

RESOLUTION

No. 2024-134

By Commissioner Clark-Coleman

RESOLVED, by the Wayne County Commission this 7th day of March, 2024 that approval be, and is hereby, granted authorizing a three-year fleet maintenance services contract with two, one-year options to renew between the Charter County of Wayne and Metrotech Automotive Group, LLC (of Dearborn) not to exceed \$1,115,127 to provide maintenance and repair services, including all labor, parts and materials, for the Sheriff's Office fleet of vehicles, as recommended by the Sheriff; and be it further

RESOLVED, that the term of the contract is from March 7, 2024 through March 6, 2027 and the cost of the contract will be charged to Account Nos. 101 30500 933000 (\$33,600 Sheriff-Exec Div), 101 30600 933000 (\$27,900 Sheriff-Court Serv), 101 30601 933000 (\$58,326 F.O.C.-Enforce Unit), 101 30620 933000 (\$9,750 Court Services-Admin), 101 30720 933000 (\$27,000 Sheriff-Internal Affair), 101 30760 933000 (\$88,530 Road Patrol-Municipal), 101 30790 933000 (\$120,000 Sheriff-Transportation Unit), 101 30794 933000 (\$70,800 PA511 Apprehension Unit), 101 33100 933000 (\$23,790 Sheriff-Marine Law Enf), 101 33120 933000 (\$4,782 Sheriff-Park Patrol), 101 33300 933000 (\$101,808 Sheriff-Secondary Roads), 101 35100 933000 (\$141,600 County Jail), 101 35106 933000 (\$1,500 Sheriff-Crisis Management Unit), 101 35110 933000 (\$146,400 WCJ-Hamtramck), 101 35111 933000 (\$151,200 Jail Tether Program), 265 31303 933000 (\$53,541 Sheriff-Drug Enforcement), 266 30792 933000 (\$15,600 Sheriff-Communications) and 266 32193 933000 (\$39,000 Sheriff-WCCCD Unit); and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned contract on behalf of the Charter County of Wayne.

[Fleet Maintenance Services Contract on File]

(2023-71-048)

FLEET MAINTENANCE SERVICES CONTRACT

BETWEEN

WAYNE COUNTY

AND

METROTECH AUTOMOTIVE GROUP, LLC

CONTROL NUMBER 37-23-048



SECTION 3.0 – SCOPE OF WORK/SPECIFICATIONS

3.1 Contracted Scope of Services/Statement of Work

The successful Proposer (Contractor) must have the ability to provide and/or manage the required preventative maintenance and repair services (services) listed herein for the County's vehicle fleet. A list of existing vehicles is attached herein (Appendix C – Sample Vehicle List) as examples only. The number, make/model, and composition may change without prior notice. The required services must be provided in accordance with Appendix D – Preventative Maintenance Schedule, and Appendix A – Price Sheet, of this RFP.

The County's preference is to have a primary contractor that will manage performance of all required services on its diverse fleet that consists of cars, trucks and motorcycles. Work assigned to the primary contractor may be sub-contracted. When sub-contractors are used, the primary contractor is responsible for performance including, but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty. Any exception including sub-contracting must be noted in the Proposer's response.

3.2 Contractor Responsibilities:

The Contractor shall perform general and preventative maintenance and common repairs on service vehicles and equipment that include, but are not limited to, brakes, suspension, heat/AC systems, electrical systems, transmission, etc.

The Contractor must perform the required services with a turnaround time of less than 72 hours for maintenance or repair of vehicles that are deemed critical to the daily operations of the Wayne County including inmate transport vans, medical transport vehicles, command vehicles and admin vehicles. (This list is not all inclusive and can be changed at any time at the discretion of the Wayne County designee.)

3.2.1 Required Services – The Contractor shall provide the following:

- a) Full mechanical diagnosis and repairs. Contractor must have the ability to fully diagnose "check engine" and other fault indicators.
- b) Contractor must provide after hours, locked and secure storage.
- c) Contractor must provide County vehicles priority in work scheduling.
- d) The Contractor must identify all service locations or service centers and subcontractor(s) service centers.
- e) The Contractor must have the capacity to do body and frame repairs on site (Contractor's site) and/or be able to guarantee turn-around time of 72 hours from Wayne County's request. This requirement also applies for work performed by all listed subcontractors. (Note: The 72 hours

TABLE OF CONTENTS

1. PURPOSE 1

2. ENGAGEMENT OF CONTRACTOR..... 1

3. SCOPE OF SERVICE 1

4. PRIOR PERFORMANCE PROHIBITED 1

5. TERM OF CONTRACT 1

6. DATA TO BE FURNISHED CONTRACTOR..... 2

7. PERSONNEL 2

8. ADMINISTRATION..... 2

9. COMPENSATION AND METHOD OF PAYMENT 2

10. RECORDS - ACCESS..... 3

11. RELATIONSHIP OF PARTIES..... 3

12. INSURANCE 3

13. INDEMNIFICATION..... 5

14. BANKRUPTCY OR INSOLVENCY 5

15. NOTICE OF MATERIAL CHANGES 6

16. TERMINATION..... 6

17. ETHICS IN CONTRACTING 8

18. NON-DISCRIMINATION PRACTICES 8

19. NOTICES..... 10

20. JURISDICTION AND LAW..... 11

21. CONFIDENTIAL INFORMATION..... 11

22. COMPLIANCE WITH LAWS..... 11

23. CHANGES IN SCOPE/SERVICE..... 11

24. DEBARMENT AND SUSPENSION..... 13

25. PROMPT PAYMENT..... 13

26. SUBCONTRACTING AND ASSIGNMENT..... 13

27. MISCELLANEOUS..... 13

28.	AUTHORIZATION AND CAPABILITY.....	14
29.	SIGNATURE.....	14
	APPENDIX A County's Request For Proposal No. 37-23-048	
	APPENDIX B Contractor's Response to the Request For Proposal	
	APPENDIX C Compensation	
	APPENDIX D List of Subcontractors	
	APPENDIX E Consortium Agreement	

THIS CONTRACT is between the County of Wayne, Michigan, a body corporate and Charter county, acting through its Department of the Sheriff (the "County") and Metrotech Automotive Group, LLC, a Michigan limited liability company (the "Contractor").

1. PURPOSE

1.01 The County desires to secure fleet maintenance services including maintenance and repair services, including labor, parts and material.

1.02 The Contractor is experienced and able to provide these services to the County.

2. ENGAGEMENT OF CONTRACTOR

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract, the request For Proposal Control No. 37-23-048 (Appendix A), the Contractor's response to the RFP (Appendix B) the pricing sheet (Appendix C) and consistent with the standard of practice in the community. If there is any conflict or inconsistency or contradiction among terms of the documents, the order of precedence is: 1. this Contract, 2. the County's Request For Proposal, then 3. the Contractor's response to the RFP.

3. SCOPE OF SERVICE

3.01 The Contractor must perform the services described in the appendices in a satisfactory manner, as determined within the discretion of the County. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract.

3.02 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.03 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.04 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Contract. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and remain liable in accordance with the applicable law for all damages to the County caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

4. PRIOR PERFORMANCE PROHIBITED

4.01 The Contractor shall comply with section 120-50 of the Wayne County Procurement Ordinance. As required by section 120-50, the Contractor shall not commence performance under this Contract or accept payment for services provided under this Contract until:

A. If this is a contract that requires approval of the Wayne County Commission, this Contract is approved by the Wayne County Board of Commissioners and executed by the County Executive; or

B. If this is a contract that does not require approval of the Wayne County Commission, this Contract is executed by the County Executive or a purchase order is issued.

The Contractor shall not rely on representations of any person who purports to authorize performance or payment contrary to section 120-50. If the Contractor provides performance or accepts payment prior to approval and execution as required by section 120-50, it does so at its own risk, and, to the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County against any actual damages, costs, expenses and liability of any kind the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, then, in addition to any other remedies awarded to the County, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be liable for actual damages, costs, expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out of the Contractor's violation of section 120-50, and may be debarred from further County contracts.

5. TERM OF CONTRACT

5.01 This Contract begins upon Commission approval and ends three (3) years later. The Contractor must expediently perform the services to achieve the objectives of this Contract. Upon written agreement, the parties may renew the contract for two (2) one (1) year renewal periods. No change in terms and conditions shall be permitted during the extension unless specifically set forth in this Contract.

6. DATA TO BE FURNISHED CONTRACTOR

6.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to do the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

7. PERSONNEL

7.01 To induce the County to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law.

7.02 The Contractor warrants that all employees of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

7.03 Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

7.04 Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior County approval in writing.

7.05 Employees' daily working hours may be determined by the Contractor. When the employees are working in or about a County facility, Contractor agrees to adjust its employees' daily working hours to be the same as those worked by County employees working at the facility.

8. ADMINISTRATION

8.01 The Contractor must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

8.02 The Contractor must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Contractor is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

8.03 The Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

9. COMPENSATION AND METHOD OF PAYMENT

9.01 The County agrees to pay the Contractor at the rates in Appendix C, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in Appendix C. Maximum compensation shall not exceed **\$1,115,127.00**.

9.02 The Contractor must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Contract. The County will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

9.03 The County will pay for the proper performance of the services, commensurate with the progress of the work as evidenced by the timely performance of the services, and after it receives an invoice for payment. The invoice must certify the total cost of the services rendered to the project to date and the cost of all services for that billing period; and must describe the services rendered. If the invoice also requests reimbursement or payment for reimbursable expenses, the appropriate receipts must be attached. The Contractor must sign the invoice and send it to the County for each calendar month. This section is limited by the provisions of Section 9.01 with regard to the amounts payable for performance.

9.04 The Contractor must direct invoices to the attention of the individual specified in the Notice provisions, Article 19.

9.05 The Contractor must submit as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and being signed by an authorized officer of the Contractor.

10. RECORDS - ACCESS

10.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of seven (7) years after the Contract's termination and completion. The Contractor must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of seven (7) years after the Contract's termination and completion.

10.02 The County and the Legislator Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

10.03 The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the County.

10.04 If, as a result of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

11. RELATIONSHIP OF PARTIES

11.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to hold the County harmless from any claims and any related costs or expenses.

11.02 For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venture with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

12. INSURANCE

12.01 Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives, or employees.

12.02 Contractor shall maintain at least the following minimum coverage:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general

aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

- B. Umbrella or Excess Liability Policy in an amount not less than \$2,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- E. Professional Liability Insurance applicable to the Contractor's profession, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate

If the Contractor maintains higher limits than the minimum insurance coverage required in Section 12.02, the Contractor shall maintain the coverage for the higher insurance limits for the duration of the Contract.

12.03 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

12.04 Primary Coverage. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12.05 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

12.06 Waiver of Subrogation. Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

12.07 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12.08 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

12.09 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Contractor starts to perform the services.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

12.10 Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

12.11 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

12.12 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12.13 The Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

13. INDEMNIFICATION

13.01 The Contractor agrees to indemnify, defend and save harmless the County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County because of any of the following occurring during the term of this Contract:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part, to the Contractor or any of its personnel, employees, consultants, agents, or any entities associated, affiliated (directly or indirectly), or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Contractor, or any of its employees, to perform its obligations either implied or expressed under this Contract.

The Contractor's indemnification shall be limited to the extent that the negligent or tortuous act, error, or omission is attributable to the Contractor.

13.02 The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

13.03 Nothing in this article shall be deemed to relieve the Contractor of its duty to defend the County, as specified, pending a determination of the respective liabilities of the Contractor and the County, by legal proceeding or agreement. The County shall cooperate with the Contractor in the defense against the suit. In no event shall the Contractor make any admission of guilt or liability on behalf of the County without the County's prior, written consent.

13.04 For purposes of these provisions, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

13.05 This indemnity applies without regards to whether the claim, damage, liability, or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

13.06 This indemnity must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

14. BANKRUPTCY OR INSOLVENCY

14.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

- A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this

- Contract, as this Contract is for the delivery of professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.
- B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the County
- (i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;
 - (ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and
 - (iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the County as to the adequate professional capacity of the Contractor is determinative.
- C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the County that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Contractor receives no less than five (5) business days' notice.
- D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the County in arranging for the orderly transfer of responsibilities to persons or entities as the County may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

14.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

15. NOTICE OF MATERIAL CHANGES

15.01 The Contractor must immediately inform the County of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- A. Reduction or change in staffing assigned to the Contract.
- B. Decrease in, or cancellation of, insurance coverage.
- C. Delinquent payment, or nonpayment, of tax obligations.
- D. Delinquent payment, or nonpayment, of payroll obligations.
- E. Delinquent funding, or nonfunding, of pension or profit sharing plans.
- F. Delinquent payment, or nonpayment, of subcontractors.
- G. Termination of, or changes in, subcontracts.
- H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

16. TERMINATION

16.01 The County may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least thirty (30) days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the County will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Contract is satisfied. The parties agree that no payments under this section will exceed the amount payable under Article 8.

16.02 The County may terminate this Contract if the Contractor is in default of any of its obligations under the Contract, or has failed to comply with any of the material terms and conditions of this Contract, by giving written notice to the Contractor. Before the County exercises its right to declare the

Contractor in default, the County must give the Contractor Notice of its default status and the reasons for such status. If the Contractor does not cure the default within five (5) working days, the Contract is deemed terminated twenty-five (25) days after the date of the Notice. If after Notice, the County determines that the Contractor was not in default, the rights and obligations of the parties are the same as if the Notice had not been issued. Upon terminating the Contract, County shall not incur any further liability to Contractor, except as provided in this Article, which sets forth Contractor's exclusive remedies. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Contractor shall be liable to the County for any costs to obtain and transition similar services, provided the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Contract. Such expenses shall be deducted from any monies due or which may become due the Contractor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties. All excess reprourement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise. The rights and remedies of the County are not exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages. The Contractor shall be liable to the County for any damages the County sustains by virtue of the Contractor's breach or any reasonable costs the County might incur in enforcing or attempting to enforce this Contract. Such costs shall include costs to secure the deliverables from another contractor, reasonable fees and expenses for attorneys, expert witnesses and other consultants.

16.03 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within thirty (30) days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

16.04 Upon termination of this Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract must, at the option of the County, become its exclusive property, whether or not in the possession of the Contractor. The Records are free from any claim or retention of rights on the part of the Contractor except as specifically provided. The County must return all the properties of the Contractor to it.

16.05 Any intentional failure or delay by the Contractor to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Contractor will pay the County five hundred dollars (\$500) per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Contractor consents to as well as all applicable damages and costs. The County has unrestricted use of the Records

for the purpose of completing the services.

16.06 Access to the records prior to delivery must be restricted to authorized representatives of the County and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

16.07 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

17. ETHICS IN CONTRACTING

17.01 The Contractor must comply with Article 12 of Chapter 120 of the Wayne County Code governing "Ethics in Public Contracting."

17.02 Contractor's material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Contract, sufficient to warrant immediate termination and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Contract as of the date of termination.

17.03 If the County determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further County contracts for up to three (3) years.

17.04 If the contract price is in excess of twenty thousand dollars (\$20,000), or the terms thereof require the approval of the Wayne County Commission, and the Contractor knowingly collaborate in or induces a violation of any of the ethical standards that are set forth in sections 120-225, 120-228, 120-229, 120-230 or 120-233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:

- A. Immediately terminate the Contract and require the Contractor to pay the County liquidated damages, and not a penalty of fifteen percent (15%) of the total Contract compensation;
- B. Debar or suspend the Contractor from consideration from competing for further County contracts; or
- C. Recover the value transferred or received in breach of the ethical standards by a County employee or other person.

17.05 Upon a showing that a subcontractor has paid a surcharge to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount of the surcharge was included in the price of the subcontract or order and ultimately borne by the County and that the County shall have the right to recover the amount of the surcharge from the Contractor. The County may also recover the amount of the surcharge from the subcontractor that paid or is paying the surcharge. Recovery by the County of the surcharge from one offending party shall not preclude recovery from other offending parties. The Wayne County Prosecuting Attorney may initiate and prosecute any civil action needed to enforce this article, if the Wayne County Corporation Counsel declines to do so.

