

DATE: April 25, 2008

REQUEST FOR PROPOSAL

ITEM: General Contractor Construction Services
Special Procedure Renovations at Huron Valley Sinai Hospital

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. Standard Terms and Conditions
- C. Vendor Letter of Intent
- D. Proposal Invitation Quote Sheets
- 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.

The completed proposals are to be returned to DMC Procurement offices located at 3663 Woodward, Suite 200, Detroit MI 48201, no later than **(May 12, 2008)** at 11:00.A.M.EDT. to be formally considered. If you have any questions or concerns regarding the attached, please do not hesitate to call me at (313) 578-2673

Sincerely,

William P. Mullins
Contract Administrator
DMC Procurement

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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 subVendors 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. Your response should be consistent with our objective the community we serve, with a minimum goal for minority participation of 25% to 30%. 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 subVendors 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 is two (2) years 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 judgements 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 "**HVSH Special Procedure Renovation** to:

DETROIT MEDICAL CENTER
ATTN: William P. Mullins, Contract Administrator
PROCUREMENT
3663 WOODWARD AVE., SUITE 200
DETROIT, MICHIGAN 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 , Bill Mullins, Contract Administrator, Detroit Medical Center Procurement at 313-578-2673.

PARTICIPATING INSTITUTIONS

Huron Valley - Sinai Hospital
1 William Carls Drive
Commerce, MI 48382-1271

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VENDOR LETTER OF INTENT

William P. Mullins
Contract Administrator
DMC Procurement
The Detroit Medical Center
3663 Woodward Avenue - Suite 200
Detroit, MI 48201

Dear Bill:

In response to your proposal invitation, dated April 25, 2008 we are please to submit the following Pricing for General Contractor Construction Services for Huron Valley Sinai Hospital and The Detroit Medical Center. We understand that we must meet all Huron Valley Sinai Hospital and Detroit Medical Center requirements.

Prices and discounts for all items are quoted firm against increases for the duration of this project.

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.

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VENDOR QUOTE SHEET

DETROIT MEDICAL CENTER/SUBSIDIARIES

BACKGROUND

The following data (Attachments 1, 2, and 3) 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 seven hospitals with 1,960 total 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 - Children's Hospital is licensed for 260 beds and has 258 beds in service. Children's provides a broad range of inpatient and ambulatory medical, surgical and rehabilitative services. Children's specializes in pediatric hematology-oncology, surgery, cardiology and cardiovascular services, neurology and neurosurgery services, and urology. Other service areas at Children's include the Departments of Adolescent Medicine, Allergy, Emergency Medicine, Endocrinology, General Pediatrics, Genetics, Immunology, Infectious Diseases, Intensive Care, Neonatology, Nephrology, Pharmacology, Physical Medicine, Poison Control, Psychiatry and Pulmonary Diseases; and Surgery Departments of Anesthesiology, Cardiovascular, Dentistry, General Surgery, Hand Surgery, Neurosurgery, Ophthalmology, Orthopaedics, Otorhinolaryngology and Plastic Surgery. These departments are supported by the Departments of Laboratory, Medicine, and Radiology.

DETROIT RECEIVING HOSPITAL - Detroit Receiving Hospital is licensed for 340 beds and has 301 beds in service. The hospital is a primary emergency facility on the campus. The emergency capabilities of Detroit Receiving Hospital include medical and surgical intensive care services as well as psychiatric emergency services. Its inpatient facilities provide coronary, surgical and medical intensive care and acute care services, an adult Burn Center, a Spinal Cord Injury Unit and a 35-bed Psychiatric Crises Unit for short-term care.

HARPER UNIVERSITY HOSPITAL - Harper University Hospital is licensed for 715 beds and has 598 beds in service. Harper University Hospital provides a range of services including inpatient care in the basic services of medicine, surgery and psychiatry; in medical sub-specialties such as cardiovascular disease, pulmonary disease, endocrinology, gastroenterology, dermatology, infectious diseases, neurology, nephrology, oncology, rheumatology, and hematology; in various surgical sub-specialties, including neurological surgery, open heart surgery, plastic surgery, thoracic surgery, and urology; and in other specialized areas such as acute renal dialysis, rehabilitation, radiation therapy, and organ transplantation, including heart, kidney and bone marrow.

