



## THE CHARTER COUNTY OF WAYNE, MICHIGAN

### REQUEST FOR PROPOSAL

### FOR

### MEDICAL SUPPLIES

CONTROL NO. 37-17-032

#### RFP ESTIMATED TIMETABLE

ACTION	DATE	TIME
RFP Issue Date	Thursday, May 11, 2017	
Proposer's Questions Due	Friday, May 19, 2017	4:00 PM EST
Responses to Proposer's Questions	Monday, May 29, 2017	
Oral Presentations*	<i>To Be Determined</i>	
Proposals Due	Thursday, June 29, 2017	4:00 PM EST
Notice to Award**	July 2017	
Contract Award Date**	July 2017	
Contract Start Date**	July 2017	

\* If Necessary

\*\* Estimated Dates

**RFP Purchasing Contact:** Christopher Greenshields, Strategic Sourcing Analyst  
Phone: (313) 224-7100 EXT. 71354  
Email: [cgreenshields@waynecounty.com](mailto:cgreenshields@waynecounty.com)

**Description:** The County of Wayne is requesting proposals for medical supplies and equipment.



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## PART 1 – REQUEST FOR PROPOSAL (RFP)

### SECTION 1.0 – INTRODUCTION, OVERVIEW & INSTRUCTIONS

#### 1.1 Introduction / Background

Through this Request for Proposal (RFP), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit proposals for the purpose of obtaining medical supplies and equipment for various Wayne County departments.

**GENERAL INFORMATION:** Situated in the heart of the Great Lakes region along the beautiful Detroit River, Wayne County is the 13th most populous county in the United States. With 43 distinct communities including the automotive capital of the world - Detroit, Wayne County is rich in history, culture, arts, and world-class amenities. We take pride in being one of the most diverse counties in the United States; a place where different cultures come together to offer a truly cosmopolitan experience.

Wayne County offers a first-class business environment, a top-rated international airport, diverse residential areas, expansive parks, and a multitude of recreational and cultural activities. We are home to several major universities including Wayne State, the University of Michigan-Dearborn, and the University of Detroit. We have several award-winning secondary and primary schools, as well as numerous community colleges and vocational schools. We are also home to the Detroit Symphony Orchestra, Michigan Opera Theater, Detroit Institute of Arts, the Henry Ford, and dozens of theaters, art galleries and concert halls. With hundreds of musical and cultural events every year, Wayne County is Michigan's cultural epicenter.

#### 1.2 Scope

Wayne County will award a contract in the category of medical supplies and equipment.

The general objectives of this solicitation are the following:

- competitively award a contract for medical supplies and equipment
- ensure there is a fair process at every step of the procurement process
- to fulfill the purchase request in a timely manner
- ensure that taxpayers dollars are spent wisely

The specific objectives of the solicitation are the following:

- Medical Supplies
- Medical Equipment



### 1.3 Overview of Solicitation (RFP) Document

The solicitation is composed of the following 2 parts:

#### **PART 1: REQUEST FOR PROPOSAL**

**SECTION 1.0: INTRODUCTION/OVERVIEW:** Specifies the information regarding the requirements of the solicitation process.

**SECTION 2.0: SCOPE OF WORK:** Sets forth a description of the required Product/Service Offerings, Product/Service Specifications, Delivery, Product/Service Categories, Capabilities, Reporting/Customer Service

**SECTION 3.0: PROPOSAL EVALUATION, SELECTION & AWARD PROCESS:** Includes information on how proposals will be evaluated, selected and awarded.

#### **PART 2: PROPOSAL RESPONSE (Proposer's Response to RFP Requirements)**

**SECTION 4.0: PROPOSER/COMPANY INFORMATION (FORMS):** Proposer will fill out the requisite forms that will be utilized in determining whether the Proposer is a responsible proposer that has the capacity and capability to deliver and provide products under this agreement.

**SECTION 5.0: RESPONSE TO REQUIREMENTS/STATEMENT OF WORK (SOW):** Contractor will outline and describe how they propose to deliver and provide medical supplies and equipment to Wayne County.

**SECTION 6.0: TERMS AND CONDITIONS:** Terms and conditions will be incorporated into the Contract. Any exceptions to terms and conditions need to be stated. Terms and Conditions can be found in the attachment. Note exceptions.

**SECTION 7.0: PRICING SCHEDULE:** Proposer will provide pricing information that will be utilized when evaluating price competitiveness. Please see Excel Spreadsheet Appendix A.

### 1.4 Contact with Wayne County Personnel

In order to create a more competitive and unbiased procurement process, the County has designated a single point of contact for the duration of this solicitation. From the issue date of this proposal, until a Successful Proposer is selected, all requests for clarification or additional information regarding this RFP, or contact with County personnel concerning this RFP or the evaluation process must be solely to the contact person listed on the cover page of this RFP.

If it is discovered that a Proposer contacted and received information regarding this Solicitation from any Wayne County personnel other than the person specified above, the Wayne County Purchasing Director, in



his / her sole discretion may disqualify its proposal from further consideration. Only those communications made by the Purchasing department in writing will be binding with respect to this RFP.

If it is later discovered that a violation in regard to this section has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this RFP. For the purpose of clarity, no contact regarding this solicitation with other County employees is permitted.

### **1.5 Wayne County Rights & Responsibilities**

Wayne County has the right to amend this RFP by one or more written addenda. Wayne County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto.

Should any such addenda require additional information not previously requested, failure to address the requirements of such addenda may result in the Proposal not being considered, as determined in the sole discretion of Wayne County. Wayne County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf, other than the Purchasing Director, Purchasing Director's designee, and/or stated contact for the solicitation.

Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Proposal Deadline at the discretion of the County. It is the Proposer's responsibility to periodically check the source of the RFP until the posted Proposal Deadline to obtain any issued addenda, however Wayne County will make reasonable efforts to inform all Proposers of any clarifications, modifications, or amendments.

### **1.6 Subcontractors**

In an effort to promote supplier diversity, Wayne County encourages Proposers to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County.

If the Proposer's team is composed of a prime Contractor with Subcontractors, the Subcontractors must remain exclusive to the prime described in the proposal until the end of the specific proposal period and may not partner with more than one prime for the purposes of the responsive proposal. The total exclusive time will be 180 days from the proposal due date.

Subcontractors (or their assignments) may not be changed without prior written approval by the County. The Contract will not be assignable to any other business entity without the County's approval. Proposers are encouraged to consider a joint venture. **Please refer Subcontractors Forms in Section 4.0.**

### **1.7 Minimum Mandatory Requirements**

Interested and qualified Proposers that can demonstrate their ability to successfully provide medical supplies and equipment requested under this RFP are invited to submit proposal(s), provided they meet the outlined minimum requirements in Section 3.7 and responded to in Section 4.1.



## **1.8 Disqualification of Respondents**

Any one or more of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:

- a. Evidence of collusion among Proposers
- b. Lack of competency as revealed by either financial, experience, or equipment statements
- c. Lack of responsibility as shown by past work
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded

## **1.9 Freedom of Information Act (FOIA)**

Proposal responses, resultant contract(s) and all information submitted to Wayne County by Proposers and Contractors is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

## **1.10 Disclosure of Contents**

All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the proposal becomes the property of the County and may be returned only at the County's option.