18. NON-DISCRIMINATION PRACTICES

18.01 The Contractor and its subcontractors must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
- G. Any other appropriate affirmative action provisions as may be required from time to time

by the Director of Human Relations of the County. County shall promptly give notice of any such provisions to Contractor during the term of the Contract.

18.02 The Contractor and its subcontractors must not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Article 11 of the Wayne County Code, headed "Equal Contracting Opportunity," or applicable state or federal law.
 - (i) Make or use a written or oral inquiry or form of application that solicits or attempts to elicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight of prospective employees;
 - (ii) Make or keep a record of that information or disclose that information;
 - (iii) Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, weight, or prior criminal conviction or convictions; or
 - (iv) Make, before or during the initial application process, background checks or oral or written inquiries as to prior criminal conviction or convictions.
- E. Absolutely bar or otherwise preclude possible employment based on prior criminal conviction or convictions, provided that the prior criminal conviction or convictions is or are not directly related to the position being sought.

18.03 The Contractor and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, prior criminal convictions(s) or handicap. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

18.04 The Contractor agrees that its subcontractors shall be subject to and shall not violate the nondiscrimination provisions of section 120-192(a) of the Wayne County Procurement Ordinance in performing work on County contracts. The Contractor shall notify its subcontractors that they shall be subject to said nondiscrimination provisions, and shall include said nondiscrimination provisions in its subcontracts. The Contractor shall provide the County with a complete copy of any subcontractor agreement when requested.

18.05 If the Contract price is in excess of twenty thousand dollars (\$20,000), the Contractor shall comply with the slavery era disclosure requirements of section 120-192(f) of the Wayne County Procurement Ordinance, as implemented by the Wayne County Slavery Era Disclosure Affidavit the Contractor will complete as part of the contract approval process. If it is subsequently determined by the Division of Human Relations that the Contractor has not made a full disclosure in its affidavit of the information required by section 120-192, that failure shall constitute a substantial breach of the terms of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages as set forth in Section 18.07, and debarment from any further business with the County.

18.06 Breach of any section 120-192 of the Wayne County Procurement Ordinance or of the

covenants in this Article may be regarded as a material breach of this Contract.

18.07 If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
- B. Cancellation, termination or suspension of this Contract, in whole or in part;
- C. Disqualification from bidding on future contractors for a period of no more than three (3) years;
- D. Referral to Corporation Counsel for consideration of injunction, liquidated damages or other remedies; and/or
- E. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of five hundred dollars (\$500) per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Purchasing Director, in consultation with the Director of Human Relations and Corporation Counsel. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance to be paid by the Contractor.

18.08 If the Contract is funded, in whole or in part, by federal funds and if the County has been authorized by the funding source to require an affirmative action commitment from contractors who are to be paid from those funds, Contractor must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination, which is determined by the Division of Human Relations to be appropriate for that purpose.

18.09 In the event that this Contract is or becomes subject to federal or state law which conflicts with the requirements of section Article XI of the Wayne County Code, the provisions of the federal or state law shall apply and the Contract shall be interpreted and enforced accordingly.

19. NOTICES

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Contractor:

Attn: Sam Hussein
Metrotech Automotive Group
15101 Michigan Avenue
Dearborn, Michigan 48126
Phone: (313) 784-9010
E-mail:sam@metrotechautomotive.com

If to the County:

Wayne County Sheriff's Office
Attn: Jerome Pokorney, Director of Finance
4747 Woodward Avenue
Phone: (313) 967-6008
E-mail: jpokorney@waynecounty.com

19.02 All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

19.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

20. JURISDICTION AND LAW

20.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the County because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

21. CONFIDENTIAL INFORMATION

21.01 If the County discloses confidential information to the Contractor's employees pertaining to the County's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person as a result of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the County.

21.02 The Contractor agrees to take appropriate action with respect to its employees to ensure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

22. COMPLIANCE WITH LAWS

22.01 The Contractor must comply with and must require its employees to comply with all applicable laws and regulations.

22.02 The Contractor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

23. CHANGES IN SCOPE/SERVICE

23.01 County may request changes to the scope of Services to be furnished or performed by the Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification.

23.02 If any such change request increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Services under this Contract, an adjustment may be made and the Contract modified in writing accordingly.

23.03 Contractor shall provide County with a written proposal to County's change request within five (5) business days of receipt of any such request. Contractor's proposal shall describe in reasonable detail the basis for any proposed price or time adjustment. All cost estimates shall include all completed Services, and cover all costs, expenses, overhead and profit of subcontractors, if any.

23.04 Contractor acknowledges that any change in the Contract price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.

23.05 If the County does not accept the Contractor's proposal, the County may:

- A. withdraw its change request;
- B. modify its change request, in which case the procedures set forth above will apply to the modified change request; or
- C. issue a Change Order.

23.06 Any adjustment in the Contract price shall be computed in the manner as the parties may agree. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided the County promptly and duly makes provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the required Services under protest, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

23.07 No action, conduct, omission, prior failure, or course of dealing by the County shall act to waive, modify, change, or alter the requirement that Contract Modifications must be in writing and signed by the County and the Contractor. Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Contract.

23.08 No change to this Contract is effective unless it is in writing and references this Contract. If the change is a Contract Modification, it must be signed and acknowledged by duly authorized representatives of both parties.

24. DEBARMENT AND SUSPENSION

24.01 The Contractor certifies to the best of its knowledge and belief, that:

- A. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
- B. The Contractor and its principals have not, within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 24.01 b above; and;
- D. The Contractor and its principals have not, within a three (3) year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

24.02 The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause or default.

24.03 The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

24.04 The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

24.05 The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.

24.06 The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

24.07 A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).

24.08 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

24.09 If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default.

25. PROMPT PAYMENT

25.01 If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each such subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract. Unless alternate terms which have a similar purpose and effect are otherwise agreed upon in writing, the Contractor shall make payment within forty-five (45) days after delivery or satisfaction of the subcontract, or receipt of a complete invoice therefore, whichever is later. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within ten (10) days after receipt of the invoice. The 45 day period shall be extended by each day over five (5) days which the subcontractor takes to make a correction. If a payment is past due, the Contractor shall pay to the subcontractor an additional amount to be calculated on a daily basis which is equal to an annual rate of interest of nine percent (9%) (amount overdue X number of days overdue X .000246575). Interest shall not be due if payment is delayed because of a good faith disagreement between the Contractor and the subcontractor regarding contract performance and the dispute is resolved in favor of the Contractor. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the County to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

26. SUBCONTRACTING AND ASSIGNMENT

26.01 The Contractor must not assign this Contract, nor any part, or subcontract any of the work or services to be performed without the County's prior written approval. Any unauthorized assignment or transfer will be considered a breach of this Contract and result in the termination of the Contract at the County's discretion. If the Contract is not terminated, the assignment shall be deemed null and void. The Contractor shall not terminate any subcontractor without the County's prior written approval. Such approval shall not be unreasonably withheld and shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor shall provide the County with immediate notice when a Wayne County-based subcontractor is terminated or substantially displaced by a subcontractor who is not so qualified. The Contractor must also direct notices to the attention of the individual specified in the Notice provisions, Article 19.

27. MISCELLANEOUS

27.01 The Contractor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

27.02 Articles 12, 13, 19, and 21 survive termination of the Contract.

27.03 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

27.04 If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent," subsidiary, or other company controlling, controlled by, or in common control with the Contractor.

27.05 Neither party is responsible for force majeure events. If there is a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.

27.06 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

27.07 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

27.08 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

27.09 The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Contractor. The Contractor must defend the claim in the name of the County, at the

Contractor's expense. The Contractor must indemnify the County against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

27.10 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

27.11 The Contractor shall secure all permits necessary to perform the services and shall comply with all statutes, ordinance, and laws.

27.12 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

27.13 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

27.14 The County or the Contractor may contract with other firms providing the same or similar services so long as the Contractor's obligations to the County contained in this Contract will not be affected in any manner.

27.15 If the division of Human Relations determines that the Contractor has not made a full disclosure in its affidavit regarding its investments in, support or profit in some manner from the institution of slavery, that failure shall constitute a substantial breach of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages, and debarment from any further business with the County.

27.16 No change to this Contract is effective unless it is in writing, references this Contract, and is signed and acknowledged by duly authorized representatives of both parties.

28. AUTHORIZATION AND CAPABILITY

28.01 The Contractor warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

29. SIGNATURE

29.01 The County and the Contractor, by their authorized officers and representatives have executed this Contract.

METROTECH AUTOMOTIVE GROUP

By: H Hussein

Its:

Date: August 23, 2023

APPROVED AS TO FORM

By: /s/Jane G. Enright
DEPT OF CORPORATION COUNSEL

Date: August 23, 2023

COUNTY OF WAYNE

DocuSigned by:
Brian Manning for

WARREN C. EVANS
Its: COUNTY EXECUTIVE

Date: 3/12/2024 | 10:25:26 AM EDT

By: Raphael Washington
RAPHAEL WASHINGTON

Its: SHERIFF
Date: 08/23/23

APPENDIX A

County's Request For Proposal No. 37-23-048



THE CHARTER COUNTY OF WAYNE, MICHIGAN
REQUEST FOR PROPOSALS
FOR
FLEET MAINTENANCE SERVICES FOR
WAYNE COUNTY VEHICLES

CONTROL NO. 37-23-048

RFP TIMETABLE

ACTION	DATE	TIME
RFP Issue Date	5/9/2023	
Pre-Proposal Conference*	NONE	
Proposer's Questions Due	5/16/2023	4:00 PM LOCAL TIME
Responses to Proposer's Questions	5/23/2023	
Oral Presentations*	TBD	
Proposals Due	6/8/2023	1:00 PM LOCAL TIME
Notice to Award**	TBD	
Contract Start Date**	TBD	

* If Necessary

** Estimated Dates

Procurement Contact: Sherita Calloway, Strategic Sourcing Analyst, CPPB
 PHONE: 313-224-2740
 EMAIL: Scalloway@waynecounty.com

Description: The County of Wayne is requesting proposals for the selection of a primary fleet maintenance service provider within close proximity to Western Wayne County and secondary fleet maintenance service providers within close proximity to Eastern and Central regions of the County.

A copy of this RFP may be obtained from the BidNet Direct website (formerly MITN.info) at <https://www.bidnetdirect.com>, until the deadline date and time noted above.



Contents

PART 1 – REQUEST FOR PROPOSALS (RFP)	4
SECTION 1.0 – INTRODUCTION & INSTRUCTIONS	4
1.1 Introduction/Background	4
1.2 Objective	4
1.3 Overview of Solicitation (RFP) Document	5
1.4 Contact with Wayne County Personnel	5
1.5 Wayne County Rights & Responsibilities	6
1.6 Subcontractors	6
1.7 Disqualification of Respondents	6
1.8 Freedom of Information Act (FOIA)	7
1.9 Disclosure of Contents	7
1.10 County-Based Enterprise (and other) Advantage Programs	7
1.11 Final Agreement Award Determination	8
1.12 Conflict of Interest	9
1.13 Gratuities	9
1.14 Compliance with Laws	9
1.15 Cooperative Contract (Optional)	9
1.16 Proposal Guarantee	10
1.17 Pre-Proposal Meeting and Site Visit	10
SECTION 2.0 – MINIMUM QUALIFICATIONS	11
2.1 Adherence to Minimum Qualifications (Pass/Fail)	11
2.2 Preferred Qualifications (Optional)	11
SECTION 3.0 – SCOPE OF WORK/SPECIFICATIONS	12
3.1 Contracted Scope of Services/Statement of Work	12
3.2 Contractor Responsibilities:	12
3.2.1 Required Services – The Contractor shall provide the following:	12
3.2.2 Conditions of Required Services	13
3.2.3 Repair Order Content and Procedure	14
3.2.4 Hours of Operation	15
3.2.5 Operating Procedures for Fleet Maintenance Services	15
3.3 County Responsibilities	17
3.4 Contract Term:	17
3.5 Additional Specifications:	17
SECTION 4.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS	20
4.1 Wayne County Responsibility	20
4.2 Truth and Accuracy of Representations	20
4.3 Proposer Q&A	20
4.4 Preparation of the Proposal	20
4.5 Proposal Submission Requirements	22
4.6 Duplicate Proposals	22
4.7 Withdrawal	22



4.8 Evaluation Process 23

4.9 Evaluations and the Proposal Evaluation Committee..... 23

4.10 Evaluation Criteria 24

4.11 Optional Tools to Enhance the Evaluation Process 25

4.12 Negotiations 25

4.13 Wayne County Option to Reject Proposals 25

PART 2 – SUPPLIER SUBMITTAL REQUIREMENTS..... 27

SECTION 5.0 – REQUIRED DOCUMENTATION AND FORMS 27

5.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS 28

5.2 PROPOSAL FORM 29

5.3 PRICING SHEET AND OTHER PRICING REQUIREMENTS 31

5.4 PROPOSAL GUARANTEE/BID BOND 31

5.5 RESPONSE TO SCOPE OF WORK REQUIREMENTS FORM 32

5.6 TERMS AND CONDITIONS FORM 33

APPENDICES

Appendix A – Price Sheet

Appendix B – Professional Services Contract

Appendix C – Sample Vehicle List

Appendix D – Preventative Maintenance Schedule

Appendix E – Consortium Agreement



PART 1 – REQUEST FOR PROPOSALS (RFP)

SECTION 1.0 – INTRODUCTION & INSTRUCTIONS

1.1 Introduction/Background

INTRODUCTION: Through this Request for Proposals (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 furnishing labor, equipment, and materials to provide maintenance and repairs for the Wayne County fleet of vehicles.

GENERAL WAYNE COUNTY INFORMATION: Situated in the heart of the Great Lakes region along the beautiful Detroit River, Wayne County is the 19th 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-Mercy. 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.

SPECIFIC BACKGROUND INFORMATION: The County of Wayne is requesting proposals for the selection of a primary fleet maintenance service provider within close proximity to Western Wayne County and secondary fleet maintenance service provider(s) within close proximity to the Eastern and Central regions of the County. It is anticipated that the primary provider will be used for furnishing maintenance and repair services, including all labor, parts, and material necessary for the various classifications, types and makes/models of vehicles and the secondary provider(s) will be used for routine maintenance only. A list of existing vehicles is attached herein (Appendix C – Sample Vehicle List) as examples only. The number, make/model, and composition may change without prior notice. Wayne County anticipates a contract(s) will be awarded in the category of fleet maintenance and repair services. The selection for award will be based upon overall price, capacity to perform services, past performance, reliability, and location(s).

1.2 Objective

The general objectives of this solicitation are the following:

- competitively award a contract
- 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



1.3 Overview of Solicitation (RFP) Document

The solicitation is composed of the following 2 parts:

PART 1: REQUEST FOR PROPOSALS

- Section 1.0: INTRODUCTION, OVERVIEW, INSTRUCTIONS: Specifies the information regarding the requirements of the solicitation process.
- Section 2.0: MINIMUM QUALIFICATIONS: Specifies the requirements a Proposer must meet in order to be considered for evaluation.
- Section 3.0: SCOPE OF WORK: Sets forth a description of the required maintenance and repairs for the Wayne County's fleet of vehicles.
- Section 4.0: PROPOSAL EVALUATION, SELECTION & AWARD PROCESS: Includes information on how proposals will be evaluated, selected and awarded.

PART 2: SUPPLIER SUBMITTAL REQUIREMENTS (CHECKLIST)

- Section 5.0: REQUIRED DOCUMENTATION AND FORMS: Proposer will submit the required documentation and complete the requisite forms that will be utilized in determining whether the Proposer is a responsive and responsible Proposer that has the capacity and capability to deliver and provide products under this agreement.

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

If it is later discovered that a violation regarding this section has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this RFP.



