance with its mission, the Detroit Medical Center is dedicated to the health and safety of its patients, employees, customers, community and environment. Further the DMC is committed to continuous improvement, prevention of pollution and compliance with relevant environmental regulations and other requirements.

All contractors working at a DMC Asite are required to comply with the requirements of the EMS and the environmental policy. This Environmental briefing provides general details of the DMC Environmental Management System and statement.

Supplier/Contractor is financially responsible for on-site environmental remediation actions resulting from incidents involving their employees and subcontractors:

- ❑ **Supplier/Contractor understands the importance of compliance with relevant environmental legislation and regulations, and the consequences of noncompliance.**
- ❑ **All Suppliers/Contractors working at the site are required to comply with and ensure their employees and any Suppliers/Sub-Contractors or agents comply with the facility's Environmental Management System (EMS) and environmental statement.**
- ❑ **All Suppliers/Contractors acknowledge receiving or were made aware of the DMC environmental statement, as well as applicable system procedures and work practices.**
- ❑ **Suppliers/Contractors shall not discharge anything to drains and/or sewers without prior approval from the Site Safety Officer. Spills and other releases to the environment must be immediately reported to the Site Safety Officer.**
- ❑ **Suppliers/Contractors shall provide adequate spill release prevention, as approved by the Site Safety Officer.**
- ❑ **Suppliers/Contractors shall immediately notify the Site Safety Officer and Program Manager of any abnormal conditions found during excavation activities at the site.**
- ❑ **Suppliers/Contractors shall properly label, store, and dispose of all their waste materials used on-site in accordance with site procedures and all legal requirements.**
- ❑ **If site personnel are required to work with potentially hazardous materials brought on-site by a contractor, prior approval of the material by the Site Safety Officer is required.**
- ❑ **Suppliers/Contractors shall minimize the effects of noise, odor, light, fugitive dust emissions, and traffic movement on and/or adjacent to site property.**
- ❑ **Suppliers/Contractors shall obtain, prior to commencing work, all necessary environmental approvals or permits and present copies of such permits to the sites Program Manager.**
- ❑ **Suppliers/Contractors were informed of actions to be taken during an actual emergency situation.**

- **The Supplier/Contractor understands that the site may interrupt Supplier/Contractor activities that violate site policies and/or all legal requirements.**

Supplier/Contractor is financially responsible for on-site environmental remediation actions resulting from incidents involving their employees and subcontractors. To minimize the risk of environmental accidents please review and initial the items contained in the Environmental Management Basics Table below:

Environmental Management Basics	Supplier/Contractor Initials
Supplier/Contractor understands the importance of compliance with relevant environmental legislation and regulations, and the consequences of noncompliance.	
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