Proposers must make no other distribution of their proposals other than authorized by this RFP. A Proposer who shares cost information contained in its proposal with other County personnel or competing Proposer personnel shall be subject to disqualification.

## **1.11 County-Based Enterprise (and other) Advantage Programs**

Wayne County administers a procurement program that gives pricing advantages (equalization credits) to businesses located within Wayne County and to businesses located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). This program also includes five additional certifications that provide businesses with equalization credits. The County shall apply equalization credits up to 7% to the price points for proposals submitted by certified County Based Enterprises (CBE) and 2% for Targeted Grow Community Enterprise. ). This program also includes five additional certifications that provide businesses with equalization credits.





### County Based Enterprise / Targeted Growth Community Enterprise Equalization Allowance Table

Contract Amount	Equalization Percentage
Up to \$50,000	7%
\$50,000 to \$200,00	5%
\$200,000.01 and over	2%
Targeted Growth Community Enterprise (TGCE)	2%

The five additional certifications that provide businesses with equalization credits are the Small Business Enterprise (SBE), Expanding Business Enterprise (EBE), Joint Venture (JV), Mentor Venture (MV) and the Veteran Enterprise (VE). This program also includes five additional certifications that provide businesses with equalization credits. These equalization credits for qualifying certified suppliers have maximum allowable credits that cannot exceed 10%. ALL suppliers and their first-tier subcontractors, who wish to receive credits for their proposals, ***must be certified by the Human Relations Division at the time of Bid and must submit a copy of their current certification in the bid.***

Certification Eligible for Equalization Credits	Equalization Percentage
Small Business Enterprise (SBE)	2%
Expanding Business Enterprise (EBE)	2%
Joint Venture (JV)	2%
Mentor Venture (MV)	2%
Veteran Enterprise (VE)	2%

Equalization Allowance table for SBE, EBE, JV, MV, VE

If you have questions regarding certification or to apply for certification, please visit Human Relations website at [www.waynecounty.com/vendormanagement.html](http://www.waynecounty.com/vendormanagement.html) or call the office (313) 224-5021.

#### 1.12 Contract Term

The term of the resultant contract shall be for a period of three (3) years from the date of award, with two (2) additional 12-month extension options, which may be exercised at the discretion of Wayne County.



### **1.13 Final Agreement Award Determination**

The County reserves the right to withdraw the RFP, to award to one Proposer, to any combination of Proposers, by item, group of items, or total proposal. The County may waive informalities if it is in the County's interest. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Proposer. Award of this proposal is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Proposer's proposal does not constitute a binding contract.

There is no contract until the agreement is approved by the Wayne County Commission (if such approval is required by the Procurement Ordinance) and executed by the County Executive.

The County is not liable for performance costs until the successful Proposer has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Proposer non-responsive.

As it applies to cooperative agreements (Section 1.16), participation in the countywide program is not a mandatory component or requirement in this solicitation in order for a Proposer to receive an award. Proposers have the option to be considered for a local agreement only, or for both a local and countywide agreement.

### **1.14 Conflict of Interest**

No Wayne County employee or agent whose position in Wayne County enables him/her to influence the selection of a Supplier for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Supplier.

### **1.15 Gratuities**

It is prohibited for any Wayne County officer, employee or agent to accept a gratuity for themselves or for a relative, except as permitted by the County's Procurement Ordinance.

A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

### **1.16 Cooperative Contract (Optional)**

Wayne County, as the Lead Public Agency has partnered with Michigan Association of Counties ("MAC") to make the resultant Contract, from this solicitation available to other Wayne County municipalities and counties across the state, including school districts and local governmental entities, and agencies for the public benefit ("Public Agencies"), through the Collaborative Procurement Plus ("CoPro+") program.



Wayne County is acting as the contracting agency for any other Participating Public Agency that elects to utilize the Contract. Use of the Contract by any Public Agency is preceded by their registration as a Participating Public Agency in Collaborative Procurement Plus ("CoPro+") program.

#### **Purpose of Cooperative Contract**

1. Provide governmental agencies opportunities for greater efficiency in procuring goods and services
2. Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts
3. Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity
4. Provide quick and efficient delivery of goods and services
5. Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves

#### **Remittance Fee**

The Contractor must collect an administrative fee on all medical supplies and equipment orders transacted under this contract and remit the fee within 30 days after the end of each quarter. The remittance fee for this contract will be 1.5% on all orders through the use of this contract.

#### **1.17 Proposal Guarantee (Not Applicable)**



## SECTION 2.0 – SCOPE OF WORK

### 2.1 Contracted Scope of Services/Statement of Work

The scope of this Contract is to include providing medical supplies and equipment to each Ordering Entity as needed. The type and quantities of those medical and surgical supplies will vary based upon the needs of the Ordering Entity.

### 2.2 Specifications

All commodities and/or services to be furnished hereunder shall conform to the specifications as noted on the attached Excel spreadsheet (Attachment A).

#### a. Alternate Products:

- The County defines “Alternate Product(s)” as products other than the items listed in Attachment A.
- Bidders who wish to propose an Alternate Product must submit the proposed item(s) in question form by Bid Q&A deadline. (see Section 3.3).
- Bidders must include descriptive literature and technical data for each item that may include but not limited to: dimensions, material, and product specifications.
- It is the Bidder’s responsibility to submit sufficient information to enable the County to evaluate whether their proposed Alternate Product is of equal quality to the items in Attachment A.
- In the Q&A addendum posted on MITN, the County will indicate whether a proposed Alternate Product is approved.
- Approval of Alternate Products is solely at the County’s discretion.
- Alternate products not approved during Q&A will not be considered for award.

#### b. Documenting Alternate Products:

If an alternate product has been approved during the Q&A and the bidder intends to provide that item to the County, the following information must be completed in Attachment A:

- Alternate Product Description
- Unit of Measure (UOM)
- Quantity per UOM
- Alternate Product Manufacturer Name
- Alternate Product Manufacturer SKU Number
- Unit Price



## **2.3 Implementation**

- a. The bidder should discuss the outline of their methodology to achieve timely implementation with minimal operational disruption, providing a proposed timeline for implementation that cites specific dates and deadlines for the major implementation plan. The Bidder should also discuss the required County employee involvement and any ongoing plan to ensure successful implementation.
- b. The bidder should discuss how they will communicate with County during the implementation of the Contract and who within their company will communicate and receive ongoing information during the implementation of the Contract. The Bidder should also discuss how communications be sent and received between the County and the Contractor.
- c. The bidder should discuss how the Ordering Entity accounts will be initially set up and how the Ordering Entity accounts will be managed with respect to additions, deletions and modifications of accounts during the life of the Contract.
- d. The bidder should explain the amount of time that will be required in order to transition from the current provider to your company if you are awarded the Contract, and what information will be required from the County.