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.

Should any such addenda require additional information not previously requested, Proposer's 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 Procurement Director, Procurement Director's designee, and/or stated contact for the solicitation.

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.

When, either before or after receipt of proposals, Wayne County changes its requirements or terms and conditions, the Procurement Director, or their designee, shall amend the solicitation.

The Procurement Director will have the discretion to extend the RFP deadline date if he/she determines that it is in the best interest of the County. Furthermore, the Procurement Director may also cancel the original solicitation and issue a new solicitation if it is in the best interest of the County or if the amendment is so substantial in nature as to exceed what prospective offerors reasonably could have anticipated, so that additional sources likely would have submitted offers had the substance of the amendment been known to them.

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.

Subcontractors (or their assignments), as it pertains to the Scope of Work, 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.

1.7 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
- e. Being in arrears on existing contracts, in litigation with the County, or having defaulted on previous contracts.

1.8 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.

1.9 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.

1.10 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). The County shall apply equalization credits up to 7% to the price for proposals submitted by certified County Based Enterprises (CBE) and 2% for Targeted Growth Community Enterprise (TGCE).

County Based Enterprise / Targeted Growth Community Enterprise Equalization Allowance Table

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

This program also includes five additional certifications that provide businesses with equalization



credits. The five additional certifications are: Small Business Enterprise (SBE), Expanding Business Enterprise (EBE), Joint Venture (JV), Mentor Venture (MV) and Veteran Enterprise (VE). These equalization credits for qualifying certified suppliers have maximum allowable credits that cannot exceed 10% of the price. 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 Proposal and must submit a copy of their current certification in the proposal.***

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 <https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx> or call the office (313) 224-5021.

Most federal and state funded projects will not include the application of geographic advantages such as the CBE and TGCE in accordance with funding requirements as well as other advantage categories; in these cases, equalization credits will not apply.

*Additional equalization credits will be awarded to first tier CBE and TGCE subcontractors of the Proposer. (See section 4.10.5)

1.11 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. 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 a reasonable amount of time, as determined by Wayne County, 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.

1.12 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.

1.13 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.

1.14 Compliance with Laws

The Proposer must comply with all federal, state, and local laws and policies including, but not limited to:

- A. The provisions of the Wayne County Procurement Ordinance governing "Ethics in Public Contracting", as applicable to contractors, being Article 12 of Chapter 120, and Contractor agrees to provide all required disclosures;
- B. The Michigan Civil Rights Act;
- C. The Persons With Disabilities Act;
- D. The Age Discrimination Act;
- E. Section 504 of the Rehabilitation Act;
- F. The Slavery Era Disclosure Ordinance;
- G. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.

1.15 Cooperative Contract

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.

Administrative Fees

An administrative fee of 1.5% will be collected on a quarterly basis. The fee will be calculated against the quarterly sales volume for all purchases made under this agreement. A request for Quarterly Sales Reports will be sent out from M.A.C. (Michigan Associations of Counties). M.A.C. is the CoPro+ consortium administrator.

All administrative fees collected under the CoPro+ consortium will be distributed between M.A.C., Wayne County and CoPro+ members that place a sales order against the Master Agreement.

1.16 Proposal Guarantee

NOT APPLICABLE

1.17 Pre-Proposal Meeting and Site Visit

NOT APPLICABLE



SECTION 2.0 – MINIMUM QUALIFICATIONS

2.1 Adherence to Minimum Qualifications (Pass/Fail)

Interested and qualified proposers that can demonstrate their ability to successfully provide the services/products outlined in the Scope of Work/Specifications section of this RFP are invited to submit proposal(s), provided they meet the following minimum qualifications:

- a) The Proposer or its subcontractor must have provided fleet maintenance services, including labor, equipment, and materials for at least three (3) customers with fleet size of at least 100 vehicles (Provide list of all customers); and
- b) The Proposer must have key personnel (lead staff), who will be assigned to the contract resulting from this RFP, with experience in similar lead role(s) for at least two (2) comparable fleet maintenance programs within the past five (5) years (Provide resume); and
- c) The Proposer or its subcontractor must have at least two (2) years of experience providing fleet maintenance services to a public or private entity with fleet size of at least 100 vehicles; (Provide references) and
- d) The Proposer or its subcontractor must have at least one (1) service location within 40 miles of each of the following locations: Criminal Justice Complex - 5301 Russell St., Detroit, 48211 (Central region of Wayne County), and WCSO Road Patrol - 3100 Henry Ruff Rd., Westland, 48186 (Western region of Wayne County), and WCSO Marine Division - 4 Grosse Ile Parkway, Trenton, 48183 (Eastern region of Wayne County), per MapQuest or similar search (Provide proof for each location); and
- e) The Proposer or its subcontractor must be able to provide fleet preventative maintenance services for all vehicles identified in Appendix C of this RFP.

Failure of the Proposer to meet all of the minimum qualifications will eliminate its proposal from any further consideration.

2.2 Preferred Qualifications (Optional)

Following the determination of meeting the minimum qualifications, the Proposer may be scored higher during evaluation if they meet the following preferred qualifications:

- a) The Proposer has provided fleet maintenance services, including labor, equipment, and materials for an entity with a fleet greater than 100 vehicles within the past three (3) years.
- b) The Proposer has provided fleet maintenance services to a public entity with at least 100 vehicles within the past three (3) years.
- c) The Proposer has service locations located in the Eastern, Central, and Western regions of Wayne County.



SECTION 3.0 – SCOPE OF WORK/SPECIFICATIONS

3.1 Contracted Scope of Services/Statement of Work

The successful Proposer (Contractor) must have the ability to provide and/or manage the required preventative maintenance and repair services (services) listed herein for the County's vehicle fleet. A list of existing vehicles is attached herein (Appendix C – Sample Vehicle List) as examples only. The number, make/model, and composition may change without prior notice. The required services must be provided in accordance with Appendix D – Preventative Maintenance Schedule, and Appendix A – Price Sheet, of this RFP.

The County's preference is to have a primary contractor that will manage performance of all required services on its diverse fleet that consists of cars, trucks and motorcycles. Work assigned to the primary contractor may be sub-contracted. When sub-contractors are used, the primary contractor is responsible for performance including, but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty. Any exception including sub-contracting must be noted in the Proposer's response.

3.2 Contractor Responsibilities:

The Contractor shall perform general and preventative maintenance and common repairs on service vehicles and equipment that include, but are not limited to, brakes, suspension, heat/AC systems, electrical systems, transmission, etc.

The Contractor must perform the required services with a turnaround time of less than 72 hours for maintenance or repair of vehicles that are deemed critical to the daily operations of the Wayne County including inmate transport vans, medical transport vehicles, command vehicles and admin vehicles. (This list is not all inclusive and can be changed at any time at the discretion of the Wayne County designee.)

3.2.1 Required Services – The Contractor shall provide the following:

- a) Full mechanical diagnosis and repairs. Contractor must have the ability to fully diagnose "check engine" and other fault indicators.
- b) Contractor must provide after hours, locked and secure storage.
- c) Contractor must provide County vehicles priority in work scheduling.
- d) The Contractor must identify all service locations or service centers and subcontractor(s) service centers.
- e) The Contractor must have the capacity to do body and frame repairs on site (Contractor's site) and/or be able to guarantee turn-around time of 72 hours from Wayne County's request. This requirement also applies for work performed by all listed subcontractors. (Note: The 72 hours



requirement may be waived by Wayne County if there is a nationwide supply chain issue or shortage of parts.

- f) Contractor must be able to manage and/or provide the following:
- 1) Interior repairs and maintenance, to include, but not limited to, door handles, seats, window tracks, and mirrors.
 - 2) Tire rotation, balancing, and repair. (Replacement is not included.)
 - 3) Alignments, shocks, fluid checks and fills, transmission fluid checks and services, brake services to include pads, rotors, calipers, lines, and fluids.
 - 4) A documented full safety check must be completed on each vehicle when regular vehicle maintenance or other service is completed by the contractor or by request of the Wayne County Fleet Supervisor.
- g) Contractor must provide on-site inventory to include, but not limited to, tires, tire rims, shocks, brake pads, rotors, head and tail light bulbs, wiper blades, fuses, spot lights, and bulbs for emergency lighting equipment.
- h) Preventative Maintenance
 The County's vehicles are routinely driven in short distance, frequent start/stop, and long idles periods. Appendix D – Preventative Maintenance Schedule - outlines the preventative maintenance schedule requirements and mileage and period of time for preventative maintenance to take place. ***(Provide pricing for Preventative Maintenance against Appendix C – Sample Vehicle List)***
- i) Repairs and Maintenance
- 1) Provide service/repairs to all common mechanical and electrical systems as needed using mid-grade Original Equipment Manufacturer (OEM) parts.
 - 2) Provide vehicle body/collision repairs as needed.
 - 3) Appendix A – Price Sheet includes the repairs and replace requirements. ***(Provide pricing for the repairs and maintenance against Appendix C – Sample Vehicle List)***
- j) Transport of Vehicles for Service
- 1) For non-scheduled emergency service, courtesy transportation for customer to and from County facilities and other locations within County limits.
 - 2) For vehicles not drivable, additional towing charge may be billed upon approval of authorized County staff.

3.2.2 Conditions of Required Services

- a) The Contractor shall provide a 24-hour turn-around on common repairs when a prior appointment is made.



- b) When a prior appointment has been made for routine maintenance, the turn-around time should be six (6) hours.
- c) The Contractor shall provide adequate inventory on special parts to ensure minimum turn-around on non-common repairs.

3.2.3 Repair Order Content and Procedure

The Contractor shall provide repair orders for all services provided containing the following information:

- a) Repair estimates with anticipated work to be performed, estimated completion time, and estimate cost signed by County staff upon pick-up/drop-off. A confirming copy with final cost shall be emailed to the County upon completion, and a billing copy shall be sent to the County with the monthly statement.
- b) Actual work/cost above written estimate requires County approval prior to work start.
- c) Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
 - 1) Date work was performed
 - 2) Vehicle and/or license plate #, make/model
 - 3) Vehicle mileage at time of service/repair
 - 4) Date in/ date out/ time completed
 - 5) Detail type of service(s), hours, materials used, and cost associated with each.
 - 6) Subcontracted repair orders containing same information as listed above shall be attached to contractor repair order.
- d) Contractor guarantees and warrants that all materials and parts furnished and services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 120 days or 4,000 miles, whichever occurs first. The contractor shall remedy all such defects at his/her own expense within one (1) working day after notification by County.
- e) Warranty and subcontracted repair orders need to be provided by the contractor. Contractor is prime contractor; however, subcontractors may be used to fulfill work order requirements. Contractor assumes responsibility for work of subcontractors. The charges for such services to the County shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.



3.2.4 Hours of Operation

The County has a number of services that are active on a 24/7/365 basis and desires the most comprehensive hour coverage possible. The Contractor is to identify its normal business hours and emergency business hours, if available.

3.2.5 Operating Procedures for Fleet Maintenance Services

This section sets forth the operating policy and procedures for servicing County vehicles and equipment. It discusses maintenance scheduling procedures, loaner procedures, and invoicing requirements.

a) Safety Check

The Contractor shall perform a safety check in conjunction with all maintenance requirements listed within this RFP. These safety checks shall be performed every time a vehicle is brought in for services and shall be done at no additional charge.

- 1) Tires – Visually check condition.
- 2) Lights – Check directional signaling devices and emergency light systems for proper function.
- 3) Seat Belt – Check operation of seat belts.
- 4) Windshield Wipers/Washers – Check condition of wiper arms and blades. Check aim and flow of washer spray. Fill washer reservoir with washer solvent.
- 5) Fluid levels – Check and replenish fluid levels in transmission, differential, steering sector power steering pump and master cylinder. Inspect all units for leakage and clogging.
- 6) Battery – Check condition of heat shield, hold-down clamps and cable ends, top off electrolyte level, and clean top and terminals as necessary.
- 7) Heater-Defroster-Air Conditioner System and Wiper Controls – Check switches, valves, and ducting doors for proper operation.
- 8) Exhaust System – Visually inspect complete exhaust system including catalytic converter and heat-shielding. Check for broken, damaged, missing, or poorly positioned parts. Inspect for open seams, holes, or any condition which could allow exhaust fumes to enter the vehicle.
- 9) Steering and Suspension Components – Conduct a “look” and “shake” inspection.
- 10) Frame/Sub-Frame and Cross Member – Visually check for “drive-over” and/or vehicular damage and fatiguing.
- 11) Drive Shaft U-Joints/CV Joints – Conduct a “look” and “shake” inspection for seal leakage and joint failure.
- 12) Critical Components – Check condition of all under-hood heat shields, and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat. Inspect all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts, and other under-hood plastic or rubber components.



- 13) Brakes – Inspect all brake line hoses and master cylinder for signs of leaks and damage. Inspect front brake pads, rear brake linings, wheels cylinders, and parking cables and linkage. Report estimates of remaining life of pads and shoes.
- 14) Starter/Charging System – Electronically check starter motor cranking speed and current draw. Check alternator charging rate.
- 15) Cooling System – Visually inspect entire system for leaks, damage or other signs of needed repair.

b) Scheduling Maintenance and Service Procedures

- 1) County has designated Fleet Supervisor (FS). Although the Contractor will have contact with other County operations staff, the FS is your primary contact.
- 2) The Contractor shall identify a single individual by name to serve as the responsible contact for daily communication with the County regarding vehicle scheduling and vehicle status update(s).
- 3) The FS will contact the designated Contractor representative between 7:30 a.m. and 5:00 p.m. during weekdays to determine the status of vehicles and/or equipment being serviced. The contractor representative must provide accurate and timely information to the FS on vehicle status, including, but not limited to:
 - i. What vehicles/equipment is ready by vehicle number.
 - ii. What vehicles/equipment is being services/require repair.
 - iii. Estimated completion of vehicles/equipment under repair.
 - iv. Description of repairs and costs.
- 4) For other services, the vehicle driver will deliver the vehicle to the Contractor's facility, and provide a description of vehicle concern(s).
- 5) Contractor to contact FS for estimate and obtain authorization to proceed. For services estimated over \$100, Contractor must obtain FS verbal approval or written approval via email.
- 6) After service is completed, the Contractor is required to:
 - i. Complete a vehicle service order for FS or designee to sign/approve.
 - ii. Place service reminder label on the driver's side windshield stating the next maintenance Mileage and Date for routine preventative maintenance.
 - iii. Contact FS to provide time that vehicle is ready for transporting back to the original location. If the FS is not available, contractor must leave a voice message.
 - iv. FS or designee will check work performed and sign/approve service order.
- 7) When repairs cannot be completed at Contractor's facility or a subcontractor's facility identified in the proposal, Contractor must contact the FS for instructions/guidance.
- 8) The County requests that the Contractor report to the FS any vehicle brought in for service or specific concern with problems caused by drive misuse.



- 9) The Contractor will be responsible for loss and damage to all County vehicles under its custody and/or control.

c) Preventative Maintenance

The preventive maintenance services will be in accordance with the preventative maintenance schedule (Appendix D). Additionally:

- 1) If projected brake pad/shoe life is less than 1,500 miles, replace brake pads/shoes.
- 2) Tires will be checked and depth of tread will be indicated on work order.
- 3) Turn-around time of 24 hours for routine preventive maintenance is expected.
- 4) When a prior appointment has been made for routine maintenance, the turn-around time must be within six (6) hours.

3.3 County Responsibilities

To assist the Contractor with the fleet maintenance program, the County will provide the following:

- a) Listing of covered vehicles by work order number, updated as necessary. For example, see Appendix C – Sample Vehicle List.
- b) Repair orders and billing invoices must refer to the vehicles by their work order number with the Brass Tag or VIN #.
- c) County preventative maintenance schedule.
- d) Designated staff contacts.

3.4 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 one-year extension options, which may be exercised at the discretion of Wayne County.

