



OAKLAND COUNTY EXECUTIVE DAVID COULTER

Compliance Office | Purchasing
 (248) 858-0511 | purchasing@oakgov.com

SOLICITATION FORM

☒ **SEALED BID/RFP** ☐ **NON-SEALED BID/RFP** ☒ **ONLINE ONLY**

☐ Hard Copy Required ☐ Online ☐ Online AND additional Hard Copies

(SEE GENERAL SUBMISSION INFORMATION FOR DIRECTIONS ON HOW TO SUBMIT THE ABOVE CHECKED BID/RFP TYPE)

CONTACT INFORMATION

Oakland County Purchasing Division
 Building 41 West - Lower Level
 2100 Pontiac Lake Road
 Waterford, MI 48328

Buyer Tucker Sr, Ed

Phone (248) 858-1064

Email tuckere@oakgov.com

Solicitation Event ID 000173

Response Due 1/10/2023 3:00 PM Eastern Time

Event Title Clinical Optimization Consultant

Category Codes 91806, 91832, 91838, 91846, 91858, 91875, 91878, 91890

Oakland County Purchasing is issuing a Bid/Request for Proposal (RFP) seeking bidders/respondents to provide services or goods as detailed in Attachment (B).

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- Solicitation Form (This Form- Bidder/Responder Information and Signature Page)
- Attachment (A) – Mailing Label
- Attachment (B) – Solicitation Specifications
-

BIDDER/RESPONDERS INFORMATION	
Legal Name	
Street Address	
City	
State/ZIP	
Corporate I.D. or Taxpayer I.D. #	
Bidders/Responders Contact Name	
Contact Phone	
Contact Email	

This ENTIRE Solicitation packet (ALL Pages) must be included and returned signed with your bid/RFP response.

I have reviewed the TERMS AND CONDITIONS and insurance requirements stated prior to submitting this bid/RFP solicitation.

Vendor's Authorized Agent

Signature	_____	Date	_____
Printed Name	_____		
Title	_____		
Phone	_____		
Date	_____		
Email	_____		

***To be filled out and used when mailing or dropping off a hard copy**

**CUT BELOW THE DOTTED LINE AND AFFIX LABEL TO EXTERIOR OF MAILING ENVELOPE
OR PACKAGE**

THIS IS A SEALED BID

From

Company Name	
City, State and Zip	
Contact Person	
Phone Number	
Email	
Solicitation Event ID	000173
Event Title	Clinical Optimization Consultant
Due Date and Time	1/10/2023 3:00 PM Eastern Time
Buyer	Tucker Sr, Ed

SOLICITATION TERMS AND CONDITIONS

Oakland County Purchasing is issuing a Bid/Request for Proposal (RFP) seeking bidders/respondents to provide services or goods as detailed in Attachment (B) and all additional specification documents. The Terms and Conditions of the award can be found below under **PURCHASE TERMS AND CONDITIONS**. Submission of a response is a confirmation that the Bidder/Respondent is familiar with the solicitation, contractual requirements, and specifications. The Bidder/Respondent understands and agrees to abide by each, and all of the stipulations and requirements contained within the solicitation/bid documents.

GENERAL SUBMISSION INFORMATION:

- **Online Response ONLY:** It is the bidder's/respondent's responsibility that the responses are entered/uploaded into the MITN system - <https://www.bidnetdirect.com/mitn> prior to the due date and time specified
- This solicitation event can be accessed at the Michigan Inter-governmental Trade Network (MITN) website: <https://www.bidnetdirect.com/mitn>

Public Disclosure:

- The bidder/respondent acknowledges that the County is a public entity and therefore is subject to all public disclosure laws.
- Any information contained in the bid/RFP response, including, but not limited to, trade secrets, commercial information, financial information, or copyrighted material, is considered public information and not exempt from disclosure under the Michigan Freedom of Information Act (FOIA).
- Bidder/Respondent should not include any information in a response that bidder/respondent does not want disclosed by the County in response to a FOIA request.
- Bidder/Respondent shall not bring any claim or action against Oakland County, including its employees, agents, or officials, to prevent the County from disclosing any information in the bid/RFP response to a third party in response to a FOIA request or for damages related to such disclosure.