## **2.4 Contract Administration**

- a. The Bidder should discuss the process by which the County will be informed of discontinued products and how they will notify the County of an alternate product which is of equal or better quality for equal or less price.
- b. The County must be notified 30 days in advance of any item that will be discontinued during the term of the Contract and the item that replaces the discontinued item shall be added to the Contract at the fixed price or lower and be of equal or greater quality/specification. The County reserves the right to consider approval of the alternate in its sole discretion.

## **2.5 Reports**

- a. The Contractor will be required to submit to the County or CoPro+ Participant reports as requested. The reports may include but are not limited to: monthly usage by Ordering Entity, outstanding invoices, backorder reports, etc.
- b. The Contractor should suggest methods by which the Ordering Entity can save at least 3% of its total medical supply expense during the next year. This report should be submitted to the Wayne County Purchasing Director or director's designee, annually 60 days prior to the Contract anniversary date.
- c. The Contractor shall provide a monthly fill rate report to the Ordering Entity.

## **2.6 Staff, Duties, and Responsibilities**

Bidders are required to provide the name, job title and contact information for all personnel who will be assigned to any resulting Contract. Examples include but are not limited to: Inside sales, accounts receivable, outside sales representative, account representative, district manager, etc.

## **2.7 Meetings**



The County may request a kick-off meeting with the bidder within thirty (30) days of the Effective Date. The County may request other meetings as it deems appropriate.

## 2.8 Place of Performance

The bidder must list the location of all facilities that will be involved in performing the Contract including the city and state of any call center:

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location

## 2.9 Ordering

When orders are placed by the County or CoPro+ participant, the Contractor shall notify the Ordering Entity within 24 hours of any item(s) that are not in stock and the anticipated date when item(s) will be in stock. The Ordering Entity reserves the right to wait for the item(s) to return to stock and place as a backorder or cancel the item(s) and order from an alternate Contractor.

The bidder must confirm whether it is able to receive orders by any of the following methods: electronically, phone, facsimile transmission, or by written order. If not, the bidder must explain its ordering capabilities.

The bidder must have internal controls to: (a) ensure that only authorized individuals place orders; and (b) verify any orders that appear to be abnormal or excessive.

The bidder must have: (a) one or more knowledgeable individual(s) specifically assigned to Ordering Entities accounts that will respond to inquiries promptly; (b) a sales representative assigned to provide product information and ordering questions and concerns and (c) a statewide toll-free number for customer service calls.

Bidder should specify the hours of operation and provide the expected call back time by the customer service representative.

The bidder must explain how it intends to provide customer service, if the services listed above are not available to the Ordering Entity.

## 2.10 Binding Commitments

The bidder must identify its representatives with the authority to make binding commitments on the bidder's behalf and state the extent of that authority.

## 2.11 Training



The bidder must explain its training capabilities and any training that is included in its bid.

The Contractor shall provide training to individual staff, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Wayne County Purchasing Director or Director's designee, the Contractor shall provide in-service training to County personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the County as needed during the period covered by the Contract at no additional charge.

## **2.12 Service Security of Building and Property Requirements**

The bidder may be required to make frequent deliveries to Wayne County facilities. The bidder must explain how it intends to ensure the security and safety of these facilities, including, but not limited to, performance of background checks on its personnel. The bidder must explain how background checks are performed, what the background check consists of, the name of the company that performs the background checks, whether the bidder uses uniforms and ID badges, etc. If background checks are performed, the bidder must provide a document stating that its personnel have satisfactorily completed a background check and are suitable for County work.

The County may issue County ID badges to the bidder's delivery personnel or accept the ID badge issued to delivery personnel by the bidder. The County may decide to perform an additional background check. If so, the bidder must provide a list of all personnel, including name and date of birth, who will be assigned to County work.

## **2.13 Delivery and Acceptance**

- a. The County will use the following criteria to determine acceptance of Deliverable(s):
  1. Itemized packing slip
  2. Detailed invoice
  3. Order shipment is complete and correct
- b. It is requested that all orders be delivered within three (3) Business Days after receipt of order. Bidders must agree to the time frame noted above. Bidders that do not agree with these terms will not be considered for further evaluation or award.
- c. The County is interested in both a standard delivery program (3 Business Days) and a quick-ship program. Please discuss the delivery time associated with each program, as well as if there are quantity and other limitations for the quick ship program.
- d. Within three (3) Business Days of notification by the Ordering Entity of damaged orders or a shipping error, the Contractor must ship correct item(s) and issue call tag and/or make arrangements to pick up incorrect item(s) at the Contractor's expense.

The bidder must provide as part of its bid response a mechanism to refund/return/replace incorrect orders. The response should describe in detail the Bidder's return policy and procedure. All returns for incorrect orders are at no cost to the Ordering Entity, including re-stocking fees.





The bidder agrees to replace or issue credit within seven calendar days of the receipt of return for all manufacturer and shipping defects at no cost to the Ordering Entity.

Packing slips must accompany all deliveries and deliveries must be signed for by receiving staff.

- e. If the fill rate falls below 94% for three consecutive months and the Contractor fails to provide an explanation for the reduction which is satisfactory to the County, the County reserves the right to cancel the Contract with a 30-day written notice to the Contractor.

#### **2.14 Minimum Order**

The County requests that there be no minimum order size.

#### **2.15 Packaging**

- a. Each order delivered shall be individually packaged and shall contain a packing slip that provides the following information:
  1. Ordering Entity name and address.
  2. Name and telephone number of the person to whom the order is being delivered.
  3. The Ordering Entity's purchase order number.
  4. Stock number and brief description of each item.
  5. Unit of issue.
  6. Quantity of each item.
  7. Unit price and extended price of each item.
  8. Date order was received by Contractor.
  9. Shipping code to identify shipping condition (item temporarily out of stock/will ship late, discontinued item, or item temporarily out of stock/please reorder).
  10. Total price of order.
- b. Each order will utilize the box size that is the most appropriate for the quantity of items being shipped.
- c. If orders are being shipped by a commercial carrier, packaging, containers, etc., shall be in accordance with Contractor's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

#### **2.16 Palletizing**

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturer's standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6", including pallet.
- Maximum weight: 3000 pounds, including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.





## 2.17 Delivery Term

The bidder must quote prices "F.O.B. Destination, within Government Premises" with freight allowed on all orders. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance.