3.5 Additional Specifications:

3.5.1 Service Work Schedules:

When the Contractor is onsite at County facilities the Contractor will observe the general operating hours of the facility, each facility may have different operating hours. If the Contractor and the County contact at a facility agree to access outside of general operating hours those agreements are between the Contractor and the County contact and not with the County.



3.5.2 Service Security of Building and Property Requirements:

County facilities are secured and Contractor will provide notification of its need to access County facilities timely so as to allow the County to notify security and to provide timely access to the Contractor.

3.5.3 Service Equipment Requirements:

The Contractor is responsible for providing its own computer equipment and information technology systems, unless specified otherwise under this RFP.

3.5.4 Service Consumable Supplies Requirements:

NOT APPLICABLE

3.5.5 Service Inspection and Correction of Deficiencies Requirements:

The County may inspect the part of the plant, place of business, or work site of a Contractor or Sub-Contractor at any tier, which is pertinent to the performance of any contract awarded or to be awarded by the County.

Repeated failure to correct deficiencies will result in cancellation of any contract awarded.

3.5.6 Service Capabilities:

The Contractor will provide professionals who are current with professional development and will provide such documentation as necessary to show compliance.

3.5.7 Ordering of Services:

The Contractor will provide services in accordance with scope of services of this RFP.

3.5.8 Customer Service:

Contractor provided professionals assigned to the engagement will reply to email or phone calls timely.

3.5.9 Roles and Responsibilities:

The Contractor will not subcontract the responsibilities outlined in this RFP without prior written approval (excluding subcontractor(s) disclosed in the response to this RFP).

3.5.10 Delivery Acceptance Criteria:

The designated Wayne County representative shall provide the final review and approval of the required services/productions outlined in this RFP.



3.5.11 Service Level Agreements:

NOT APPLICABLE

3.5.12 Milestones:

The Contractor, as part of the response to this RFP, shall provide a timeline with milestones identified for timely implementation of services/delivery of products. The proposed timeline and milestones should preferably be presented in a Gantt chart format.

3.5.13 Training:

NOT APPLICABLE

3.5.14 Success Criteria:

The Contractor is responsible for the successful performance of all requirements outlined in this RFP.



SECTION 4.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

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

4.1 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.

4.2 Truth and Accuracy of Representations

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

4.3 Proposer Q&A

Proposers may submit written questions regarding this RFP, by the questions deadline date, to the individual identified on the cover page. 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.

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

4.4 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.

The Proposer will be responsible for completing all documents and forms listed under Part 2, Section 5, of this RFP, which is titled Supplier Submittal Requirements. If not provided, proposer will be required to download the forms. Complete the forms, including signature, and then upload the forms. These documents and forms are as follows:

- Documents demonstrating minimum qualifications – It is expected that a Proposer will include completed forms to demonstrate minimum qualification requirements are met, which include:
 - References
 - Business Information Questionnaire (included in the Ethics in Contracting Form)



- Resumes for key personnel
- Licenses/Certificates
- Signed Proposal Form – The Proposer **must** sign the Proposal Form. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County if the Proposer is determined to be the most responsive and responsible Proposer.
- Pricing Sheet – The Proposer **must** use the Pricing Sheet that accompanies this RFP. Any other pricing format submittal may result in disqualification.
- Proposal Guarantee – NOT APPLICABLE
- Response to Scope of Work Requirements Form - The Proposer shall include a detailed response to the outlined requirements.
- Terms & Conditions Form – Proposer will review terms and conditions. Any exceptions to the terms and conditions need to be identified in the proposal otherwise it will be determined that the terms and conditions are acceptable to the Proposer.
- First Tier Subcontractor Designation Form – This form is required to be completed by all prime contractors for contracts greater than \$50,000.
- Ethics in Contracting Vendor Form – This form is required to disclose any relationships between the principal/managing members of the proposing company and Wayne County employees for all contracts greater than \$10,000.
- W-9 Form – This form is required to verify the proposer's federal tax identification (EIN) number and legal business name.
- Fair Employment Practices (FEP) Certificate – A current FEP certificate is required of all companies that do business with Wayne County. If the proposer does not have this certification, an on-line application shall be submitted to the Human Relations Department at the time of proposal submission for all contracts greater than \$50,000. Print a hard copy of your company's on-line application and submit with the proposal.
- Certificate of Insurance (COI) – A current COI is required, which lists, at minimum, commercial general liability limits and as applicable other insurance that may be required. The requirements for the resultant contract are listed in the Contract/Terms and Conditions attachment.
- Evaluation Criteria – Proposer is to include any additional materials or documentation, which supports its ability to meet or exceed the Evaluation Criteria outlined in Section 4.10 of this RFP.

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



4.5 Proposal Submission Requirements

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

- 1) Proposals, all attachments, and any modifications or withdrawals, must be submitted electronically through the BidNet Direct (MITN) Bid System (<https://www.bidnetdirect.com/>). Proposers should provide the documents in a modifiable form (e.g., Microsoft Word or Excel), but have the option to also provide copies of any documents in a non-modifiable form (e.g. PDF) with the sole exception of any pricing which must be provided in Excel format, when an Excel Pricing Sheet is provided. Proposer's failure to submit a proposal as required may result in disqualification of such proposal. The proposal and attachments must be fully uploaded and submitted prior to the due date and time identified above.

Proposals received after the deadline will not be accepted.

Do not wait until the last minute to submit the proposal, as the BidNet system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The BidNet system will not allow a proposal to be submitted after the due date and time identified on the cover page.

- 2) The opening/downloading of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.
- 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.

4.6 Duplicate Proposals

No more than one (1) proposal from any Proposer, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

4.7 Withdrawal

Proposals may be withdrawn through the BidNet Direct System prior to the proposal deadline indicated on the cover page of this RFP. No proposal may be withdrawn after the deadline for submission.



4.8 Evaluation Process

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

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

4.9 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 Procurement 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 Procurement Director, Procurement Officer, public officials and/or consultants under contract with Wayne County may sit as non-voting consulting members. (Bid Evaluator's Guide)

All proposals will be evaluated based on Section 4.10 below. All proposals will be scored and ranked in numerical sequence as outlined in the Bid Evaluator's Guide. Wayne County may also, at its option, invite proposers being evaluated to make an oral 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.

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 page 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 Procurement Contact only before the Question Deadline indicated on the cover page of this document. All answers will be issued in the form of a written addendum.

Proposers shall not be provided any information about other proposals or prices or where the Proposer stands in relation to others at any time during the evaluation process. Any request for such information by a Proposer, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Proposer may be eliminated from further consideration.



4.10 Evaluation Criteria

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

4.10.1 *Experience & Qualifications (40 points)*

- (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.
- (c) Describe Proposer's ability to provide and/or manage the required preventative maintenance and repair services listed in Section 3 – Scope of Work/Specifications of this RFP.
- (d) Describe the experience in providing similar services to other entities (private and public).
- (e) Provide at least three (3) references for similar projects, including name of establishment, address, dates of service, contact name, email address and telephone number.
- (f) Clearly indicate the projects which of the proposed key personnel worked on each.
- (g) Describe the experience and qualifications of key personnel. Include detailed resumes.

4.10.2 *Work Plan and Timeline (30 points)*

- (a) Submit a detailed work plan for providing all the required scope of work detailed in Section 3 of this RFP.
- (b) Describe Proposer's capacity to do body and frame repairs on site and/or be able to guarantee turn-around time of 72 hours from Wayne County's request. Include any subcontractors.
- (c) Describe Proposer's plan to perform the required services with a turnaround time of less than 72 hours for maintenance or repair of vehicles that are deemed critical to the daily operations of the Wayne County including inmate transport vans, medical transport vehicles, command vehicles and admin vehicles.
- (d) Confirm Proposer's understanding of the requirements of this RFP or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)
- (e) Identify all service location(s) and service centers and subcontractor(s) service locations and service centers.
- (f) Provide Proposer's and subcontractor(s) normal business hours and emergency business hours, if available.

4.10.3 *Technical Solution (0 points) - Not applicable*

4.10.4 *Project Cost (30 points)*

- (a) Complete the Price Sheet (Appendix A).



(b) Provide detail of how you arrived at the figures. Be sure to include breakdowns by position and hours.

4.10.5 Utilization of First Tier Subcontractors located in Wayne County (0 points) – Not applicable

4.10.6 Evaluation Credits

Provide a County Based Enterprise, Targeted Growth Community Enterprise, or other Wayne County Advantage program certificate (See Section 1.10) if applicable; otherwise, evaluation credits will not be considered.

4.11 Optional Tools to Enhance the 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.

4.11.1 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. The clarification response may include additional information to address any ambiguities or deficiencies in the proposal.

4.11.2 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.

4.11.3 Site Visit

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

4.11.4 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.

4.12 Negotiations

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

4.13 Wayne County Option to Reject Proposals

The County reserves the right to: reject any or all proposals (in whole or in part); to award in whole or in part; to award by line item; and, to waive any minor informality or irregularity in proposals received, if it is determined by the Procurement 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 – SUPPLIER SUBMITTAL REQUIREMENTS

SECTION 5.0 – REQUIRED DOCUMENTATION AND FORMS

(Mandatory Minimum Requirements Checklist)

<input checked="" type="checkbox"/>	DOCUMENTATION AND FORMS
<input type="checkbox"/>	5.1 Demonstrate that the Proposer or its subcontractor meet the minimum qualifications outlined in Section 2.0, which may be accomplished by submitting the following: <ul style="list-style-type: none"> • Completed References Form • Completed Business Information Questionnaire portion of the Ethics in Contracting Form • Resumes for key personnel • Licenses/Certificates
<input type="checkbox"/>	5.2 Signed Proposal Form – must be submitted with bid
<input type="checkbox"/>	5.3 Price Sheet – must be submitted with bid
<input type="checkbox"/>	5.4. Proposal Guarantee/Bid Bond – NOT APPLICABLE
OTHER FORMS (Download*, complete and include with your proposal)	
<input type="checkbox"/>	5.5 Response to Scope of Work Requirements Form
<input type="checkbox"/>	5.6 Terms and Conditions Form
<input type="checkbox"/>	First Tier Subcontractor Designation Form
<input type="checkbox"/>	Ethics in Contracting Vendor Form
<input type="checkbox"/>	W-9 Form
<input type="checkbox"/>	Fair Employment Practices (FEP) Certificate. Complete the on-line application and print (PDF) a hard copy of your company's application and include with your proposal. Apply on-line at: https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx
<input type="checkbox"/>	Certificate of Insurance listing current coverages
EVALUATION CRITERIA	
<input type="checkbox"/>	Include any additional documentation that demonstrates how your company meets or exceeds the Evaluation Criteria outlined in Section 4.10.

* Download Forms that are not included at:

<https://www.waynecounty.com/departments/mb/procurement/procurement-forms.aspx>



5.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS

(Outlined in Section 2.0)

Complete the following information for a minimum of three (3) customer references for products/services of similar scope dating within the past five (5) years.

Reference 1:

Entity Name:	Contact Name and Title:
City:	State:
Phone Number:	Email Address:
Years Serviced/Date of Project:	Annual Volume/Contract Amount:
Description of Project or Services:	

Reference 2:

Entity Name:	Contact Name and Title:
City:	State:
Phone Number:	Email Address:
Years Serviced/Date of Project:	Annual Volume/Contract Amount:
Description of Project or Services:	

Reference 3:

Entity Name:	Contact Name and Title:
City:	State:
Phone Number:	Email Address:
Years Serviced/Date of Project:	Annual Volume/Contract Amount:
Description of Project or Services:	



5.2 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 BOND(S):

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance bond(s).

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.



<p>No proposal shall be accepted which has not been signed in the appropriate space below.</p> <p>I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:</p>	
<p>For clarification of this offer, contact:</p>	
Company Name:	Name:
Address:	Title:
City: State: Zip:	Phone:
*Signature of Authorized Person	Fax:
Printed Name	Email:

*Proposal Form must be signed by an authorized representative.



5.3 PRICING SHEET AND OTHER PRICING REQUIREMENTS

Complete APPENDIX A (A1 and A2 Pricing Schedules), with the following considerations:

5.3.1 *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.

5.3.2 *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.

5.3.3 *Price Stability Guarantee*

For the first twelve months of the Agreement, Contractor must guarantee to provide the goods/services at the rates outlined in the bid submission. To the extent the Contractor seeks an adjustment to compensation based on the increased market price of any commodity, any request must be supported by written evidence documenting the change in costs, including confirmation of the pricing from multiple sources, and must be approved prior to any modifications taking effect. The County may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the County deems relevant; the County retains the option to terminate the Contract if the proposed increase is deemed unacceptable in the County's sole discretion.

5.3.4 *Proposal Pricing*

Proposal pricing must reflect Net 45 payment terms.

5.4 PROPOSAL GUARANTEE/BID BOND

NOT APPLICABLE



5.5 RESPONSE TO SCOPE OF WORK REQUIREMENTS FORM

Review Section 3.0 (Scope of Work Requirements), as outlined in the corresponding sections below, and confirm your understanding:

Section 3.1 Contracted Scope of Services/Statement of Work

Section 3.2 Specifications

Section 3.3 Contract Term

Section 3.4 Additional Specifications:

Section 3.4.1 Service Work Schedules

Section 3.4.2 Service Security of Building and Property Requirements

Section 3.4.3 Service Equipment Requirements

Section 3.4.4 Service Consumable Supplies Requirements – NOT APPLICABLE

Section 3.4.5 Service Inspection and Correction of Deficiencies Requirements

Section 3.4.6 Service Capabilities

Section 3.4.7 Ordering of Services

Section 3.4.8 Customer Service

Section 3.4.9 Roles & Responsibilities

Section 3.4.10 Delivery Acceptance Criteria

Section 3.4.11 Service Level Agreements – NOT APPLICABLE

Section 3.4.12 Milestones

Section 3.4.13 Training – NOT APPLICABLE

Section 3.4.14 Success Criteria

Proposer Response to SOW Requirements: 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.)

Initial Here:



5.6 TERMS AND CONDITIONS FORM

Please reference the attached Agreement/Contract or Terms & Conditions Document.