Harper University Hospital also provides ambulatory outpatient care services in psychiatry, family practice, chemotherapy, surgery, medicine, and physical therapy. Other departments of Harper University with significant outpatient treatment volumes include the laboratory, radiology (therapeutic and diagnostic), cardiology, neurology, and magnetic resonance imaging.

HUTZEL HOSPITAL - Hutzal Hospital is licensed for 394 beds and has 256 beds in service. Hutzal was established as an institution specializing in maternity and newborn care. Obstetrics, gynecology and neonatology remain as areas of specialization. Hutzal is a referral center in the State of Michigan for the care and management of high-risk pregnancies. Approximately 9,791 newborns were delivered at Hutzal during calendar year 1991. In addition, Hutzal maintains a nurse-midwifery service and offers a modern birthing center with twelve (12) Labor, Delivery, Recovery and Post Partum ("LDRP") Rooms, where mothers may deliver their babies in a homelike setting. Hutzal was an early user of xeroradiography, ultrasound and amniocentesis techniques in the care of women.

Other specialties at Hutzal include orthopedics and ophthalmology which were transferred from Harper University Hospital to Hutzal beginning in June 1988 as part of a reconfiguration of services. Hutzal now serves as the referral center in the DMC for all orthopedic treatment except trauma (performed at DRH/UHC) and pediatrics (performed at Children's). With the relocation and construction of new facilities for the Kresge eye Institute in 1989, Hutzal is the focal point for all ophthalmologic services at the DMC. Other services provided include gynecologic-oncology, general surgery, general medicine and treatment of hypertension and infectious diseases.

REHABILITATION INSTITUTE OF MICHIGAN - the Rehabilitation Institute is licensed for 155 beds and has 128 beds in service. Rehabilitation Institute is a tertiary care rehabilitation hospital. Founded as a treatment facility for polio patients, Rehabilitation Institute now ranks as the largest specialty hospital for adult physical medicine and rehabilitation in the State of Michigan. Rehabilitation Institute offers care for patients with a wide range of conditions, such as cerebral vascular accident (stroke), spinal cord injury, rheumatoid arthritis and related musculoskeletal disease, amputation, traumatic brain injury, multiple sclerosis, chronic pain syndrome, chronic low back problems, and back injury. Additionally, it provides general outpatient clinics and specialty clinics.

The rehabilitation program includes physical, speech, occupational and recreational therapy, psychology, social work, activities of daily living, and patient and family education, including education in health maintenance, hygiene, mobility and home management tasks. The objective is to maximize independence, productivity, vocational skills, and psychological and social functioning of the patient, and to foster a renewed, healthy self-image.

The DMC has two outlying community hospitals: Sinai-Grace Hospital located in northwest Detroit, and Huron Valley - Sinai Hospital, located in western Oakland County.

SINAI-GRACE HOSPITAL - Sinai-Grace is licensed for 551 beds and has 437 beds in service. In its range of services, Sinai-Grace provides inpatient care in the basic services of medicine, surgery, pediatrics, obstetrics and gynecology; in medical sub-specialties such as cardiovascular disease, pulmonary disease, endocrinology, gastroenterology, dermatology, infectious diseases, neurology, nephrology, oncology, rheumatology, and hematology; in various surgical sub-specialties, including neurological surgery, plastic surgery, thoracic surgery, and urology; and in other specialized areas such as acute renal dialysis, rehabilitation, and radiation therapy.

Sinai-Grace Hospital also provides ambulatory outpatient care services in family practice, chemotherapy, surgery, medicine, and physical therapy. Other departments of Sinai-Grace with significant outpatient treatment volumes include laboratory, radiology (therapeutic and diagnostic), cardiology, neurology and the Executive Diagnostic Clinic.