For deliveries of medical and surgical supplies being made to Wayne County facilities, the following delivery terms apply:

1. The Contractor will be required to ship the items to various facilities as noted on each individual purchase order.
2. Deliveries shall be Monday through Friday 8:00 a.m.-2:30 p.m. No deliveries will be accepted on Wayne County holidays. The Wayne County holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day (even years only), Veterans Day, Thanksgiving (and the day after), Christmas Eve, Christmas and New Year's Eve.
3. If delivering to a location inside a Wayne County secure perimeter (i.e., jail), the carrier must call the facility at least 24 hours prior to delivery of the order and provide the information for Law Enforcement Information Network (L.E.I.N.) clearance of the delivery driver and rider(s). Minors under the age of 17 will not be allowed to enter the secure facility.
4. Contractors should be aware that there is a possibility of a mobilization and/or delay at any of the secure facilities which prohibits delivery carriers entering the facility at time of arrival. The County will not be responsible for any additional charges which may arise due to delivery delays. The Contractor is only required to coordinate with the receiving facility 24 hours prior to delivery when the Contractor will be delivering within the inside of the secure perimeter. The majority of the deliveries will be outside the secure perimeter of the facility. In the event of an uncontrollable circumstance within the facility, the County will work diligently with the Contractor to ensure that goods are unloaded from the truck as quickly as possible to get the truck off facility grounds.
5. All tobacco products are prohibited at all Wayne County facilities. This includes vendors/drivers who will be prohibited from bringing in personal tobacco products to these locations.
6. All cellular devices are prohibited from all Wayne County secure facilities.
7. Secure facilities will provide a lock box for cellular devices and personal tobacco products in the vehicle sallyport. Bidder(s) that come into the secure facility will need to secure their cellular devices and personal tobacco products in their vehicle prior to entrance. If the Bidder arrives with such products, the Bidder will be requested to return the item to their vehicle. Delivery vehicles that carry tobacco products for other organizations will not be allowed to bring such products into secure facilities.



8. If the Bidder's vehicle is equipped with video equipment, the Bidder must have locking capability of interior and exterior facing lenses. Video equipment cannot be used within secure facilities.
9. Weapons and explosives are prohibited from all Wayne facilities.

Bidders must agree to the delivery terms noted in section 2.17. **Bidders that do not agree with these terms will not be considered for further evaluation or award.**

## **2.18 Invoices**

The bidder must provide a sample invoice that, at a minimum, includes:

1. Date
2. PO #
3. Quantity
4. Deliverable
5. Unit Price
6. Shipping Cost (if any)
7. Total Price

## **2.19 Quality Assurance**

The bidder must explain its Quality Assurance Program(s). Bidder must explain the process used to notify the Ordering Entity of products recalled by the manufacturer and the return and replacement of recalled products.

## **2.20 Warranty for Deliverables**

The bidder must explain its warranty period for Contract products. The bidder must explain the process for reporting warranty issues and how it will handle any repairs or replacements.

## **2.21 Special Incentives**

The bidder must explain any special incentives that the bidder is offering, such as return policies, trade-in programs, quantity discounts, etc.

## **2.22 Environmental Requirements**

The County prefers to purchase products that impact the environment less than competing products. Environmental components that may be considered include: recycled content, recyclability, and the presence of undesirable materials in the products, especially persistent, bioaccumulative, and toxic chemicals. The bidder must explain if it intends to provide such products, including any relevant third-party certification (such as Green Seal, etc.).



## SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key project dates and activities as well as instructions to proposers on how to prepare and submit their proposal:

### RFP ESTIMATED TIMETABLE

ACTION	DATE	TIME
RFP Issue Date	Thursday, May 11, 2017	
Proposer's Questions Due	Friday, May 19, 2017	4:00 P.M. EST
Responses to Proposer's Questions	Monday, May 29, 2017	
Oral Presentations*	<i>To Be Determined</i>	
Proposals Due	Thursday, June 29, 2017	4:00 PM EST
Notice to Award**	July 2017	
Contract Award Date**	July 2017	
Contract Start Date**	July 2017	

\* If Necessary

\*\* Estimated Dates

### 3.1 Wayne County Responsibility

Wayne County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

### 3.2 Truth and Accuracy of Representations

The Wayne County Purchasing Director or designee may reject any proposal that is evaluated and determined to include false, misleading, incomplete, or deceptively unresponsive statements.

### 3.3 Proposer Q&A

Proposers may submit written questions regarding this RFP to the individual identified below. All questions must be received by 4:00 p.m. EDT (Eastern Daylight Time) on 5/19/17. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section and paragraph number, and quote the language that prompted the question. This will ensure that the issue can be quickly found in the RFP. Wayne County reserves the right to group similar questions when providing answers. Questions should be addressed to the Purchasing Contact identified on the cover page of this RFP.

Wayne County may modify the RFP at any time during the bid process. All changes to the RFP will be posted as an addendum under the bid number and each posting officially revises the RFP.



Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the County. If a Proposer finds a discrepancy, error, or omission in the proposal package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. The County is not responsible for oral representations. All questions must be submitted in writing to the Purchasing Contact only before the Pre-Proposal Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

### 3.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 180 days from the due date for responses to this RFP. If for any reason, the selected Proposer does not execute a contract within a reasonable time period in the sole discretion of Wayne County, after notice of recommended award, it is within the County's discretion to execute a contract with the next most responsive and responsible Proposer.

There is no contract until the agreement is approved by the Wayne County Commission (if such approval is required by the Procurement Ordinance) and executed by the County Executive.

The Proposer will be responsible for completing all four sections under Part 2 of this RFP, which is titled Proposal – Proposer's Response. The four sections that are required to be completed are the following:

**SECTION 4.0 – PROPOSER'S INFORMATION & MINIMUM QUALIFICATION REQUIREMENTS** – The Proposer will be required to download the forms as listed in Part 2. Complete the forms, including signature, and then upload the forms. It is expected that a responsive Proposer will complete each of the forms requested.

**SECTION 5.0 - RESPONSE TO REQUIREMENTS/SOW** - The Proposer's proposal must include detailed responses, where indicated, to each of the outlined requirements.

**SECTION 6.0 –TERMS & CONDITIONS** – Proposer will review terms and conditions. Any exceptions to the terms and conditions need to be identified in the bid otherwise it will be determined that the terms and conditions are acceptable to the proposer.

**SECTION 7.0 – PRICING SCHEDULE** – The Proposer will be required to utilize the excel spreadsheets that make up the pricing schedule. It must be completed in excel format and returned in excel. Any other pricing format submittal may result in disqualification.

There are no unique formatting requirements. Information provided shall be organized and in a readable format.

### 3.5 Bid Submission Deadline

The Deadline for receipt of Proposals is: **Thursday June 29, 2017 EST (the "Due Date")**



### 3.6 Proposal Submission Requirements

To be considered, the proposal must be prepared in the manner and detail specified in this proposal.

- 1) The opening of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.
- 2) This RFP indicates **2 hard-copy Proposals** and **5 electronic copies on a standard USB flash drive** must be submitted, Proposals must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the following: Project name, Control Number, Deadline date and time, and Proposer's name, address, phone, fax, and contact name.
  - a. Proposals must be submitted to Wayne County Procurement at the location indicated on the cover of this document, before the date and time indicated as the deadline. It is each Proposer's responsibility to ensure that the Purchasing Division receives its proposal prior to the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons.
  - b. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:30 p.m. local time, Monday through Friday, except for observed holidays.
  - c. Proposals received after the above deadline will not be accepted and will be returned to the Proposer unopened. The Purchasing Division's timestamp shall be the official time.
  - d. Wayne County has no obligation to consider any proposal that is not received by the deadline.
- 3) Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP, specifications and terms of the Form of Contract, and the County's Procurement Ordinance, and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- 4) Proposals sent by facsimile, telegraph, or email will not be considered.
- 5) All costs incurred in the preparation and presentations of the proposal, as well as any resulting contract, are the Proposer's sole responsibility; no such costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the County.