Confirmation of review of Terms & Conditions

I have reviewed the terms and conditions.	YES	NO
I have thoroughly reviewed the "insurance requirements" section and can meet the requirements, if awarded the contract.	YES	NO
I accept <u>all</u> the terms and conditions outlined.	YES	NO

Company Representative's Name _____

Company Name _____

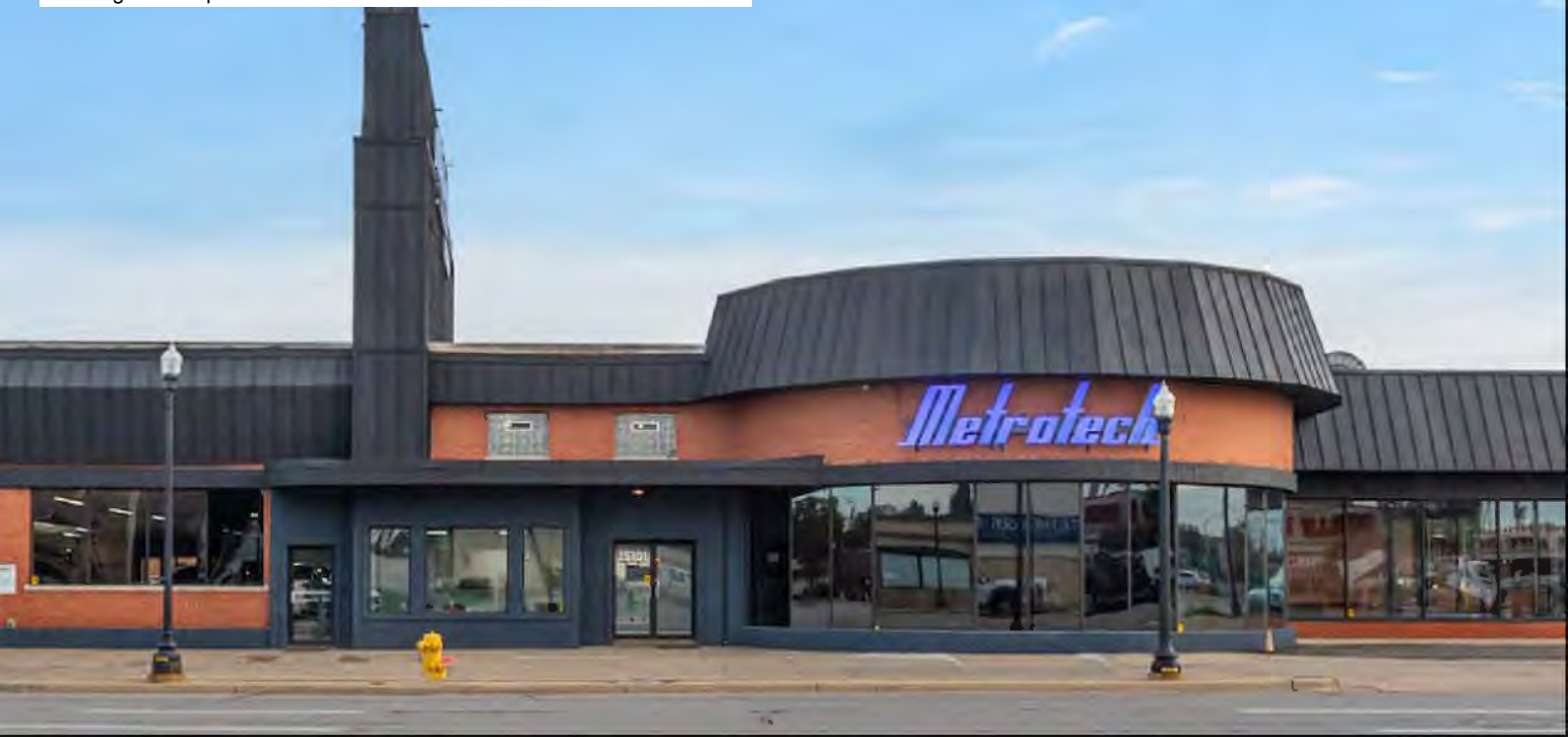
Any exceptions to the Terms & Conditions and/or insurance requirements contained herein shall be noted in writing below, or attached as a redlined (MS Word) version of the document and included with the proposal submittal. **If none or not applicable, indicate "None" or "Not Applicable" below and provide signature.**

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



APPENDIX B

Contractor's Response to the Request For Proposal



PROPOSAL FOR:
FLEET MAINTENANCE SERVICES FOR WAYNE
COUNTY VEHICLES
RFP #37-23-048

JUNE 2023

Primary & Secondary Fleet Maintenance Service Provider

SUBMITTED TO:
COUNTY OF WAYNE, MI

ATTN:
Sherita Calloway
Strategic Sourcing Analyst, CPPB
June 8, 2023; 1:00PM

OFFERED BY:
METROTECH AUTOMOTIVE GROUP

15101 Michigan Ave.
Dearborn, MI 48126
EIN: 26-4207263



Sam Hussein, President & CEO
Email: Sam@metrotechautomotive.com
Phone: (313) 522-4567
ICAR® Certified



LETTER OF TRANSMITTAL

June 8, 2023

Wayne County
Charter County of Wayne
Detroit, Michigan

Attention: Sherita Calloway, Strategic Sourcing Analyst, CPPB

Reference: Control No. 37-23-048 – Fleet Maintenance Services for Wayne County Vehicles

Enclosed please find the proposal of Metrotech Automotive Group (Metrotech) in response to the Wayne County RFP Control No. #37-23-048 request for Fleet Maintenance Services for Wayne County Vehicles.

Founded in 2004, Metrotech is a family-owned Wayne County-based certified Small Business Enterprise (SBE) with a passion and eagerness to serve our growing population. Our courteous staff work to make every customer's experience hassle free. Throughout the repair process, our highly trained collision repair technicians work hard to ensure we provide the highest standards of workmanship. With our state-of-the-art service and collision repair facility's top of the line equipment, we can assure that the County will receive repair services across their fleet of vehicles that exceed your expectations.

As one of the largest licensed repair facilities in Wayne County, Metrotech is centrally located in Dearborn and capable of serving from Western Wayne County to the Eastern and Central regions. From preventative and scheduled maintenance to major mechanical and auto body and frame repair, we do it all, making Metrotech uniquely qualified to perform all of the County's vehicle fleet maintenance requirements. Our capabilities include:

- **Government Fleet Services** – With over 150 active vehicles, vans, and trucks in our monthly service cycle, Metrotech specializes in government fleet services and currently provides fleet services to several municipalities and government entities.
- **Experienced & Certified Technicians** – All Metrotech technicians are ASE and ICAR Certified. Whether a minor fender bender or a major collision, we are capable and experienced—with over 30,000+ vehicles repaired since 2004.
- **Diagnostic Services** – The Metrotech team is trained to provide full diagnostic services and inspection procedures for all types of vehicles. Our expert technicians inspect the vehicle's major operating systems—tires, fluid levels, battery, lights, wipers, belts, hoses, suspension, brakes, and more.
- **Auto Body & Paint Repairs** – Our licensed auto body experts specialize in all aspects of collision and auto body repair, including unibody, collision repair, and color matching.

For many years, Metrotech has relied upon our exceptional employees to perform at an extremely high level and demonstrate the professionalism and compassion that makes Metrotech a truly unique company. We always treat others as we would like to be treated.

In response to the County's request for fleet maintenance services, we offer unmatched experience, equipment, and technological capabilities, and an enhanced customer experience, all while offering a right-sized pricing model with real, tangible benefits. Metrotech is one hundred



percent committed to supporting the County's request for fleet maintenance services and its auto body repair needs.

Should you have any questions regarding this proposal, would like a demonstration of any facet of our capabilities, or would like to schedule an oral presentation and site visit as part of the evaluation process, please feel free to contact me directly.

Metrotech Automotive Group looks forward to providing our world-class fleet maintenance services throughout Wayne County. Thank you for your consideration of this proposal.

Sincerely,

A handwritten signature in black ink that reads "H Hussein" is written over a horizontal line.

Sam Hussein, President/CEO
Metrotech Automotive Group
15101 Michigan Ave.
Dearborn, MI 48126

O: 313-522-4567

C: 313-655-8022

sam@metrotechautomotive.com

EIN: 26-4207263

Wayne County Certifications:

- Small Business Enterprise
- County Based Enterprise
- Fair Employment Practices
- Targeted Growth Community Enterprise

I-CAR® Certified

The above signatory is Metrotech Automotive Group's President and CEO, authorized to bind the company contractually with the County of Wayne and negotiate all aspects of this proposal.

ACKNOWLEDGEMENTS

Terms & Conditions: Metrotech Automotive Group (Metrotech) agrees and will comply with all terms and conditions of the RFP, Professional Services Agreement, and Consortium Agreement as well as all federal, state, and local laws and policies.

Proposal Valid Period: Metrotech will maintain this proposal as valid for 180 days from the due date for responses to the RFP.

Cooperative Contract: Metrotech acknowledges that 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.

Administrative Fees: Metrotech understands and acknowledges that an administrative fee of 1.5% will be collected on a quarterly basis. The fee will be calculated against the quarterly sales volume for all purchases made under this agreement. A request for Quarterly Sales Reports will be sent out from M.A.C. (Michigan Associations of Counties). M.A.C. is the CoPro+ consortium administrator.

Acknowledgement of Addenda: N/A.

TABLE OF CONTENTS

TITLE PAGE	1
LETTER OF TRANSMITTAL.....	2
Acknowledgements	3
TABLE OF CONTENTS	4
1.0 EXECUTIVE SUMMARY	7
1.1 CAPABILITIES	7
1.1.1 Customer Service & Craftsmanship	8
1.1.2 Additional Services.....	8
1.2 PRICING.....	8
1.3 MAINTENANCE, REPAIR, & DIAGNOSTIC SERVICES.....	8
1.3.1 Diagnostic Services	8
1.3.2 Preventative Maintenance.....	9
1.3.3 Auto Body Repair.....	9
1.3.4 Paint Repair	9
1.4 QUALITY REPAIR PROCESS	10
2.0 DOCUMENTATION & FORMS.....	12
2.1 REFERENCES FORM	13
2.2 BUSINESS INFORMATION QUESTIONNAIRE.....	15
2.3 ORGANIZATIONAL CHART & RESUMES OF KEY PERSONNEL.....	16
2.3.1 Metrotech Organizational Chart	16
2.3.2 Resume – Sam Hussein, President & CEO	17
2.4 LICENSES/CERTIFICATES	18
2.4.1 I-CAR® Certifications.....	18
2.4.2 WCAA SBE & Wayne County Certifications.....	19
2.4.3 Wayne County Advantage Program Certifications	20
2.4.4 Motor Vehicle Repair Facility Registration	21
2.4.5 MI Motor Vehicle Mechanic Certificates.....	21
2.5 SCOPE OF WORK REQUIREMENTS FORM.....	23
2.6 TERMS & CONDITIONS FORM.....	24
2.7 FIRST TIER SUBCONTRACTOR DESIGNATION FORM.....	25
2.8 ETHICS IN CONTRACTING VENDOR FORM	27
2.9 W-9 FORM	29
2.10 FAIR EMPLOYMENT PRACTICES (FEP) CERTIFICATE	30



2.11 CERTIFICATE OF INSURANCE 31

3.0 RESPONSE TO SCOPE OF WORK REQUIREMENTS..... 35

3.1 EXPERIENCE & QUALIFICATIONS – EVALUATION CRITERIA..... 35

 3.1.1 Adherence to Minimum Qualifications 35

 3.1.2 Preferred Qualifications..... 37

 3.1.3 Other Evaluation Criteria..... 38

3.2 WORK PLAN & TIMELINE 39

3.3 METROTECH CAPABILITIES STATEMENT 44

3.4 METROTECH FACILITY PHOTOS..... 45



TAB 1.0

EXECUTIVE SUMMARY



1.0 EXECUTIVE SUMMARY

Metrotech Automotive Group (Metrotech) was founded in 2004 as a Wayne County-based family-owned Wayne County Certified Small Business Enterprise (SBE). We started Metrotech because we love everything automotive. It is our passion and eagerness to serve our growing population. Throughout the maintenance and repair process, our highly trained technicians work hard to ensure we provide the highest standards of workmanship. With our state-of-the-art automotive service, body shop, and collision repair facility's top of the line equipment, Metrotech has become one of the largest licensed vehicle maintenance facilities in Wayne County. From preventative and scheduled maintenance to major mechanical and auto body and frame repair, we do it all, making Metrotech uniquely qualified to perform all of the County's maintenance and vehicle repair needs.

1.1 CAPABILITIES

- **Government Fleet Services** – With over 150 active vehicles, vans, and trucks in our monthly service cycle, Metrotech specializes in government fleet services and currently provides fleet services to several municipalities and government entities. Whether it is an engine failure, minor fender bender, or a major collision, we have seen it all. With over 30,000+ cars repaired since 2004, we have the experience necessary to support the County's maintenance and auto body repair requirements.
- **Experienced & Certified Technicians** – All our technicians are ASE and I-CAR® Certified. Whether scheduled maintenance, a minor fender bender, or a major collision, we are capable and experienced—with over 30,000+ vehicles serviced since 2004 alone.
- **Routine Maintenance** – Metrotech clients each have hundreds of vehicles that require ongoing routine maintenance and periodic repairs. With our large service facility, we have the capability and capacity to keep each fleet in top condition.
- **Diagnostic Services** – The Metrotech team is trained to provide full diagnostic services and inspection procedures for all types of vehicles. Our expert technicians inspect the vehicle's major operating systems—tires, fluid levels, battery, wipers, belts, suspension, brakes, etc.
- **Auto Body & Paint Repairs** – Our licensed auto body experts specialize in all aspects of collision & auto body repair, including unibody repair, collision repair, and color matching.

From the moment you enter our facility, our courteous office staff will work to make your auto service experience hassle free. As we proceed through the maintenance and/or repair process, our highly trained technicians work hard to ensure a high standard of workmanship.

Accreditations: ASE Certified, Detroit Based, A+ Rating by the Better Business Bureau



Associations: I-CAR® Certified



1.1.1 CUSTOMER SERVICE & CRAFTSMANSHIP

Metrotech technicians are certified and trained to deliver the best experience possible. With a state-of-the-art service and auto body shop, we maintain, fix, and repair all makes and models. Whether it is routine maintenance, minor fender bender or major collision, we have seen it all. We have the experience required to repair all County vehicles correctly, the way you want it.

1.1.2 ADDITIONAL SERVICES

- LIFETIME warranty
- Scheduled preventative maintenance
- Auto-body repair on all makes and models using OEM parts
- Glass repair
- Paint-less dent repair
- Emergency checklist
- Interior cleaning on collision repairs
- Interior/upholstery repair
- Air bag system replacements
- Accident-related mechanical work (alignments & undercarriage)
- Custom paint/refinishing (Guaranteed color matching)
- Baked on finishes
- Frame and uni-body repairs
- Insurance claims settlement
- 24/7 Towing

1.2 PRICING

At Metrotech, we put the customer first. Our services, quality, and prices are affordable and above par. In addition, we are repair partners with every major insurance company to deliver you additional convenience. Upon County authorization, Metrotech will commence the maintenance or repair work within no later than seven (7) days using OEM parts unless other replacement parts are approved. *See Price Sheet submitted as a separate document.*

1.3 MAINTENANCE, REPAIR, & DIAGNOSTIC SERVICES

1.3.1 DIAGNOSTIC SERVICES

When Metrotech takes on a vehicle for mechanical or repair services or follow-up, we are more than willing to offer a diagnostic check. Our expert technicians can inspect the vehicle's major operating systems –tires, fluid levels, battery, lights, wipers, belts, hoses, suspension, brakes, and more to identify any potential problems.

There will be no charge for mechanical diagnostics. Once a vehicle is diagnosed, our State of Michigan, ASE, and ICAR certified technicians are fully capable of performing any necessary repairs.

Our auto car advisors will explain any suggested maintenance or repairs and will not take any actions unless approved first.

Our certified auto technicians will never initiate any out-of-the-blue car repair. They will, however, always thoroughly inspect the vehicle and provide advice on the vehicle's health, so that an informed decision can be made when it comes to maintenance and repair services.



1.3.2 PREVENTATIVE MAINTENANCE

We currently provide fleet services to several municipalities and government entities including the Wayne County Sheriff's Office and the U.S. Government. Our licensed mechanics are certified in tune-up/performance, engine repair, and unitized body structural repair, among other areas.

We have performed preventative fleet maintenance services for more than 10 years. Metrotech Automotive's project management approach, customer service, and our qualified team differentiate us from the competition. We ensure that every vehicle sent for service exceeds your expectations.



1.3.3 AUTO BODY REPAIR

We are experts on all makes and models of cars, including foreign and domestic. We work with several dealerships and maintain long-lasting relationships with our clients by using follow-up calls to ensure customer satisfaction, which also makes us available to answer any questions you may have about future repairs.

Metrotech provides high-quality, seamless repairs. We can do the job fast and efficiently, and at a far less cost than our competitors, which brings additional savings to Wayne County. The County can feel secure bringing any manner of sedan, SUV, van, or pickup truck to our shop – foreign or domestic.



1.3.4 PAINT REPAIR

We can make your vehicles look as good as new. Whether it is time to put a new coat on an old vehicle or need to repair some collision damage, our commitment at Metrotech is making the vehicle look as good as new. Our technicians take pride in their work. We can put on an entirely new coat of paint, touch up an existing job, and add stripes, decals, or other accessories.

We are committed to making sure our fresh paint matches the vehicle precisely. We have two spray booths on site to ensure an even coating and a fast job, and we use an oven-baked finish to ensure uniform drying. Both of these services



ensure that we can complete the job quickly and to the County's satisfaction. The vehicle will be off our lot and back in service quickly.

