



BIDDERS COMPANY NAME

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# REQUEST FOR PROPOSAL

## 6528

### COST CONTAINMENT AND COST RECOVERY PROGRAM FOR WASHTENAW COUNTY

Prepared by:

Washtenaw County  
Purchasing Division  
Administration Building  
220 N. Main B-35  
Ann Arbor, MI 48104

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Purchasing Manager

Anne Strieter, B.S., C.P.M.  
Senior Buyer



## WASHTENAW COUNTY FINANCE DEPARTMENT

Purchasing Division

220 N. Main, Ann Arbor, MI 48104  
Phone (734) 222-6760, Fax (734) 222-6764

### REQUEST FOR PROPOSAL #6528

June 22, 2010

Washtenaw County Purchasing Division on behalf of the Washtenaw County Board of Commissioners is issuing a Sealed Request for Proposal (RFP) #6528 for Cost Containment and Cost Recovery Program for a period of two years.

**Sealed Proposals:** Contractor will deliver **one (1) original and seven (7) copies** of the bid proposal to the following address:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
Ann Arbor, MI 48104**

### **By 3:00 p.m. on Thursday, July 29, 2010**

A pre-bid meeting is scheduled for Wednesday, July 14, 2010 at 1:30 pm at the Washtenaw County LLRC Room A, 4135 Washtenaw Avenue, Ann Arbor, MI for all vendors to attend that have any questions.

**Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.**

- The envelope should be clearly marked "**SEALED RFP # 6528**".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter, C.P.M. at 734-222-6749 or [strietera@ewashtenaw.org](mailto:strietera@ewashtenaw.org)
- Please direct technical questions regarding this RFP to Cheryl Perry at 734- 222-6784 or [perry@ewashtenaw.org](mailto:perry@ewashtenaw.org)

Thank you for your interest.

**RFP #6528 Cost Containment Program for Washtenaw County**

**PROPOSAL INFORMATION**

**I. PROPOSAL DEFINITIONS**

<b>Definitions</b>	<b>“Bidder”</b>	An individual or business submitting a bid to Washtenaw County
	<b>“CONTRACTOR”</b>	One who contracts to perform services in accordance with a contract
	<b>“County”</b>	Washtenaw County in Michigan

**II. TERMS**

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP’s may be adjusted to allow for revisions. To be considered, **One(1) original and seven (7) copies** (one copy unbound and suitable for photocopying) must be at the County on or before the date specified.

E. Proposals should be prepared simply and economically providing a straightforward, concise description of the CONTRACTOR’S ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County vendors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County vendor. For purposes of this section, Washtenaw County vendor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County vendor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County vendor and if two or more bids are substantially equal.

**III. PROPOSAL SPECIFICATIONS**

**A. PURPOSE OF PROPOSAL**

The Washtenaw County Board of Commissioners is requesting responses from vendors to review some commodities that are purchased throughout the county. The vendor would negotiate the best price for these commodities that are sole source or professional service contracts as needed. The vendor would then receive pricing based on a percentage of what the vendor saved the county over a period of one year.

Additionally, the county is also asking for responses from vendors for a cost recovery program that audits accounts payable and receivable systems for inappropriate payments, overpayments, or duplicate payments.

Departments would provide information to the vendor, but vendor will have to use their own labor and staff costs. Labor provided by the county, will be deducted (average office staff labor rate \$25 per hour) from the amount of savings. Copy costs incurred will be charged back to the vendor at the rate of 20 cents a copy.

Since Washtenaw County has gone through staff reductions, Washtenaw County staff time is limited.

For some commodities, the vendor is selected but the invoices need to be reviewed through cost recovery.

The following commodities have been selected, but could include more if necessary.

- Medical Services
- Software
- Mailing Services
- Motorola
- Security Services
- Legal Services
- Scanning Maintenance
- Fuel for Fleet Vehicles
- Telecommunication Services
- Utilities (Gas and Electric)
- Insurance
- Bank Charges
- Court fees
- Office Supplies

**IV. VENDOR SPECIFICATIONS**

The proposal should include all of the following information:

- A.** Bidder's Qualifications, years of government experience. Describe experience in providing the level and type of service specified in the proposal (Attach as Attachment A).
- B.** At least five (5) references covering similar services. Include company name, contact name, phone number, email address. Also include how much savings from what commodity during time period. (Attach as Attachment B)
- C.** Provide the name, title and telephone number of the manager responsible for the project. (Attach as Attachment C)
- D.** List the number and names of individuals that will be working on the project. List degrees, licenses or certifications for each of the staff. Attach resume for each staff member. (Attach as Attachment D)
- E.** State the address of the local company location that will be doing the work. (Attach as Attachment E)
- F.** HOURS OF OPERATION- County normal business hours will be from 8:30 am to 5:00 PM Monday through Friday.
- G.** SUBCONTRACTORS-Subcontracting of any services requested under this bid is prohibited, unless those services requested exceed the scope of this bid and are required to effect timely completion of requested service and are agreed to by the County in advance of contract initiation and start of work.
- H.** Attach method on how cost savings is defined and calculated. (Attach as Attachment H)
- I.** Current list of Washtenaw County vendors in your national data base. List of Michigan vendors in your national data base. See page 1 under F for defining local Washtenaw County vendor. (Attach as Attachment I)
- J.** List what commodities from the commodities listed, your company specializes in. (Attach as Attachment J)

**V. STANDARD PROVISIONS FOR CONTRACTS**

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. These provisions are general principles that apply to all contractors of service to Washtenaw County such as the following:

**ARTICLE III - REPORTING OF CONTRACTOR**

Section 1 - The CONTRACTOR is to report to County Administration and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the CONTRACTOR must be dated and bear the CONTRACTOR's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the CONTRACTOR's activities during the term of this contract.

Section 5 - When applicable, the CONTRACTOR will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the CONTRACTOR, the County may review any of the CONTRACTOR's internal records, reports, or insurance policies.

**ARTICLE IV - TERM**

This contract begins on (DATE) and ends on (DATE).

**ARTICLE V- PERSONNEL**

Section 1 - The CONTRACTOR will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The CONTRACTOR will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the CONTRACTOR is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the CONTRACTOR. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

**ARTICLE VI - INDEMNIFICATION AGREEMENT**

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

**ARTICLE VII - INSURANCE REQUIREMENTS**

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limits of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

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No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

**ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

**ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY**

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

**ARTICLE X - CONTINGENT FEES**

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

**ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

**ARTICLE XII - LIVING WAGE**

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.88 per hour with benefits or \$ 12.75 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2010 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

**ARTICLE XIII - EQUAL ACCESS**

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

**ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION**

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

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**VI. EVALUATION CRITERIA**

Vendor provides all information as required in the bid.	5 points
Vendor experience with government entities, competence and longevity	20 points
Quality and thoroughness of written proposal	5 points
References	15 points
Proven track record with savings	20 points
Amount of percentage from savings	35 points

A committee will evaluate all proposals submitted by the criteria.

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**VII. COST SHEET**

The total amount that was saved by contractor during a 12 month period.

\_\_\_\_\_ % contractor receives.

\_\_\_\_\_ % Washtenaw County receives

Any other costs that Washtenaw County could incur needs to be stated below:

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**SIGNATURE PAGE**

_____ Signature	_____ Company Name		
_____ Print Name	_____ Company Address		
_____ Title	_____		
_____ URL Address	_____ City	_____ State	_____ Zip
_____ Telephone #	_____ Fax #		
_____ Federal Tax ID #	_____ Email Address		

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.