### 3.7 Adherence to Mandatory Minimum Requirements (Pass/Fail)

Interested and qualified Proposers that can demonstrate their ability to successfully provide medical supplies and equipment requested under this RFP are invited to submit proposal(s), provided they meet the following minimum requirements:

- a) The Proposer OR Proposer or its subcontractor OR Proposer or its key personnel must have five (5) years' experience in the medical supply industry.



- b) The Proposer OR Proposer or its subcontractor OR Proposer or its key personnel must have worked on at least three comparable projects

Be sure to identify if subcontractor or key personnel experiences may be used to satisfy the requirements in lieu of the Proposer AS A BUSINESS (**which is the default if you do not specify otherwise**). Be sure to list any required licensures, certifications, etc., and any minimum amounts of prior experience, number of contracts/clients, volume of business, etc.)

Wayne County Purchasing Director or designee shall review Part 2, Section 4 – Proposer's Information, Minimum Qualifications & Forms and determine if the Proposer meets the minimum requirements as outlined in this RFP.

Failure of the proposer to meet with the minimum mandatory requirements may eliminate its proposal from any further consideration.

If a proposer fails to meet the minimum qualifications then their bid will not be advanced to the Evaluation Committee for consideration.

### 3.8 Evaluation Process

All Bids will be reviewed for compliance with the mandatory requirements stated within this RFP. Bids not in compliance with the minimum mandatory requirements will be eliminated from further consideration.

- A. Wayne County may contact the Proposer for clarification of the Proposer's Bid
- B. Wayne County may require the Proposer to submit additional and/or supporting materials
- C. Responsive bids will be evaluated on the factors identified in this RFP. The Proposer(s) whose bid is advantageous to the Eligible Agencies, taking into consideration the evaluation factors, will be recommended to for award approval.

### 3.9 Evaluations and the Proposal Evaluation Committee

Wayne County reserves the right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s).

All requests for proposals shall be reviewed and evaluated by an Evaluation Committee approved by the Purchasing Director. Evaluation Committees are usually comprised of at least three voting members, but they can be any size. Voting membership on the Evaluation Committee shall be limited to County employees; however, the Purchasing Director, Procurement Officer, public officials and / or consultants under contract with Wayne County may sit as non-voting consulting members. (Bid Evaluators Guide)



All proposals will be evaluated based on Section 3.10 below. All proposals will be scored and ranked in numerical sequence as outlined in the Bid Evaluators Guide. Wayne County may also, at its option, invite proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate.

After a prospective supplier/contractor has been selected, Wayne County and the prospective supplier(s)/contractor(s) will negotiate a Contract. If a satisfactory Contract cannot be negotiated, Wayne County may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal, as determined by Wayne County.

### **3.10 Evaluation Criteria**

#### **3.10.1 Experience & Qualifications (30 points)**

Samples of Evaluation Criteria and related submittal requirements are provided below:

- (a) Describe how you meet or exceed the minimum qualifications in the Scope of Work in this document.
- (b) Describe how you meet or exceed the preferred qualifications in the Scope of Work in this document. *Remove if no preferred qualifications*
- (c) Describe the experience (including years of experience) in providing similar services. *Do not include this if a minimum or preferred qualification already covers type and years of experience.*
- (d) Provide at least three (3) references for similar projects, including name of establishment, address, dates of service, contact name and telephone number. *If key personnel are to be proposed (see next item) you should add the following:* Clearly indicate for the projects which, if any, of the proposed key personnel worked on each.
- (e) Describe the experience and qualifications of key personnel. Include detailed resumes.

#### **3.10.2 Management Plan and Issue Resolution (18 points)**

- (a) Submit a detailed work-plan on meeting customer orders with on time delivery.
- (b) Submit a proposed plan and details on issue resolution with orders.

#### **3.10.3 Technical Solution (20 points)**

- (a) Describe how the proposed system can meet or exceed all of the minimum system requirements as listed in Section 3 – Specifications and Scope of Work.
- (b) Complete Attachment A that requires you indicate for each item what the base system does, what can be done with minor configuration changes, and what requires actual customization to perform.
- (c) Attach screen prints showing how customers will order supplies.

#### **3.10.4 Pricing (30 points)**

- (a) Complete the enclosed price sheet (**Attachment A**).





- (b) Provide a detail of how you arrived at this figure. Be sure to include breakdowns by position and hours, as well as detail of anticipated reimbursable expenses.

**3.10.5 Utilization of First Tier Subcontractors located in Wayne County (2 points)**

- (a) Please completely fill out the “Purchasing Division Utilization of First-Tier Subcontractor Form” included in this RFP.
- (b) Provide a description of the services each first-tier subcontractor located in Wayne County will provide along with the total amount each subcontractor will be compensated.
- (c) A formal letter of intent between the Respondent and each first-tier subcontractor located in Wayne County formalizing the intent to subcontract, if awarded a contract pursuant to this RFP.

Depending on the amount of points assigned to the “utilization of subcontractor located in Wayne County” criteria, Responses shall receive a prorated number of the points based on the total percentage of subcontractors located in Wayne County that are utilized as set-forth in the “First-Tier Subcontractor Designation” form.

*(For Example: if the total points allocated for the “utilization of subcontractor located in Wayne County” criteria is 8 points, and a Respondent utilizes 30% of total subcontractors located in Wayne County. then they will receive 2.4 points for this criteria).*

EVALUATION CRITERIA	WEIGHT
<b>EXPERIENCE AND QUALIFICATIONS</b>	<b>30</b>
MEET OR EXCEED MINIMUM QUALIFICATIONS	6
MEET OR EXCEED PREFERRED QUALIFICATIONS	6
EXPERIENCE	6
REFERENCES	6
QUALIFICATIONS OF KEY PERSONELL	6
<b>Subtotal</b>	
<b>MANAGEMENT PLAN AND ISSUE RESOLUTION</b>	<b>18</b>
WORK PLAN FOR ON TIME DELIVERY	9
ISSUE RESOLUTION PLAN	9
<b>Subtotal</b>	
<b>TECHNICAL SOLUTION</b>	<b>20</b>
SYSTEM REQUIREMENTS	7
ATTACHMENT A SYSTEM REQUIREMENTS	7
SCREEN SHOT OF HOW ORDERS ARE TAKEN	6
<b>Subtotal</b>	
<b>OTHER FACTORS</b>	<b>2</b>
Utilization of Wayne County Subcontractors	2
<b>Subtotal</b>	
<b>PRICING (Commission Rates &amp; Fees)</b>	<b>30</b>





### 3.10.6 **Evaluation Credits**

- (a) Provide a County Based Enterprise, Targeted Growth Community Enterprise, or other Wayne County Advantage program certificate (see item 1) b) on prior page) if you have one; otherwise it will not be considered during the evaluation.

### 3.11 **Optional Tools to Enhance Evaluation Process**

Wayne County, during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Wayne County.