Paint is not just there to make a vehicle look nice; it can protect it against the weather and hazards like road salt. Fresh paint will prevent rust and extend the life of the vehicle. If the vehicle's coat is starting to look splotchy or faded, or if there are spots of rust, it may be time for a fresh paint job. A little money invested now will be cost-effective in the long run.

1.4 QUALITY REPAIR PROCESS

Metrotech guarantees quality workmanship and attention to every detail. Providing 100% customer satisfaction is our number one goal. Both our certified mechanics and trained repair technicians recapture the original factory look and operation of the vehicle after a collision or mechanical failure. What does it take to repair your vehicle properly? Because of today's complex mechanical systems and high-quality paint finishes, technicians need to be properly trained in the entire process to achieve complete and safe repairs. Here is a step-by-step guide to the care that Metrotech takes when repairing your vehicles:



TAB 2.0

REQUIRED FORMS



2.0 DOCUMENTATION & FORMS

The following forms provided on the pages below demonstrate that Metrotech meets the minimum qualifications for submittal of this bid:

1. References Form
2. Business Information Questionnaire portion of the Ethics in Contracting Form
3. Resumes for Key Personnel
4. Licenses/Certificates
5. Response to Scope of Work Requirements Form (*see also Tab 3.0*)
6. Terms and Conditions Form
7. First Tier Subcontractor Designation Form
8. Ethics in Contracting Vendor Form
 - a. Organizational Chart
9. W-9 Form
10. Fair Employment Practices (FEP) Certificate
11. Certificate of Insurance

Note: *the Proposal Form and Appendix A: Price Sheet are submitted as separate documents.*





5.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS

(Outlined in Section 2.0)

Complete the following information for a minimum of three (3) customer references for products/services of similar scope dating within the past five (5) years.

Reference 1:

Entity Name: Wayne County Sheriff	Contact Name and Title: Raphael Washington, Sheriff
City: Detroit	State: Michigan
Phone Number: 313-570-2884	Email Address:
Years Serviced/Date of Project: 2018 - Present	Annual Volume/Contract Amount: 300+ vehicles
Description of Project or Services: Provide fleet maintenance services for all Wayne County vehicles	

Reference 2:

Entity Name: Great Lakes Water Authority	Contact Name and Title: Bill Wolfson, Director
City: Detroit	State: Michigan
Phone Number: 313-663-1300	Email Address:
Years Serviced/Date of Project: 2019 - Present	Annual Volume/Contract Amount: 800+ vehicles
Description of Project or Services: Provide fleet maintenance services for all GLWA vehicles	

Reference 3:

Entity Name: United States Government - GSA	Contact Name and Title: John Eckstein, Accident Management
City: Washington	State: D.C.
Phone Number: 866-400-0411	Email Address:
Years Serviced/Date of Project: 2017 - Present	Annual Volume/Contract Amount: 30000+
Description of Project or Services: Provide fleet maintenance services for all federal government vehicles as needed	



REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS

(Outlined in Section 2.0)

Complete the following information for a minimum of three (3) customer references for products/services of similar scope dating within the past five (5) years.

Reference 4:

Entity Name: Wayne County Airport Authority	Contact Name and Title: Chad Newton, CEO
City: Detroit	State: Michigan
Phone Number: 734-942-5357	Email Address: chad.newton@wcaa.us
Years Serviced/Date of Project: 2022 - Present	Annual Volume/Contract Amount: 300+ vehicles
Description of Project or Services: Provide fleet maintenance services for WCAA vehicles	

Reference 5:

Entity Name: Cure Auto Insurance	Contact Name and Title: William McClister
City: Princeton	State: New Jersey
Phone Number: 609-578-8271	Email Address:
Years Serviced/Date of Project: 2020 - Present	Annual Volume/Contract Amount: 100,000+ vehicles
Description of Project or Services: Provide auto body repair services for all Cure Insurance customers as needed.	

BUSINESS INFORMATION QUESTIONNAIRE

Please complete the following:

1. Company's official registered name

Metrotech Automotive Group

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

See below.

3. Company's Dun & Bradstreet (D&B) number (Required for federally funded contracts, optional otherwise)

08-003-3187

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

Corporation, incorporated in the State of Michigan 2004

5. Company's organizational chart including those individuals that would be involved in the contract. Please include all Partners, Principals, Corporate Officers or Owners, Corporate Directors. (Attach additional sheet as necessary)

See attached.

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

Metrotech Automotive Group, 15101 Michigan Ave., Dearborn, MI 48126; Sam Hussein, President; 734-699-5300; sam@metrotechautomotive.com

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

Sam Hussein

8. 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.

None

9. Has your company been debarred by the Federal, any State or Local Governments or Authorities? Yes No If yes, has it been lifted and if so, when?

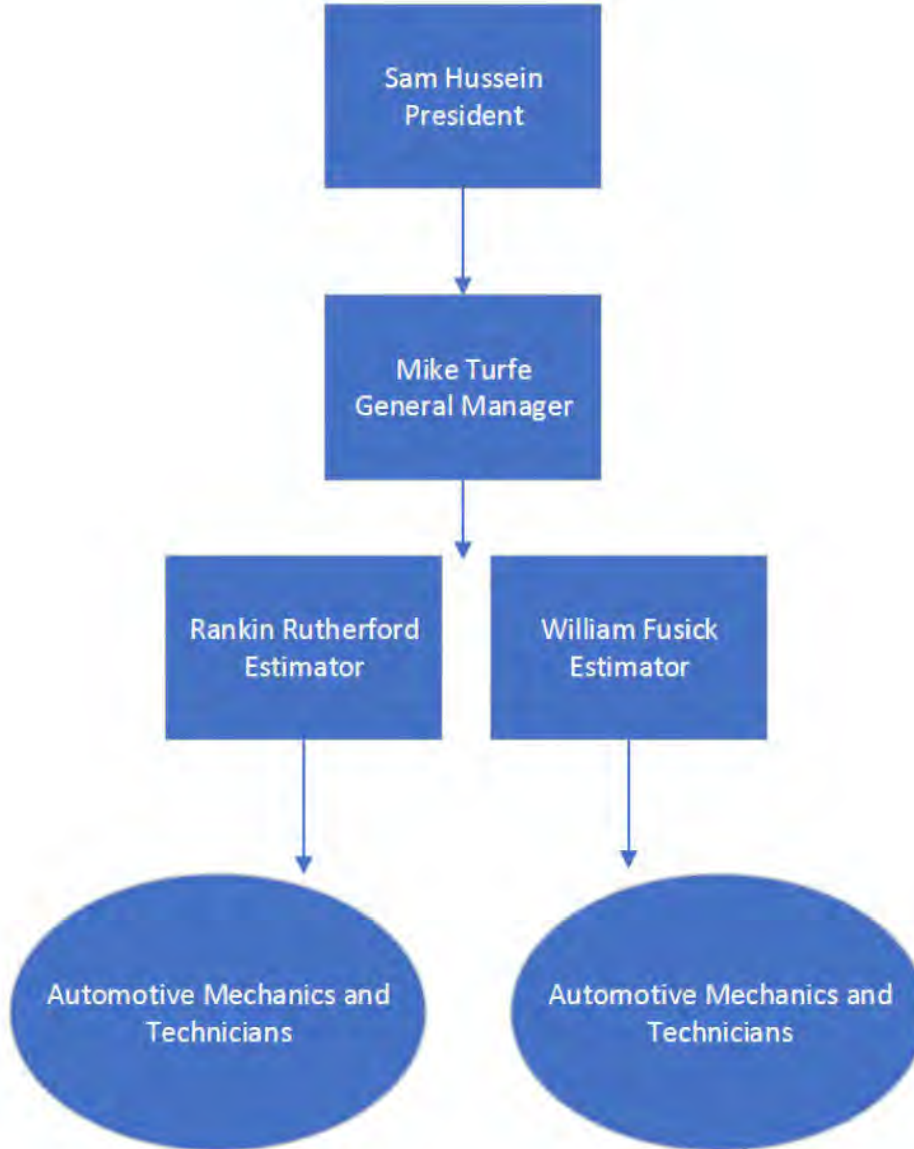
10. Has your company had contracts terminated for breach or failure to perform within the past five years? Yes No If yes, by whom and why?

11. Has your company had any violations, or are there any investigations pending for any Federal, any State or Local Governmental or Authority contracts? Yes No If yes, has it been lifted and if so, when?

Brief History of the company: Metrotech Automotive Group was founded in 2004 as a Wayne County-based family-owned Certified Small Business Enterprise (SBE). We started Metrotech because we love everything automotive, and it is our passion and eagerness to serve our growing population. Throughout the repair process, our highly trained collision repair technicians work hard to ensure we provide the highest standards of workmanship. With our state-of-the-art body shop and collision repair facility's top of the line equipment, Metrotech has become one of the largest licensed repair facilities in Wayne County. From preventative and scheduled maintenance to major mechanical and auto body and frame repair, we do it all, making Metrotech uniquely qualified to perform all of the County's vehicle maintenance and repair needs.

2.3 ORGANIZATIONAL CHART & RESUMES OF KEY PERSONNEL

2.3.1 METROTECH ORGANIZATIONAL CHART



2.3.2 RESUME – SAM HUSSEIN, PRESIDENT & CEO

Sam Hussein, President & CEO of Metrotech Automotive serves as the sole key personnel providing management oversight of all fleet maintenance services.

15101 Michigan Ave
 Dearborn, Mi 48126
 Samhussein1301@gmail.com

SAM HUSSEIN

PROFILE/SKILLS Self-motivated and experienced management professional. Detail oriented with ability to handle multiple projects. Experienced in drafting reports and letters and creating presentations. Skilled in assessing and directing business activities with superior leadership qualities and excellent decision-making abilities.

EXPERIENCE **PRESIDENT AND CEO**
METROTECH AUTOMOTIVE GROUP
DETROIT, MI
 2004-Present

EDUCATION **2016**
MBA
WAYNE STATE UNIVERSITY SCHOOL OF BUSINESS ADMINISTRATION
2006
BACHELOR OF BIOLOGICAL SCIENCES
UNIVERSITY OF MICHIGAN

ACKNOWLEDGEMENTS AND AFFILIATIONS **Chiefs Community Recognition Award**
 -Helped implement Detroit Police Neighborhood Police Program
 -Setup neighborhood police workstation for Corktown Historic District
Corktown Business Association
CrimeStoppers
Arab-American Chamber of Commerce
General Services Administration (GSA.GOV)
 -Authorized vendor
Wayne County Office of Homeland Security
 -Community Emergency Response Team
Harvard Business School
 -Nominated for Young American Leaders Program



2.4 LICENSES/CERTIFICATES

2.4.1 I-CAR® CERTIFICATIONS





2.4.2 WCAA SBE & WAYNE COUNTY CERTIFICATIONS



2.4.3 WAYNE COUNTY ADVANTAGE PROGRAM CERTIFICATIONS

Wayne  County
Human Relations Certifications

This certifies that
Metrotech Auto Sales, LLC

15101 Michigan Avenue
Dearborn, Michigan 48126

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County's procurement process utilizing the Equalization Credits for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution.
(Listed under the Certification Medallion is the date through which your Certification/Registration is valid.)



5/11/2026



5/11/2026



5/11/2026



5/11/2026

Victoria I. Edwards, Director

Warren C. Evans, County Executive

2.4.4 MOTOR VEHICLE REPAIR FACILITY REGISTRATION

MICHIGAN DEPARTMENT OF STATE

MOTOR VEHICLE REPAIR FACILITY REGISTRATION

DISPLAY IN A CONSPICUOUS PLACE

This motor vehicle repair facility registration is issued to the repair facility named below by the Secretary of State under the authority in Section 9 of the Motor Vehicle Service and Repair Act (MCL 257.1309).

METROTECH AUTO SALES LLC
METROTECH AUTOMOTIVE
PO BOX 255
DEARBORN MI 48121-0255




REGISTRATION NUMBER: F166040
EXPIRATION DATE: 03/19/2024

2.4.5 MI MOTOR VEHICLE MECHANIC CERTIFICATES

MICHIGAN DEPARTMENT OF STATE

MOTOR VEHICLE MECHANIC CERTIFICATE


DISPLAY IN A CONSPICUOUS PLACE

CERTIFICATE NUMBER	EXPIRATION DATE	PRINTED	REPAIR SPECIALTY	RECERT YEAR
M263952	03/29/2024	03/28/2023	AUTO Engine Repair	
NAME HUSSEIN MOHAMAD HUSSEIN				
<p>This motor vehicle mechanic certificate is issued to the mechanic named above by the Secretary of State under the authority in Section 9 of the Motor Vehicle Service and Repair Act (MCL 257.1309) in the categories listed.</p>				

MICHIGAN DEPARTMENT OF STATE

MOTOR VEHICLE MECHANIC CERTIFICATE

DISPLAY IN A CONSPICUOUS PLACE

CERTIFICATE NUMBER	EXPIRATION DATE	PRINTED	REPAIR SPECIALTY	RECERT YEAR
M176439	04/17/2024	04/21/2023	AUTO Front End and Steering AUTO Heating and Air Conditioning Unitized Body Structural Repair Collision-Related Mechanical Repair	
NAME DENNIS ROBERT SHORKEY				
<p>This motor vehicle mechanic certificate is issued to the mechanic named above by the Secretary of State under the authority in Section 9 of the Motor Vehicle Service and Repair Act (MCL 257.1309) in the categories listed.</p>				

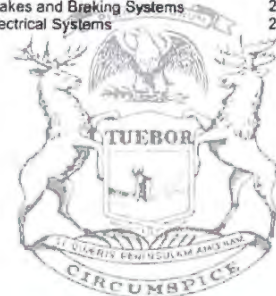


MICHIGAN DEPARTMENT OF STATE

MOTOR VEHICLE MECHANIC CERTIFICATE
DISPLAY IN A CONSPICUOUS PLACE

CERTIFICATE NUMBER	EXPIRATION DATE	PRINTED
M264893	08/21/2023	04/28/2023
NAME		
FRANK RAFAEL SLAIWA		

REPAIR SPECIALTY RECERT YEAR
 AUTO Front End and Steering
 AUTO Brakes and Braking Systems 2025
 AUTO Electrical Systems 2029



This motor vehicle mechanic certificate is issued to the mechanic named above by the Secretary of State under the authority in Section 9 of the Motor Vehicle Service and Repair Act (MCL 257.1309) in the categories listed.

MICHIGAN DEPARTMENT OF STATE

MOTOR VEHICLE MECHANIC CERTIFICATE
DISPLAY IN A CONSPICUOUS PLACE

CERTIFICATE NUMBER	EXPIRATION DATE	PRINTED
M192787	05/10/2024	04/06/2023
NAME		
WILLIAM FLOYD FUSICK		

REPAIR SPECIALTY RECERT YEAR
 Unitized Body Structural Repair



This motor vehicle mechanic certificate is issued to the mechanic named above by the Secretary of State under the authority in Section 9 of the Motor Vehicle Service and Repair Act (MCL 257.1309) in the categories listed.





5.5 RESPONSE TO SCOPE OF WORK REQUIREMENTS FORM

Review Section 3.0 (Scope of Work Requirements), as outlined in the corresponding sections below, and confirm your understanding:

- Section 3.1 Contracted Scope of Services/Statement of Work
- Section 3.2 Specifications
- Section 3.3 Contract Term
- Section 3.4 Additional Specifications:

-
- Section 3.4.1 Service Work Schedules
 - Section 3.4.2 Service Security of Building and Property Requirements
 - Section 3.4.3 Service Equipment Requirements
 - Section 3.4.4 Service Consumable Supplies Requirements – NOT APPLICABLE
 - Section 3.4.5 Service Inspection and Correction of Deficiencies Requirements
 - Section 3.4.6 Service Capabilities
 - Section 3.4.7 Ordering of Services
 - Section 3.4.8 Customer Service
 - Section 3.4.9 Roles & Responsibilities
 - Section 3.4.10 Delivery Acceptance Criteria
 - Section 3.4.11 Service Level Agreements – NOT APPLICABLE
 - Section 3.4.12 Milestones
 - Section 3.4.13 Training – NOT APPLICABLE
 - Section 3.4.14 Success Criteria

Proposer Response to SOW Requirements: 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.)