HURON VALLEY - SINAI HOSPITAL - Huron Valley - Sinai is licensed for 153 beds and has 130 beds in service. Huron Valley – Sinai’s range of general and acute health care services include perioperative care in four operating suites, cardiac and hemodynamic monitoring in its critical care unit, labor/delivery suites, 24-hour all registered nurse (RN) primary nursing care, and a short stay program. In addition, the hospital's outpatient services include physical and occupational therapy, speech and language therapy, chemotherapy and cardiac rehabilitation.

OUTPATIENT/AMBULATORY SATELLITES - The Detroit Medical Center and its subsidiaries has a number of widely scattered outpatient/clinic facilities serving a diverse patient base.

DMC UNIVERSITY LABORATORIES - The Detroit Medical Center operates a centralized clinical laboratory which handles all patient laboratory procedures for all subsidiary operations.

DETROIT MEDICAL CENTER/SUBSIDIARIES

**THE DETROIT MEDICAL CENTER
AMBULATORY SITES**

CHILDREN'S HOSPITAL OF MICHIGAN

Children's Hospital Oakland Center
27207 Lahser Road, Suite 201
Southfield, MI 48034

Children's Hospital Evening & Weekend Center
27207 Lahser Road, Suite 201
Southfield, MI 48034

Children's Hospital of Michigan Macomb Rehabilitation Center
28755 Schoenherr Road, Suite 100
Warren, MI 48093

Children's Hospital of Michigan William Carl's Ambulatory Care Center
3901 Beaubien Boulevard
Detroit, MI 48201

DETROIT RECEIVING HOSPITAL

University Health Center
4201 St. Antoine
Detroit, MI 48201

SINAI-GRACE HOSPITAL

Sinai-Grace Ambulatory Health Center
14230 W. McNichols Road
Detroit, MI 48235

Sinai-Grace Professional Building
6001 W. Outer Drive
Detroit, MI 48235

Sinai-Grace Hospital Ambulatory Surgery Center
27207 Lahser Road, Suite 100
Southfield, MI 48034

Sinai-Grace Hospital Family Practice
12703 W. Seven Mile
Detroit, MI 48235

Sinai-Grace Hospital Family Practice Center
505 South Woodward Avenue
Royal Oak, MI 48067

Sinai-Grace Hospital Cardia Rehab and Wellness Center
27177 Lahser Road, Suite 200
Southfield, MI 48034

Sinai-Grace Radiation Oncology Center
6071 W. Outer Drive
Detroit, MI 48235

HARPER UNIVERSITY HOSPITAL

Harper University Professional Building
4160 John R
Detroit, MI 48201

Weisberg Cancer Center
31995 Northwestern Hwy.
Farmington Hills, Mi. 48334

University Neurosurgical Associates
Harper University Hospital - 5 Webber
3990 John R
Detroit, MI 48201

Gertrude Levin Pain Clinic
Hutzel Professional Building - 4th Floor
4727 St. Antoine
Detroit, MI 48201

HURON VALLEY – SINAI HOSPITAL

Clinics:

8898 Commerce Road, Suite 5
Commerce Township, MI 48382

Commerce Medical Center
8391 Commerce Road
Commerce Township, MI 48382

HUTZEL HOSPITAL

Hutzel Hospital - Eleanor Hutzel Recovery Center
301 E. Hancock
Detroit, MI 48201

Hutzel Hospital - Health Care Center
4050 E. 12 Mile Road
Warren, MI 48092

Hutzel Professional Building
4727 St. Antoine
Detroit, MI 48201

REHABILITATION INSTITUTE OF MICHIGAN

Rehabilitation Institute of Michigan - Rehab East
30713 Schoenherr
Warren, MI 48093

Rehabilitation Institute of Michigan - Rehab West
36301 Warren
Westland, MI 48185

Outpatient Evaluation/Clinic Services
261 Mack Avenue
Detroit, MI 48201

DMC CENTERS, INC.