#### 3.11.1 **Clarifications**

Wayne County may issue a clarification request, in writing, to one or all Proposers. A clarification request does not allow a Proposer to change its proposal.

#### 3.11.2 **Deficiency Report**

Wayne County may issue a Deficiency Report and Clarification Request (DR/CR) to each Proposer determined to be in the competitive range. The DR/CR response may include any changes to the Proposer's proposal to address the listed deficiencies or clarifications, including alterations to the Proposer's price proposal to address correction of the deficiencies.

#### 3.11.3 **Oral Presentation**

Wayne County may require an oral presentation of the Proposer's proposal. This presentation provides an opportunity for the Proposer to clarify its proposal.

#### 3.11.4 **Site Visit**

Wayne County may conduct a site visit to tour and inspect the Proposer's facilities.

#### 3.11.5 **Best and Final Offer (BAFO)**

Wayne County may request a Best and Final Offer (BAFO) from each Proposer determined to be in the competitive range.

### 3.12 **Negotiations**

After a prospective Contractor has been selected, Wayne County and the prospective Supplier(s) will negotiate a Contract. If a satisfactory Contract cannot be negotiated, Wayne County may, at its sole discretion, begin negotiations with the next qualified Proposer who submitted a proposal, as determined by Wayne County.

### 3.13 **Wayne County Option to Reject Proposals**

The County reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Purchasing Director or designee that the best interest of the County will be served by doing so. The County may reject any proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other



obligation, or if the Proposer is debarred by the County from consideration for a contract award, or if Proposer has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other penalty within the two (2) years immediately preceding the date of issuance of this document.



## PART 2 – PROPOSAL (SUPPLIER’S/CONTRACTOR’S RESPONSE)

### SECTION 4.0 - PROPOSER’S INFORMATION, MINIMUM QUALIFICATIONS & CERTIFICATIONS

#### FORMS CHECKLIST

Check if Required	Link to form within this document
	4.1 <a href="#">Minimum Qualification</a>
	4.2 <a href="#">Business Information Questionnaire</a>
	4.3 <a href="#">Proposal Form</a>
	Download*, complete and include with your bid
	4.4 <a href="#">First Tier Subcontractor Designation Form</a>
	4.5 <a href="#">Ethics in Contracting Vendor Form</a>
	4.6 <a href="#">W-9 Form</a>
	4.7 <a href="#">Fair Employment Practices (FEP) Certificate</a>
	4.8 <a href="#">DBE Form (Federal Requirement)</a>

\* Download Form at <http://www.waynecounty.com/purchasing>



## 4.1 Minimum Qualifications

### 4.1.1 References that Demonstrate Minimum Qualifications (Outlined in Section 3.7)

Complete the following information for a minimum of three (3) customer references for medical supplies and equipment contracts of similar scope dating within the past 5 years.

#### Reference 1:

Entity Name:	Contact Name and Title:	
City:	State:	
Phone Number:	Email Address:	
Years Served:	Annual Volume:	
Description of Services:		

#### Reference 2:

Entity Name:	Contact Name and Title:
City:	State:
Phone Number:	Email Address:
Years Served:	Annual Volume:
Description of Services:	

#### Reference 3:

Entity Name:	Contact Name and Title:
City:	State:
Phone Number:	Email Address:
Years Served:	Annual Volume:
Description of Services:	



#### 4.1.2 ***Experience & Qualifications***

- 1.) The Proposer OR Proposer or its subcontractor OR Proposer or its key personnel must have five (5) years' experience in the medical supply industry.
- 2.) The Proposer OR Proposer or its subcontractor OR Proposer or its key personnel must have worked on at least three comparable projects



#### 4.2 Business Information Questionnaire

Please provide the following:

1. Company's official registered name

2. Brief history of your company, including the year it was established

3. Company's Dun & Bradstreet (D&B) number **(Optional if you do not have one)**

4. Company Type (Corporation, LLC, Joint Venture, Partnership, Individual). If Corporation, include State of Incorporation and Date of Incorporation.

5. Company's organizational chart of those individuals that would be involved in the contract. Include Partners, Principals, Corporate Officers or Owners, Corporate Directors.

6. Corporate office location

a. List the addresses of sales and service offices/locations in Michigan

b. List the names of key contacts at each with title, address, phone and e-mail address

7. List of principal stockholders (i.e., those holding 5% or more of the outstanding stock)

8. What differentiates your company from your competitors?

9. Financial Disclosure/Conflicts of Interest (Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with Wayne County, or with any of its Commissioners or officers.

10. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

11. Has your company been debarred by the Federal or any State Governments?

☐ Yes ☐ No If yes, has it been lifted and if so, when?

12. Has your company had contracts terminated for breach or failure to perform within the past five years?

☐ Yes ☐ No If yes, by whom and why?



#### 4.3 Proposal Form

##### PROPOSAL FORM

**Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation**

The Undersigned hereby offers and, if the contract is executed by the County Executive, agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals. The Undersigned further agrees to accept, via email or other electronic means, any and all notifications and contractual documents including, but not limited to, notifications, insurance verification requests, and purchase orders.

##### **ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Information to Proposers, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

##### **OBLIGATION:**

The undersigned, by submission of this Offer, agrees to be obligated, if recommended for award of the contract and if the contract is executed by the County Executive, to provide the stated goods and/or services to the County for the term as stated in this RFP, and to enter into a contract with the County, in accordance with the conditions, scope and terms, as well as the Form of Contract, together with any written addenda as specified above.

##### **COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Proposer represents that: 1) the Proposer is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Proposer will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

##### **NONCOLLUSION:**

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

##### **PERFORMANCE GUARANTEE:**

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

##### **SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.



**No proposal shall be accepted which has not been manually signed in ink in the appropriate space below.**

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

**For clarification of this offer, contact:**

Company Name	Name
Address	Title
City                      State                      Zip	Phone
Signature of Authorized Person	Fax
Printed Name	Email





## SECTION 5.0 – RESPONSE TO SOW REQUIREMENTS

Note: Please review section 2.1 through section 2.22 for responses within this section.

### 5.1 Contracted Scope of Services/Statement of Work:

The scope of this Contract is to include providing medical supplies and equipment to each Ordering Entity as needed. The type and quantities of those medical and surgical supplies will vary based upon the needs of the Ordering Entity.

**Proposer Response:** Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

--

### 5.2 Specifications:

All commodities and/or services to be furnished hereunder shall conform to the specifications as noted on the attached Excel spreadsheet (Attachment A).

#### a. Alternate Products:

- The County defines “Alternate Product(s)” as products other than the items listed in *Attachment A*.
- Bidders who wish to propose an Alternate Product must submit the proposed item(s) in question form by Bid Q&A deadline. (see Section 3.3).
- Bidders must include descriptive literature and technical data for each item that may include but not limited to: dimensions, material, and product specifications.
- It is the Bidder's responsibility to submit sufficient information to enable the County to evaluate whether their proposed Alternate Product is of equal quality to the items in Attachment A.
- In the Q&A addendum posted on MITN, the County will indicate whether a proposed Alternate Product is approved.
- Approval of Alternate Products is solely at the County's discretion.
- Alternate products not approved during Q&A will not be considered for award.