Modifications:

- Prior to the due date of the solicitation, clarifications, modifications, or amendments may be made to the solicitation at the discretion of Oakland County Purchasing. Should any such changes be made, an addendum will be issued and posted on the Michigan Inter-governmental Trade Network (MITN) website: <https://www.bidnetdirect.com/mitn>.
- It is the responsibility of the bidder/respondent to check the MITN website for addendums.

Withdrawal:

- Responses may be withdrawn by the supplier prior to the bid/RFP due date through the MITN website.

Award Information:

- The successful bidder/respondent may be requested to submit a completed, signed Federal W-9 form prior to an award of a contract or purchase order.
- **BIDDER/RESPONDENT MUST PROVIDE DOCUMENTATION OF REQUIRED INSURANCE UPON AWARD.**

TERMS AND CONDITIONS:

The bidder/respondent shall be responsible for all costs incurred in the development and submission of this response. Each response should be prepared simply and economically, providing a straightforward concise description of the bidder's/respondent's approach and ability to meet the County's needs, as stated in this solicitation.

To best serve the County's interest, Oakland County reserves the right to accept or reject any or all responses and to waive any irregularities and /or formalities. This includes the right to award the contract to respondents other than the lowest priced response.

The County reserves the right to split or abstract any or all bidders/respondents and award multiple contracts from the same solicitation based on price, availability, and services when in its judgment best serves the County.

Oakland County assumes no contractual obligation as a result of the issuance of this solicitation, the preparation or submission of a response by a Bidder's/Respondent's, the evaluation of an accepted response, or the selection of finalists. Oakland County shall not be contractually bound until the successful Bidder(s)/Respondent(s) has an executed written contract or Purchase Order.

All prices shall be quoted in U.S. dollars. In case of error in the extension of prices in the response, the unit prices shall govern. Unless notated in the specifications, all quoted prices will be firm for 120 days after the solicitation due date.

Default payment terms are Net 30. Discount payment terms may be offered for earlier payment than 30 days.

Shipping terms must be **"FOB DESTINATION"**

The County reserves the right to request any additional information necessary after the submission of the response. The County reserves the right to conduct interviews, reference checks, and perform any other due diligence necessary to select the vendor(s).

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law. This submitted response, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her uploaded response, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid/RFP and be considered for a possible contract to supply goods and/or services to the County of Oakland.

E-Verify – Prior to contract award all County Contractors are required to comply with Miscellaneous Resolution No.09116 (Board of Commissioners Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors and/or vendors who wish to contract with the County to provide

services must first certify they have registered with, will participate in, and continue utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the contractors and/or vendors. Breach of this term or conditions is considered a material breach of a contract. Contractor's / Vendor's submitting bid/RFP responses agree that the contractor/vendor will registered with, and will participate in, and will continue utilize once registered and throughout the term of a contract, if one is offered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the contractors and/or vendors.

All County Contractors are required to comply with all Federal, State, or Local laws. The County reserves the right to cancel the contract for services if the contractor has not done so. Failure to comply with all Federal, State, or Local laws either currently or historically is a consideration in the bid/RFP evaluation process as well. Such compliance shall include, but not be limited to, non-discrimination against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law; prohibition of use of any copyrighted software contrary to the provisions of any applicable Software license agreement or State or Federal law; compliance with all applicable grant requirements if any part of a Contract is supported or paid for with any State or Federal funds granted to the County; compliance with the Immigration Reform and Control Act (IRCA) and I-9 employment verification requirements. Any and all future Federal, State, or Local laws must also be complied with while the contractor is providing services/products to the County.

Each Bidder by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. The proposal shall be rejected if there is evidence or reason for believing that collusion exists among the bidders. The County at its discretion may or may not, accept future proposals for the same service or commodities for participants in such collusion.