Initial Here: 

NOTE: See Tab 3.0 for a detailed response to Scope of Work Requirements.



5.6 TERMS AND CONDITIONS FORM

Please reference the attached Agreement/Contract or Terms & Conditions Document.

Confirmation of review of Terms & Conditions

I have reviewed the terms and conditions. YES NO

I have thoroughly reviewed the "insurance requirements" section and can meet the requirements, if awarded the contract. YES NO

I accept all the terms and conditions outlined. YES NO

Company Representative's Name Sam Hussein, President

Company Name Metrotech Automotive Group

Any exceptions to the Terms & Conditions and/or insurance requirements contained herein shall be noted in writing below, or attached as a redlined (MS Word) version of the document and included with the proposal submittal. **If none or not applicable, indicate "None" or "Not Applicable" below and provide signature.**

Page Number	Not Applicable
Outline Number or Paragraph	
Term, Condition or Specification	
Exception	None
Signature (same signature as on Proposal Affidavit Signature and Acceptance form)	<i>H Hussein</i>

.....

WAYNE COUNTY HUMAN RELATIONS DIVISION FIRST TIER SUBCONTRACTOR DESIGNATION FORM

To be completed by Prime Contractors for "First Tier" Subcontractors Only

This form Must be completed by all prime contractors receiving a contract of more than \$50,000 (supplies/services) or more than \$100,000 (construction) from Wayne County regardless of the dollar amount at which the subcontractor participate

****THIS PAGE MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED****

1. CONTRACT NUMBER: 37 - 23 - 048 (Number on Bid Announcement)

TCM Number: _____ - _____ - _____ (Internal use only)

2. CHECK ONE:

This is a: SUPPLY/SERVICE contract (over \$50,000? YES NO)
OR
 CONSTRUCTION contract (over \$100,000? YES NO)

3. WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)

YES * NO

* If you answered "YES" complete the next page.

Prime Company Name: <u>Metrotech Automotive Group</u>		Fed Tax ID: <u>26-4207263</u>	
Address: <u>15101 Michigan Avenue</u>			
City: <u>Dearborn</u>	County: <u>Wayne</u>	State: <u>MI</u>	Zip: <u>48126</u>
Phone: <u>(313) 784-9010</u>		Fax: <u>(313) 784-9006</u>	
Authorized Contact Person: <u>Sam Hussein</u>		Email: <u>sam@metrotechautomotive.com</u>	

I declare that all of the information contained in this form is complete and accurate to the best of my knowledge.

Print Name Sam Hussein Title President/CEO
Signature *H Hussein* Date 6/8/2023

SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name Metrotech Automotive Group **Contract #** 37 - 23 - 048

Subcontractor # _____ **TCM#** _____ - _____ - _____ (Internal use only)

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone:	Fax	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone:	Fax:	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone:	Fax:	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contract	Phone:	Fax:	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

ETHICS IN CONTRACTING VENDOR FORM

(DISCLOSURE OF RELATIONSHIPS WITH COUNTY CONTRACT MANAGERS BY OWNERS AND OFFICERS OF BUSINESS SUBMITTING QUOTE)

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- **Please fill out this form to the best of your knowledge and belief.**
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- **You are not required to question family members beyond what you already know of their affairs.**
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Is any Partner, Principal, Corporate Officer, Owner or Corporate Director an immediate family member of a County employee? YES NO

If Yes: Name: Annie Hussein Relationship: Spouse
 Department: Wayne County Employee's Retirement System Title: Director of Compliance and Legal Affairs

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months? YES NO

If Yes: Name: Assad Turfe
 Department: CEO Title: Deputy County Executive

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months? YES NO

If Yes: Name of Contract Manager: _____
 Department: _____ Title: _____

4. Does any Partner, Principal, Corporate Officer, Owner or Corporate Director and a contract manager each have a substantial financial interest in one or more of the same business ventures? YES NO

If Yes: Name of Contract Manager: _____
 Department: _____ Title: _____

**ETHICS
CERTIFICATION**

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): Sam Hussein

Signature: *S Hussein* Date: 6/8/2023

Company Name: Metrotech Automotive Group

Company Tax ID #: 26-4207263

**ETHICS
DEFINITIONS**

Contract Manager

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

Immediate Family

YOUR FATHER, MOTHER, SON, DAUGHTER, BROTHER, SISTER, UNCLE, AUNT, GREAT AUNT, GREAT UNCLE, FIRST COUSIN, NEPHEW, NIECE, HUSBAND, WIFE, GRANDFATHER, GRANDMOTHER, GRANDSON, GRANDDAUGHTER, FATHER-IN-LAW, MOTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, STEPFATHER, STEPMOTHER, STEPSON, STEPDAUGHTER, STEPBROTHER, STEPSISTER, HALF BROTHER, HALF SISTER, AND INCLUDING THE GRANDFATHER OR GRANDMOTHER OF AN INDIVIDUAL'S SPOUSE. IT SHALL ALSO INCLUDE A FORMER SPOUSE OR AN INDIVIDUAL WITH WHOM THE PUBLIC SERVANT HAS HAD A CHILD IN COMMON.

Substantial Financial Interest

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.



2.9 W-9 FORM

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Metrotech Auto Sales, L.L.C.	
	2 Business name/disregarded entity name, if different from above Metrotech Automotive	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 255	Requester's name and address (optional)
	6 City, state, and ZIP code Dearborn, MI 48121	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] - [] [] [] []
or
Employer identification number
2 6 - 4 2 0 7 2 6 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>H Hussein</i>	Date ▶ 05-18-2023
------------------	---	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



2.10 FAIR EMPLOYMENT PRACTICES (FEP) CERTIFICATE

Metrotech Automotive Group is FEP certified and valid through May 11, 2026.



5/11/2026

(See also Section 2.4.3 Wayne County Human Relations Certifications.)



2.11 CERTIFICATE OF INSURANCE

Client#: 9790	METAUT	DATE (MM/DD/YYYY) 05/15/2023
ACORD™ CERTIFICATE OF LIABILITY INSURANCE		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>		
PRODUCER ZERVOS GROUP, INC. 24724 Farmbrook P O Box 2067 Southfield, MI 48037-2067	CONTACT NAME: Michael Zervos / Molly Brink PHONE (A/C, No, Ext): 248 355-4411 FAX (A/C, No): 248 355-2175 E-MAIL ADDRESS: molly@zervosgroup.com	
INSURED METROTECH AUTO SALES DBA METROTECH AUTOMOTIVE 15101 Michigan Ave. Dearborn, MI 48126	INSURER(S) AFFORDING COVERAGE INSURER A : Selective Way Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC #

COVERAGE	CERTIFICATE NUMBER:	REVISION NUMBER:																																						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																								
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 | || DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | |

CERTIFICATE HOLDER Wayne County 500 Griswold Detroit, MI 48226	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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TAB 3.0

RESPONSE TO SCOPE OF WORK REQUIREMENTS



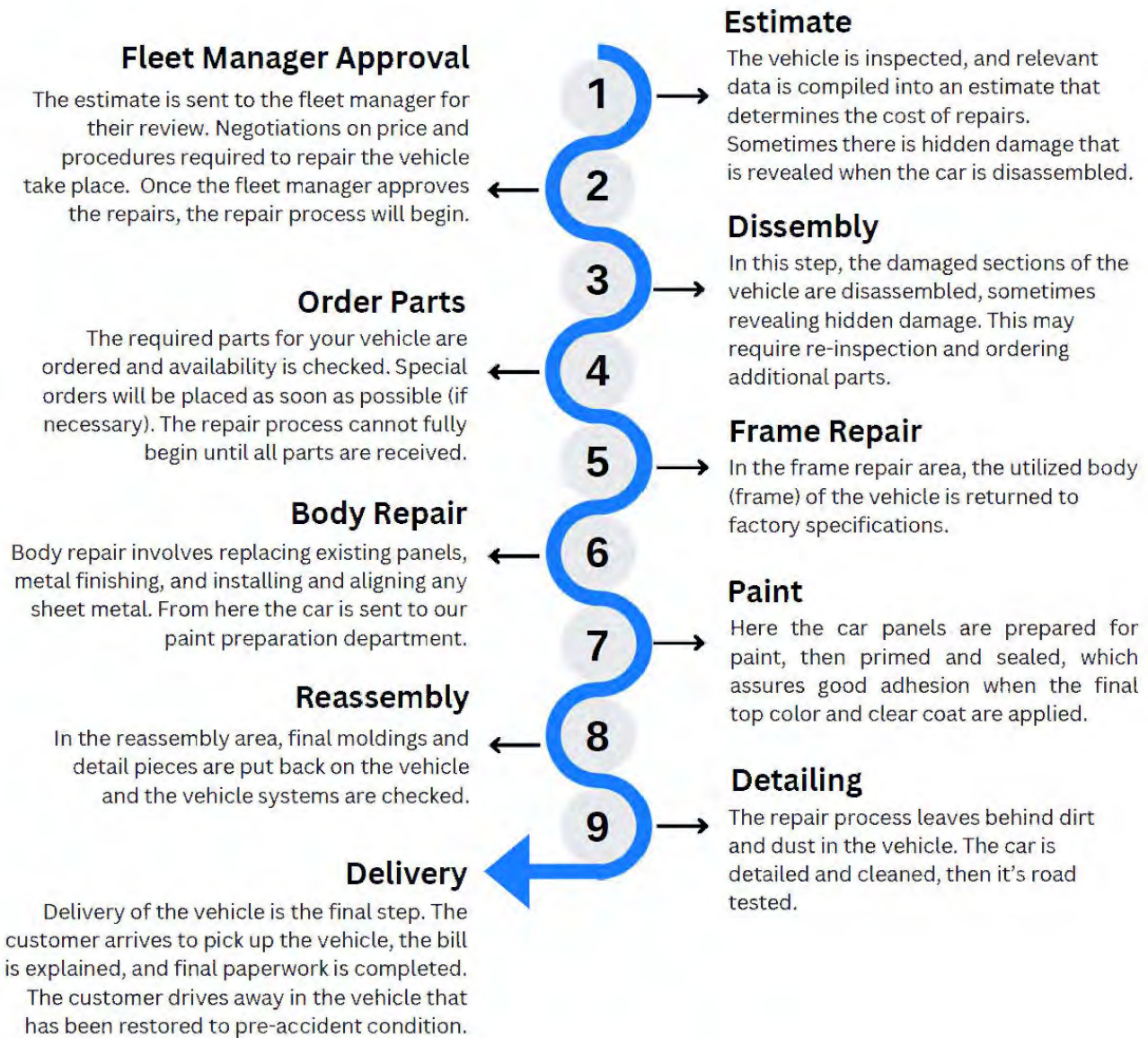
3.0 RESPONSE TO SCOPE OF WORK REQUIREMENTS

3.1 EXPERIENCE & QUALIFICATIONS – EVALUATION CRITERIA

3.1.1 ADHERENCE TO MINIMUM QUALIFICATIONS

a) Describe how you meet or exceed the minimum qualifications in the Scope of Work in this document.

Critical to Metrotech’s ability to meet the scope of work requirements is our proven procedures and process for accomplishing the work as highlighted in the diagram below:



- 1) **Experience** – *The Proposer or its subcontractor must have provided fleet maintenance services, including labor, equipment, and materials for at least three (3) customers with fleet size of at least 100 vehicles (Provide list of all customers);*

Wayne County Sheriff

Detroit, MI

Annual Volume = 300+ vehicles

Great Lakes Water Authority

Detroit, MI

Annual Volume = 800+ vehicles

United States Government – General Services Administration (GSA)

Washington, D.C.

Annual Volume = 30,000+ vehicles

Wayne County Airport Authority

Detroit, MI

Annual Volume = 300+ vehicles

Cure Auto Insurance

Princeton, NJ

Annual Volume = 100,000+ vehicles

- 2) **Key Personnel** – *The Proposer must have key personnel (lead staff), who will be assigned to the contract resulting from this RFP, with experience in similar lead role(s) for at least two (2) comparable fleet maintenance programs within the past five (5) years (Provide resume);*

Providing overall operations management for Metrotech Automotive, Sam Hussein has managed similar fleet maintenance programs for Wayne County Sheriff, Great Lakes Water Authority, and the US Government General Services Administration within the past 5+ years.

(See Section 2.3.2 Resume of Key Personnel.)

- 3) **Public or Private Entity References:** *The Proposer or its subcontractor must have at least two (2) years of experience providing fleet maintenance services to a public or private entity with fleet size of at least 100 vehicles; (Provide references);*

(See Section 2.1 References Form.)

- 4) **Service Location:** *The Proposer or its subcontractor must have at least one (1) service location within 40 miles of each of the following locations: Criminal Justice Complex - 5301 Russell St., Detroit, 48211 (Central region of Wayne County), and WCSO Road Patrol - 3100 Henry Ruff Rd., Westland, 48186 (Western region of Wayne County), and WCSO Marine Division - 4 Grosse Ile Parkway, Trenton, 48183 (Eastern region of Wayne County), per MapQuest or similar search (Provide proof for each location);*



Facility Location:

15101 Michigan Ave.
 Dearborn, MI 48126

For proof of location, see Section 2.4.3 Wayne County Advantage Program Certifications documentation.

- 5) ***Preventative Maintenance:*** *The Proposer or its subcontractor must be able to provide fleet preventative maintenance services for all vehicles identified in Appendix C of this RFP.*

Metrotech Automotive maintains an in-house timetable and database for all vehicles serviced in the Wayne County fleet of vehicles. We always communicate with the fleet manager to check the fleet vehicles components according to the manufacturer's instructions. This includes a recommended time or mileage for service. This workplan will help fix unnoticed vehicle issues, increase vehicle uptime, and contribute towards improved fuel efficiency.

3.1.2 PREFERRED QUALIFICATIONS

- b) *Describe how you meet or exceed the preferred qualifications in the Scope of Work in this document.*

Metrotech Automotive operates one of the largest licensed repair facilities in Wayne County. Metrotech performs all preventative and scheduled maintenance to major mechanical, auto body, and frame repair. Metrotech Automotive is uniquely qualified to perform all your vehicle fleet needs. We specialize in government fleet services with over 150 active vehicles, vans, and trucks in our monthly service cycle.

We currently provide fleet services to several municipalities and government entities including the Wayne County Sheriff's Office and the U.S. Government GSA. Our licensed mechanics are certified in tune-up/performance, engine repair, and unitized body structural repair, among other areas. We have performed fleet maintenance services for more than 10 years. Metrotech Automotive's project management approach, customer service, and our qualified team differentiate us from the competition. We ensure that every vehicle sent for service exceeds your expectations.

- 1) ***Entity > 100 Vehicles:*** *The Proposer has provided fleet maintenance services, including labor, equipment, and materials for an entity with a fleet greater than 100 vehicles within the past three (3) years.*

Metrotech currently provides fleet maintenance services to the following customers whose fleets are greater than 100 vehicles:

Wayne County Sheriff

Detroit, MI
 Annual Volume = 300+ vehicles

Great Lakes Water Authority

Detroit, MI
 Annual Volume = 800+ vehicles

United States Government – General Services Administration (GSA)



Washington, D.C.

Annual Volume = 30,000+ vehicles

Wayne County Airport Authority

Detroit, MI

Annual Volume = 300+ vehicles

Cure Auto Insurance

Princeton, NJ

Annual Volume = 100,000+ vehicles

- 2) **Public Entity > 100 Vehicles:** *The Proposer has provided fleet maintenance services to a public entity with at least 100 vehicles within the past three (3) years.*

See public entity customers listed above, each with more than 100 vehicles.