#### b. Documenting Alternate Products:

If an alternate product has been approved during the Q&A and the bidder intends to provide that item to the County, the following information must be completed in Attachment A:

- Alternate Product Description
- Unit of Measure (UOM)
- Quantity per UOM
- Alternate Product Manufacturer Name
- Alternate Product Manufacturer SKU Number
- Unit Price



**Proposer Response:** Please confirm understanding of the specifications or state any exceptions. (Any exceptions to the specifications will be evaluated and determined whether they are in the best interest of the County.)

### 5.3 Implementation:

- a. The bidder should discuss the outline of their methodology to achieve timely implementation with minimal operational disruption, providing a proposed timeline for implementation that cites specific dates and deadlines for the major implementation plan. The Bidder should also discuss the required County employee involvement and any ongoing plan to ensure successful implementation.

**Proposer Response:**

- b. The bidder should discuss how they will communicate with County during the implementation of the Contract and who within their company will communicate and receive ongoing information during the implementation of the Contract. The Bidder should also discuss how communications be sent and received between the County and the Contractor.

**Proposer Response:**

- c. The bidder should discuss how the Ordering Entity accounts will be initially set up and how the Ordering Entity accounts will be managed with respect to additions, deletions and modifications of accounts during the life of the Contract.

**Proposer Response:**

- d. The bidder should explain the amount of time that will be required in order to transition from the current provider to your company if you are awarded the Contract, and what information will be required from the County.

**Proposer Response:**



#### 5.4 Contract Administration:

- a. The Bidder should discuss the process by which the County will be informed of discontinued products and how they will notify the County of an alternate product which is of equal or better quality for equal or less price.
- b. The County must be notified 30 days in advance of any item that will be discontinued during the term of the Contract and the item that replaces the discontinued item shall be added to the Contract at the fixed price or lower and be of equal or greater quality/specification. The County reserves the right to consider approval of the alternate in its sole discretion

#### *Proposer Response:*

--

#### 5.5 Reports:

- a. The Contractor will be required to submit to the County or CoPro+ participant reports as requested. The reports may include but are not limited to: monthly usage by Ordering Entity, outstanding invoices, backorder reports, etc.
- b. The Contractor should suggest methods by which the Ordering Entity can save at least 3% of its total medical supply expense during the next year. This report should be submitted to the Wayne County Purchasing Director or director's designee, annually 60 days prior to the Contract anniversary date.
- c. The Contractor shall provide a monthly fill rate report to the Ordering Entity.

*Proposer Response: Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)*

--

#### 5.6 Staff, Duties, and Responsibilities:

Bidders are required to provide the name, job title and contact information for all personnel who will be assigned to any resulting Contract. Examples include but are not limited to: Inside sales, accounts receivable, outside sales representative, account representative, district manager, etc.

#### *Proposer Response:*

--



#### 5.7 Meetings:

The County may request a kick-off meeting with the bidder within thirty (30) days of the Effective Date. The County may request other meetings as it deems appropriate.

#### *Proposer Response:*

Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

--

#### 5.8 Place of Performance:

The bidder must list the location of all facilities that will be involved in performing the Contract including the city and state of any call center:

#### *Proposer Response:*

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location

#### 5.9 Ordering

When orders are placed by the County or CoPro+ participant, the Contractor shall notify the Ordering Entity within 24 hours of any item(s) that are not in stock and the anticipated date when item(s) will be in stock. The Ordering Entity reserves the right to wait for the item(s) to return to stock and place as a backorder or cancel the item(s) and order from an alternate Contractor.

The bidder must confirm whether it is able to receive orders by any of the following methods: electronically, phone, facsimile transmission, or by written order. If not, the bidder must explain its ordering capabilities.

The bidder must have internal controls to: (a) ensure that only authorized individuals place orders; and (b) verify any orders that appear to be abnormal or excessive.

The bidder must have: (a) one or more knowledgeable individual(s) specifically assigned to Ordering Entities accounts that will respond to inquiries promptly; (b) a sales representative assigned to provide product information and ordering questions and concerns and (c) a statewide toll-free number for customer service calls.



Bidder should specify the hours of operation and provide the expected call back time by the customer service representative.

The bidder must explain how it intends to provide customer service, if the services listed above are not available to the Ordering Entity.

***Proposer Response:***

--

#### **5.10 Binding Commitments**

The bidder must identify its representatives with the authority to make binding commitments on the bidder's behalf and state the extent of that authority.

***Proposer Response:***

--

#### **5.11 Training**

The bidder must explain its training capabilities and any training that is included in its bid.

The Contractor shall provide training to individual staff, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Wayne County Purchasing Director or Director's designee, the Contractor shall provide in-service training to County personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the County as needed during the period covered by the Contract at no additional charge.

***Proposer Response:***

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#### **5.12 Service Security of Building and Property Requirements**

The bidder may be required to make frequent deliveries to Wayne County facilities. The bidder must explain how it intends to ensure the security and safety of these facilities, including, but not limited to, performance of background checks on its personnel. The bidder must explain how background checks are performed, what the background check consists of, the name of the company that performs the background checks, whether



the bidder uses uniforms and ID badges, etc. If background checks are performed, the bidder must provide a document stating that its personnel have satisfactorily completed a background check and are suitable for County work.

The County may issue County ID badges to the bidder's delivery personnel or accept the ID badge issued to delivery personnel by the bidder. The County may decide to perform an additional background check. If so, the bidder must provide a list of all personnel, including name and date of birth, who will be assigned to County work.

**Proposer Response:** Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

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#### 5.13 Delivery and Acceptance

- a. The County will use the following criteria to determine acceptance of Deliverable(s):
  1. Itemized packing slip
  2. Detailed invoice
  3. Order shipment is complete and correct
- b. It is requested that all orders be delivered within three (3) Business Days after receipt of order. Bidders must agree to the time frame noted above. Bidders that do not agree with these terms will not be considered for further evaluation or award.
- c. The County is interested in both a standard delivery program (3 Business Days) and a quick-ship program. Please discuss the delivery time associated with each program, as well as if there are quantity and other limitations for the quick ship program.
- d. Within three (3) Business Days of notification by the Ordering Entity of damaged orders or a shipping error, the Contractor must ship correct item(s) and issue call tag and/or make arrangements to pick up incorrect item(s) at the Contractor's expense.

The bidder must provide as part of its bid response a mechanism to refund/return/replace incorrect orders. The response should describe in detail the Bidder's return policy and procedure. All returns for incorrect orders are at no cost to the Ordering Entity, including re-stocking fees.

The bidder agrees to replace or issue credit within seven calendar days of the receipt of return for all manufacturer and shipping defects at no cost to the Ordering Entity.

Packing slips must accompany all deliveries and deliveries must be signed for by receiving staff.



- e. If the fill rate falls below 94% for three consecutive months and the Contractor fails to provide an explanation for the reduction which is satisfactory to the County, the County reserves the right to cancel the Contract with a 30-day written notice to the Contractor.