The Bidder certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this contract.

Vendors that have been found guilty or held civilly liable for violation of any federal or state law or have been barred and/or declared ineligible from consideration in receiving any federal, state or municipal contract, must provide information as part of their proposal on all such violations / barrings / ineligibilities.

Pursuant to Act 167 of the Public Acts of 1933, the County of Oakland, A Michigan Constitutional Corporation, is exempt from the sales tax provisions of this Act. In addition, the Michigan Department of Treasury has promulgated General and Specific Sales and Use Tax Rules which provide that the County of Oakland is not required to have a sales tax exemption number. (R205.79; Rule 29)

For reporting purposes – County of Oakland Tax I.D # 38-6004876.

PURCHASE TERMS AND CONDITIONS (ONLY THE CHECKED BOXES APPLY TO THIS SOLICITATION):

☒ **PROFESSIONAL SERVICE/SERVICE CONTRACT REQUIREMENTS:**

- the County's Contract boilerplate is available at https://www.oakgov.com/purchasing/Pages/form_application/Default.aspx Bidders/Respondents are encouraged to review the contract boilerplate with the proposed terms and conditions. Exhibits checked below will be applicable for the bid/RFP.

Exhibits (Applicable if Checked)

- ☒ Exhibit I: Contractor Insurance Requirements
 - ☐ Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
 - ☐ Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
 - ☐ Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
 - ☐ Exhibit V: Federally Funded Contract Requirements
 - ☐ Exhibit VI: Software License(s)
 - ☐ Exhibit VII: License for Use of County Servicemark
 - ☐ Exhibit VIII: Acknowledgement of Independent Employment Status
 - ☒ Exhibit IX: Scope of Contractor Deliverables/Financial Obligations (Generally listed in attachment B of the bid/RFP)
- Review the Primary insurance requirements in Exhibit I listed below. Check boxes in Exhibit I marked with an "X" in Supplemental Coverages will be in addition to the Primary coverage.
 - Failure to maintain the insurance requirements will be considered a breach of contract.

☐ **BLANKET CONTRACT REQUIREMENTS:**

- A copy of the County's Blanket contract terms and conditions is located on the website: https://www.oakgov.com/purchasing/Pages/form_application/Default.aspx Bidders/Respondents are encouraged to review the terms and conditions.

☐ **PURCHASE ORDER REQUIREMENTS:**

- A copy of the County's Purchase Order terms and conditions is located on the website: https://www.oakgov.com/purchasing/Pages/form_application/Default.aspx Bidders/Respondents are encouraged to review the terms and conditions.

THE FOLLOWING INSURANCE EXHIBIT APPLIES TO THIS EVENT IF CHECKED



**THE FOLLOWING INSURANCE IS THE COUNTY'S STANDARD REQUIREMENTS,
ALONG WITH ADDITIONAL OPTIONS WHERE CHECKED**

Exhibit I

CONTRACT INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at Contractor's own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 for each accident, \$500,000 for a disease for each employee, and \$500,000 for a disease policy limit. Contractor must comply with one of the following:

1. Be a Fully Insured or State approved self-insurer;
2. Sole Proprietors must submit a signed Sole Proprietor form; or
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Evidence of workers' compensation insurance is not necessary if neither Contractor nor any Contractor Employees come onsite to any County real property, land, premises, buildings, or other facilities in the performance of this Contract.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. This coverage shall be in excess of the scheduled underlying General Liability, Automobile Liability, and Employer's Liability Insurance policies with exclusions that are not broader than those contained in the underlying policies. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages. The following supplemental coverages are required if selected (checked):

1. ☒ **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
2. ☐ **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
3. ☐ **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. ☐ **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence.
5. ☐ **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
6. ☐ **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
7. ☐ **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
8. ☐ **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractor shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;

5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees, and commissioners as additional insured where permitted by law and policy form;
6. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide thirty (30) days' written notice of cancellation/material change endorsement to the insurance coverages required by this Exhibit.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.