DMC Health Center - Woodland/Detroit
22341 W. Eight Mile Road
Detroit, MI 48219

DMC Health Center - Woodland/Novi
41935 W. Twelve Mile Road
Novi, MI 48050

LONG TERM CARE/NURSING HOME

DMC Nursing Centers West
26505 Powers Avenue
Dearborn Heights, MI 48125

DMC Nursing Centers Northwest
6700 W. Outer Drive
Detroit, MI 48235

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 site 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.	
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.	

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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 selective renovations at Huron Valley Sinai Hospital.

Construction documents will be available at Dunn Blue by 12:00 noon on April 25, 2008. documents can be order from any Dunn Blue Location.

Dunn Blue
2813 Boardwalk Street
Ann Arbor, Mi 48104
P# 734-663-2471

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 before 11:00am EST, on May 12, 2008. 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:

Mr. Bill Mullins, Contract Administrator
DMC Procurement Department
Orchestra Place
3663 Woodward Avenue
Detroit, MI 48201

All inquiries regarding this RFP and this project shall be made in writing and submitted to William Gilbert at 313-966-1952 or wgilbert@dmc.org 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 RFP	April 25, 2008
Written inquiries must be received by	April 30, 2008
Reponses to inquiries	May 5, 2008
Proposals due at	11:00am EST May 12,2008
Finalist(s) Interviews (optional)	May 15, 2006
Selection and Announcement	May 18, 2006

2. Project Phasing/Scope/Budget

PROJECT SCOPE:

This project consists of approximately 6,000 Square Feet of renovation

- Demolition

Selected demolition including but not limited to:

Removal of existing partitions, finishes, doors, hardware, ceilings, electrical and mechanical items. Removal from site and disposal of demolished items and at the owner's option turn over certain removed items to owner for salvage. Termination of drain and water lines to existing plumbing fixtures scheduled to be removed. Isolation of demolition areas from Hospital occupied spaces.

- Architectural

Supply and installation of new gypsum board and metal stud partitions. New doors, windows, frames and hardware for doors. Supply and installation of finish material, i.e. paint, flooring, base, and suspended ceilings. Patching and repair of existing materials adjacent to demolished area. Supply and installation of custom grade casework and plastic laminated countertops.

- Equipment

Coordination of installation of Owner furnished equipment including Medical Equipment. Supply and installation of miscellaneous equipment.

- Fire and Smoke Protection and Detection

Routing of and distribution of fire protection sprinklers in the area of renovation. Smoke and fire detection throughout renovated area and connection of existing alarm network.

- Plumbing

Drains, hot and cold-water distribution to new fixtures.

- Mechanical

Ducts, routing and equipment necessary to condition renovated area and new equipment. Support of mechanical equipment.

- Data and Telephone

Conduit, boxes and accessories to allow telephone receptacle and wiring by owner. Conduit, boxes, accessories and wiring (Cat-5) for data distribution. Data receptacles by owner.

- Electrical

Power to owner provided equipment as directed. Power to, supply of, and installation of wall outlets and light fixtures. Distribution system for renovated area power, Emergency power and lighting from existing generation equipment.

- Miscellaneous

Permit costs and application for renovation project. All customary Project Manager coordination and duties.

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

3. Project Schedule

The selected General Contractor working with the Owner and selected A/E firm will be required to deliver the project no later than **October 2008**.

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 the essence in terms of executing the contract. Firms are required to completely define exceptions to this proposal in their response. Proposals that are silent on this issue will leave The DMC to understand that no amendments are requested and the contract documents are acceptable as released herein.

4. Project Delivery Method

The DMC is inviting proposals from General Contractors with Hospital renovation experience for completion of the project construction scope. The DMC has contracted with **Hobbs and Black** to provide prime design, engineering and construction administration services for this project.

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. 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. 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 punchlists at the substantial completion of each workpackage; 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. The DMC reserves the right to contract with any project finalist if terms are not reached, and the contract executed by the selected general contractor, within 10 days of announcement.

C. 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.