**Proposer Response:**

**5.14 Minimum Order**

The County requests that there be no minimum order size.

**Proposer Response:** Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

**5.15 Packaging**

- a. Each order delivered shall be individually packaged and shall contain a packing slip that provides the following information:
  - 1. Ordering Entity name and address.
  - 2. Name and telephone number of the person to whom the order is being delivered.
  - 3. The Ordering Entity's purchase order number.
  - 4. Stock number and brief description of each item.
  - 5. Unit of issue.
  - 6. Quantity of each item.
  - 7. Unit price and extended price of each item.
  - 8. Date order was received by Contractor.
  - 9. Shipping code to identify shipping condition (item temporarily out of stock/will ship late, discontinued item, or item temporarily out of stock/please reorder).
  - 10. Total price of order.
- b. Each order will utilize the box size that is the most appropriate for the quantity of items being shipped.
- c. If orders are being shipped by a commercial carrier, packaging, containers, etc., shall be in accordance with Contractor's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.



**Proposer Response:** Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

#### 5.16 Palletizing

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturer's standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6", including pallet.
- Maximum weight: 3000 pounds, including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

**Proposer Response:** Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

#### 5.17 Delivery Term

The bidder must quote prices "F.O.B. Destination, within Government Premises" with freight allowed on all orders. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance.

For deliveries of medical and surgical supplies being made to Wayne County facilities, the following delivery terms apply:

1. The Contractor will be required to ship the items to various facilities as noted on each individual purchase order.
2. Deliveries shall be Monday through Friday 8:00 a.m.-2:30 p.m. No deliveries will be accepted on Wayne County holidays. The Wayne County holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day (even years only), Veterans Day, Thanksgiving (and the day after), Christmas Eve, Christmas and New Year's Eve.
3. If delivering to a location inside a Wayne County secure perimeter (i.e., jail), the carrier must call the facility at least 24 hours prior to delivery of the order and provide the information for Law Enforcement





Information Network (L.E.I.N.) clearance of the delivery driver and rider(s). Minors under the age of 17 will not be allowed to enter the secure facility.

4. Contractors should be aware that there is a possibility of a mobilization and/or delay at any of the secure facilities which prohibits delivery carriers entering the facility at time of arrival. The County will not be responsible for any additional charges which may arise due to delivery delays. The Contractor is only required to coordinate with the receiving facility 24 hours prior to delivery when the Contractor will be delivering within the inside of the secure perimeter. The majority of the deliveries will be outside the secure perimeter of the facility. In the event of an uncontrollable circumstance within the facility, the County will work diligently with the Contractor to ensure that goods are unloaded from the truck as quickly as possible to get the truck off facility grounds.
5. All tobacco products are prohibited at all Wayne County facilities. This includes vendors/drivers who will be prohibited from bringing in personal tobacco products to these locations.
6. All cellular devices are prohibited from all Wayne County secure facilities.
7. Secure facilities will provide a lock box for cellular devices and personal tobacco products in the vehicle sallyport. Bidder(s) that come into the secure facility will need to secure their cellular devices and personal tobacco products in their vehicle prior to entrance. If the Bidder arrives with such products, the Bidder will be requested to return the item to their vehicle. Delivery vehicles that carry tobacco products for other organizations will not be allowed to bring such products into secure facilities.
8. If the Bidder's vehicle is equipped with video equipment, the Bidder must have locking capability of interior and exterior facing lenses. Video equipment cannot be used within secure facilities.
9. Weapons and explosives are prohibited from all Wayne facilities.

Bidders must agree to the delivery terms noted in section 2.17. **Bidders that do not agree with these terms will not be considered for further evaluation or award.**

**Proposer Response:** Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

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#### 5.18 Invoices

The bidder must provide a sample invoice that, at a minimum, includes:

1. Date
2. PO #
3. Quantity
4. Deliverable
5. Unit Price
6. Shipping Cost (if any)
7. Total Price

**Proposer Response:** Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

#### 5.19 Quality Assurance

The bidder must explain its Quality Assurance Program(s). Bidder must explain the process used to notify the Ordering Entity of products recalled by the manufacturer and the return and replacement of recalled products.

**Proposer Response:**

#### 5.20 Warranty for Deliverables

The bidder must explain its warranty period for Contract products. The bidder must explain the process for reporting warranty issues and how it will handle any repairs or replacements.

**Proposer Response:**

#### 5.21 Special Incentives

The bidder must explain any special incentives that the bidder is offering, such as return policies, trade-in programs, quantity discounts, etc.

**Proposer Response:**



## 5.22 Environmental Requirements

The County prefers to purchase products that impact the environment less than competing products. Environmental components that may be considered include: recycled content, recyclability, and the presence of undesirable materials in the products, especially persistent, bioaccumulative, and toxic chemicals. The bidder must explain if it intends to provide such products, including any relevant third-party certification (such as Green Seal, etc.).

**Proposer Response:** Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

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## SECTION 6.0 - TERMS AND CONDITIONS

**PLEASE SEE ATTACHMENT B FOR TERMS AND CONDITIONS**

### Confirmation of review of Terms & Conditions

I have reviewed the terms and conditions. ☐ YES ☐ NO

I accept all the terms and conditions outlined. ☐ YES ☐ NO

Please outline exceptions to terms and conditions below, or attach a redlined, .DOC (MS Word) version of the document as part of your bid response.

**Company Representative Name:** \_\_\_\_\_

**Company Representative Signature:** \_\_\_\_\_

Any exceptions to the Terms & Conditions contained herein shall be noted in writing below and included with the bid submittal.

Page Number	
Outline Number or Paragraph	
Term, Condition or Specification	
Exception	
Signature (same signature as on Bid Affidavit Signature and Acceptance form)	



## SECTION 7.0 –PRICING REQUIREMENTS & SCHEDULE

### 7.1 Pricing Schedule

#### 7.1.1 Pricing Schedule Worksheets

Please see **Attachment A** for pricing schedule and complete the following information:

#### 7.1.2 Tax Excluded from Price

(a) Sales Tax: Wayne County and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

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

#### 7.1.3 Special Incentives

Wayne County is interested in any other special programs and alternative recommendations that Proposer's may have. Please discuss these programs, such as customer employee retail discounts, return policies, trade-in programs allowing the return of new product not needed, quantity discounts, green product offering, Michigan made products. For contracts designated to be extended to other schools, municipalities and counties it is expected that Wayne County will see an offer for administrative fees and rebates to assist in the operation of this consortium.

### 7.2 Pricing Terms

#### 7.2.1 Price Guarantee

Price Stability Guarantee - For the first twelve months of the Agreement, the Proposer must guarantee to provide the services at the proposed rates. The Proposer can propose price increases or decreases after the above stated time period.

#### 7.2.2 Bid Pricing

Bid pricing must reflect Net 45 payment terms.

#### 7.2.3 Additional Item Pricing

Pricing for any item added to the Contract at a later date will be negotiated before the item is added via a Contract change notice.