- 3) **Service Locations:** *The Proposer has service locations located in the Eastern, Central, and Western regions of Wayne County.*

Metrotech Automotive is centrally located in Dearborn, MI on the corner of Michigan Avenue and Greenfield in Central Wayne County.

3.1.3 OTHER EVALUATION CRITERIA

- c) **Preventative Maintenance:** *Describe Proposer's ability to provide and/or manage the required preventative maintenance and repair services listed in Section 3 – Scope of Work/Specifications of this RFP.*

(See Section 3.1.1, a), 5) Preventative Maintenance above.)

- d) **Similar Services:** *Describe the experience in providing similar services to other entities (private and public).*

Metrotech currently provides fleet maintenance services similar to those required for this Wayne County contract to the following clients:

Wayne County Sheriff

Since 2018, Metrotech has provided fleet maintenance services for all Wayne County vehicles.

Great Lakes Water Authority

Since 2019, Metrotech has been providing complete fleet maintenance services for all GLWA vehicles.

United States Government – General Services Administration (GSA)

For more than five (5) years, Metrotech has provided fleet maintenance services for all federal government vehicles on an as needed basis.

Wayne County Airport Authority

Starting under a new contract, Metrotech is now providing fleet maintenance services for WCAA vehicles.

Cure Auto Insurance

Metrotech provides auto body repairs for all Cure Insurance customers as needed.



- e) **References:** Provide at least three (3) references for similar projects, including name of establishment, address, dates of service, contact name, email address and telephone number.

(See Section 2.1: References Form.)

- f) **Key Personnel Projects:** Clearly indicate the projects which of the proposed key personnel worked on each.

Sam Hussein, President and overall service manager is Metrotech's key personnel who has worked on the following fleet maintenance projects:

- **Wayne County Sheriff**
- **Great Lakes Water Authority**
- **United States Government, General Services Administration (GSA)**
- **Wayne County Airport Authority**
- **Cure Auto Insurance**

- g) **Key Personnel Experience/Qualifications:** Describe the experience and qualifications of key personnel. Include detailed resumes.

As President & CEO of Metrotech, Sam Hussein has provided all required vehicle maintenance and repair services since 2004.

(See Section 2.3.2: Resumes of Key Personnel above.)

3.2 WORK PLAN & TIMELINE

- a) **SOW Work Plan & Timeline:** Submit a detailed work plan for providing all the required scope of work detailed in Section 3 of this RFP.

Repairs and Maintenance

- **Full mechanical diagnosis and repairs:**

At Metrotech Automotive we harness the latest in auto diagnostics technology to ensure precision and reliability in our services. Mechanical diagnostics are provided free of charge. Our team of technicians, holding certifications from the State of Michigan, ASE, and ICAR, are well equipped to perform all necessary repairs following a diagnosis.

- **After hours, locked, and secure storage:**

Metrotech Automotive offers Wayne County a secure, storage-free facility. Our multi-level parking structure can accommodate hundreds of vehicles at a time, ensuring we have ample space for all Wayne County vehicles. We take full responsibility for any Wayne County vehicles in our possession, our facilities are guarded by 24/7 surveillance systems.

- **County vehicles work scheduling priority:**

Recognizing the critical role of Wayne County's fleet, Metrotech Automotive prioritizes these vehicles over those of the general public. Our commitment to the fleet does not



compromise the quality of service we provide to our other customers, as our capacity allows us to maintain high standards across all operations.

- **Capacity to do body and frame repairs on site:**

Our team at Metrotech Automotive consists of state-certified technicians capable of performing all necessary body and frame repairs on site. We can ensure a seamless process as we do not rely on subcontractors for these services.

- **Vehicle interior repairs and maintenance:**

Metrotech Automotive offers comprehensive interior repair and maintenance services, including ordering and replacing parts like carpeting, seats, and dashboards.

- **Tire rotation, balancing, and repair:**

Our services at Metrotech Automotive extend to tire rotation, balancing, and repair. In cases where a tire needs to be repaired, we will perform this service free of charge to Wayne County.

- **Alignments, shocks, fluid checks and fills, transmission fluid checks and services, and brake services:**

Metrotech Automotive's preventative maintenance program incorporates comprehensive checks on every fleet vehicle. This includes suspension, alignment, fluid levels, and brakes. Our fleet manager communicates directly with Wayne County's fleet manager to discuss and recommend any necessary repairs.

- **Vehicle safety check:**

Safety is our utmost priority at Metrotech Automotive, especially when it comes to Wayne County's first responders. All vehicles undergo a thorough safety check, including a test drive, brake examination, and fluid level assessment upon completion of repairs or maintenance.

Workplan Process & Timeline

Process Step	Description	Estimated Timeline
1. Estimate	Vehicles are inspected to compile an estimate, determining the cost of repairs. Hidden damages might be revealed in later stages.	Within 24 hours of vehicle arrival
2. Approval	The compiled estimate is sent to the Fleet Manager for review and approval, ensuring agreement on the cost and repair procedures.	1-3 days after estimate
3. Disassembly	Damaged sections of the vehicle are disassembled to reveal any hidden damage, which might require re-inspection and ordering of additional parts.	1-2 days after Fleet Manager approval
4. Parts Ordering	Required parts for repair are ordered and checked for availability. Special orders are placed immediately, if necessary.	Within 48 hours of disassembly



5. Frame Repair	If applicable, the vehicle's frame is repaired and returned to factory specifications.	1-5 days, depending on extent of damage
6. Body Repair	Body repairs involve replacing existing panels, metal finishing, installing and aligning sheet metal, and preparing the vehicle for paint.	1-3 days after frame repair
7. Paint	Car panels are prepared for paint, primed, and sealed to ensure good adhesion of the final top color and clear coat.	1-2 days after body repair
8. Reassembly	Final moldings and detail pieces are reattached to the vehicle and vehicle systems are checked.	1-2 days after painting
9. Detailing	The vehicle is detailed and cleaned to remove any dirt and dust left from the repair process. A road test is conducted.	Within 24 hours of reassembly
10. Delivery	The final step involves the customer arriving to pick up the vehicle. The bill is explained, final paperwork is completed, and the vehicle, restored to its pre-accident condition, is returned to Wayne County's fleet.	Within 24 hours of detailing

Please note: As for **regular maintenance services**, these are typically scheduled based on the manufacturer's recommendations or when an issue is identified. This process may include tasks such as oil changes, tire rotations, brake checks, fluid checks and changes, and other preventative measures. The timeline for maintenance will depend on the specific service but can usually be completed within one day. This will be scheduled and communicated with Wayne County's Fleet Manager to ensure minimal disruption to fleet operations.

Preventative Maintenance

The timeline for preventative maintenance will occur according to manufacturer and Wayne County specifications. Any additional recommendations for services will be coordinated with Wayne County's designated Fleet Manager.

Repair Order Content and Procedure

All repair order content will be items according to the State of Michigan Motor Vehicle Repair Act and Wayne County specifications. Any additional recommendations for repair order content and procedures will be coordinated with Wayne County's designated Fleet Manager.

Operating Procedures for Fleet Maintenance Services

- **Safety Check:**

Safety for Wayne County first responders is our top priority. A safety check including a test drive, brake check, and fluid check will be performed on all vehicles upon completion.

- **Scheduling Maintenance and Service Procedures:**



Scheduling of maintenance will occur according to manufacturer and Wayne County specifications. All scheduling and service procedures will be coordinated with Wayne County's designated Fleet Manager.

- **Preventative Maintenance:**

All preventative maintenance operating procedures will occur according to manufacturer and Wayne County specifications. Any additional recommendations for services will be coordinated with Wayne County's designated Fleet Manager.

- b) **Body & Frame Repairs:** *Describe Proposer's capacity to do body and frame repairs on site and/or be able to guarantee turn-around time of 72 hours from Wayne County's request. Include any subcontractors.*

Metrotech maintains state certified technicians that can perform all necessary body or frame repairs on site. No sub-contractors will be used. In most cases body and frame repairs will be completed in 72 hours—This will depend on the severity of the accident. Specific dates of completion will be communicated with the County's Fleet Manager.

- c) **Critical Vehicle Turnaround:** *Describe Proposer's plan to perform the required services with a turnaround time of less than 72 hours for maintenance or repair of vehicles that are deemed critical to the daily operations of the Wayne County including inmate transport vans, medical transport vehicles, command vehicles and admin vehicles.*

Metrotech is fully capable of performing the required services with a turnaround time of less than 72 hours. Our team possesses the financial capacity and has the appropriate staffing necessary to repair vehicles that are deemed critical to the daily operation of Wayne County. Specific dates of completion and any delays (backorder parts) will be communicated with Wayne County's designated fleet manager.

- d) **Understand of Requirements:** *Confirm Proposer's understanding of the requirements of this RFP or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)*

Metrotech currently provides all of the services detailed in the Work Plan and RFP Scope of Work, and will continue to provide all identified vehicle services, including preventative maintenance, according to the requirements without exception.

(See Section 2.5, signed Scope of Work Requirements Form.)

- e) **Service Locations/Service Centers:** *Identify all service location(s) and service centers and subcontractor(s) service locations and service centers.*

Metrotech Automotive Service Location:

15101 Michigan Ave.
 Dearborn, MI 48126

- f) **Business Hours:** *Provide Proposer's and subcontractor(s) normal business hours and emergency business hours, if available.*

Standard Hours:

- Open: Monday – Friday 9am – 5pm
- Closed: Saturday & Sunday



Special Wayne County considerations:

Metrotech acknowledges the following:

- *The Contractor shall provide a 24-hour turn-around on common repairs when a prior appointment is made.*

Our team understands that these vehicles belong to first responders and need to be on the road. This is the reason our team will prioritize Wayne County Vehicles. Common repairs and maintenance are not as time consuming as extensive repairs and will be completed within 24 hours.

- *When a prior appointment has been made for routine maintenance, the turn-around time should be six (6) hours.*

Metrotech's service team will prioritize Wayne County Fleet vehicles. We have the appropriate staffing including our highly skilled technicians that will pull County vehicles in promptly and will complete any routing maintenance within 6 hours.

- *The Contractor shall provide adequate inventory on special parts to ensure minimum turn-around on non-common repairs.*

A designated parts room has been established for the Wayne County fleet of vehicles. We have the required parts inventory necessary to perform all routine maintenance for the current Wayne County fleet. If any newer model vehicles are added to the current fleet, we will replenish our parts inventory as needed.



3.3 METROTECH CAPABILITIES STATEMENT

EXECUTIVE SUMMARY

**MANAGE YOUR FLEET
WITH EFFICIENCY &
PEACE OF MIND**



OUR CAPABILITIES




About Us

Metrotech Automotive operates one of the largest licensed repair facilities in Wayne County. Centrally located in Dearborn, MI. From preventative and scheduled maintenance, to major mechanical and auto body and frame repair, we do it all. Metrotech Automotive is uniquely qualified to perform all your vehicle fleet needs.

Why Metrotech?

- Metrotech Automotive specializes in government fleet services with over 150 active vehicles, vans and trucks in our monthly service cycle.
- We currently provide fleet services to several municipalities and government entities.
- Our licensed mechanics are certified in tune-up/performance, engine repair, and unitized body structural repair, among other areas. We have performed fleet maintenance services for more than 10 years.
- Metrotech Automotive's project management approach, customer service and our team differentiate us from the competition. We ensure that every vehicle sent for service exceeds your expectations.




01 Experienced & Certified Technicians

All our technicians are ASE & I-CAR Certified who fix and repair all makes and models. Whether it is a minor fender bender or a major collision, we have seen it all. With over 30,000+ cars repaired since 2004 alone.

02 Auto Body & Paint Repairs

Our licensed auto body experts specialize in all aspects of collision & auto body repair, including:

- Expert Unibody Repair
- Collision repair
- Color matching

We are committed to making sure our fresh paint matches your vehicle precisely. We have two enclosed, climate controlled paint booths on site to ensure an even coating and a faster turn around times, and we use an oven-baked finish to ensure uniform drying. Both services ensure your fleet has minimal down time.

03 Diagnostic Services

Our team is trained and offers full Diagnostic Services and inspection procedures for all vehicles. Our expert technicians inspect your vehicle's major operating systems – your tires, fluid levels, battery, lights, wipers, belts, hoses, suspension, brakes and more.

Our ASE-certified auto technicians are looking out for your vehicles and your budget – they will never surprise you with any out-of-the-blue car repair.

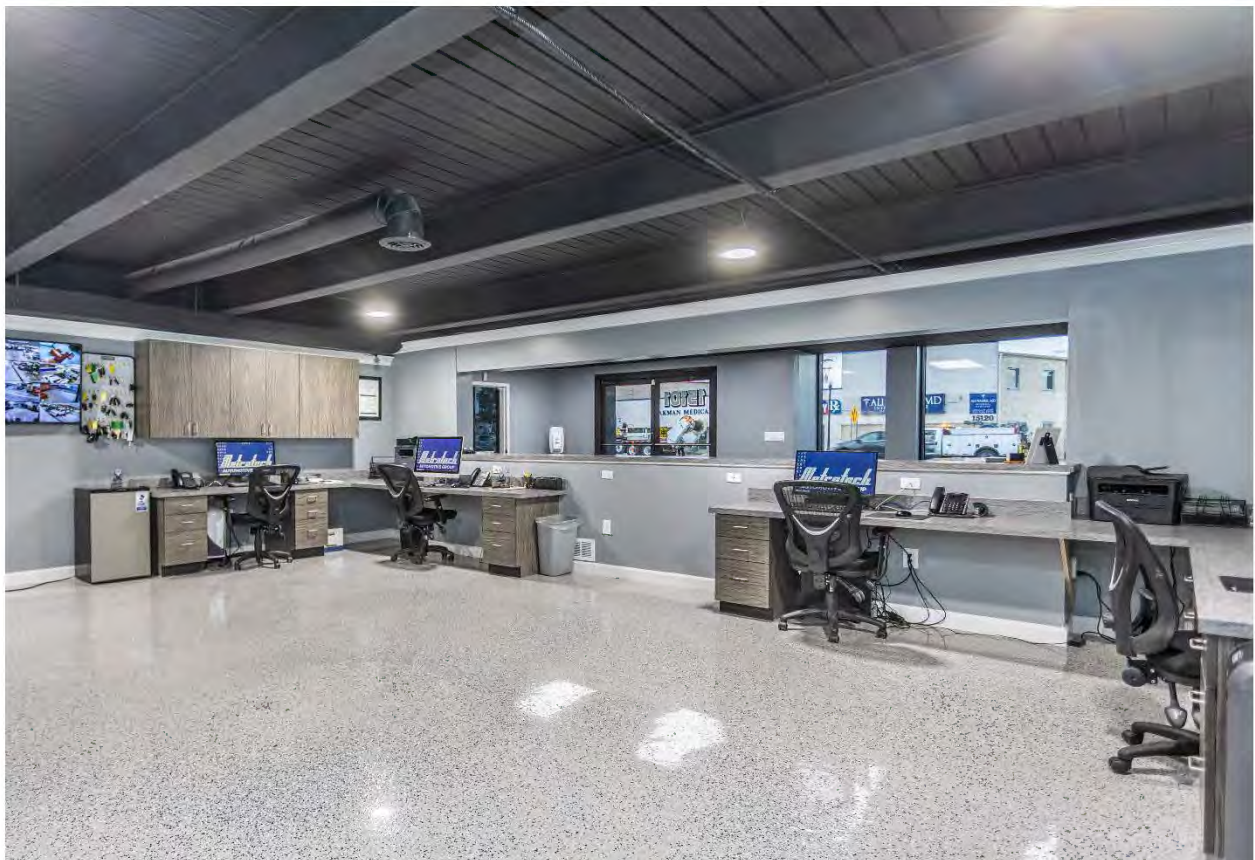
Contact us :
(313) 784-9010
Repairs@Metrotechautomotive.com

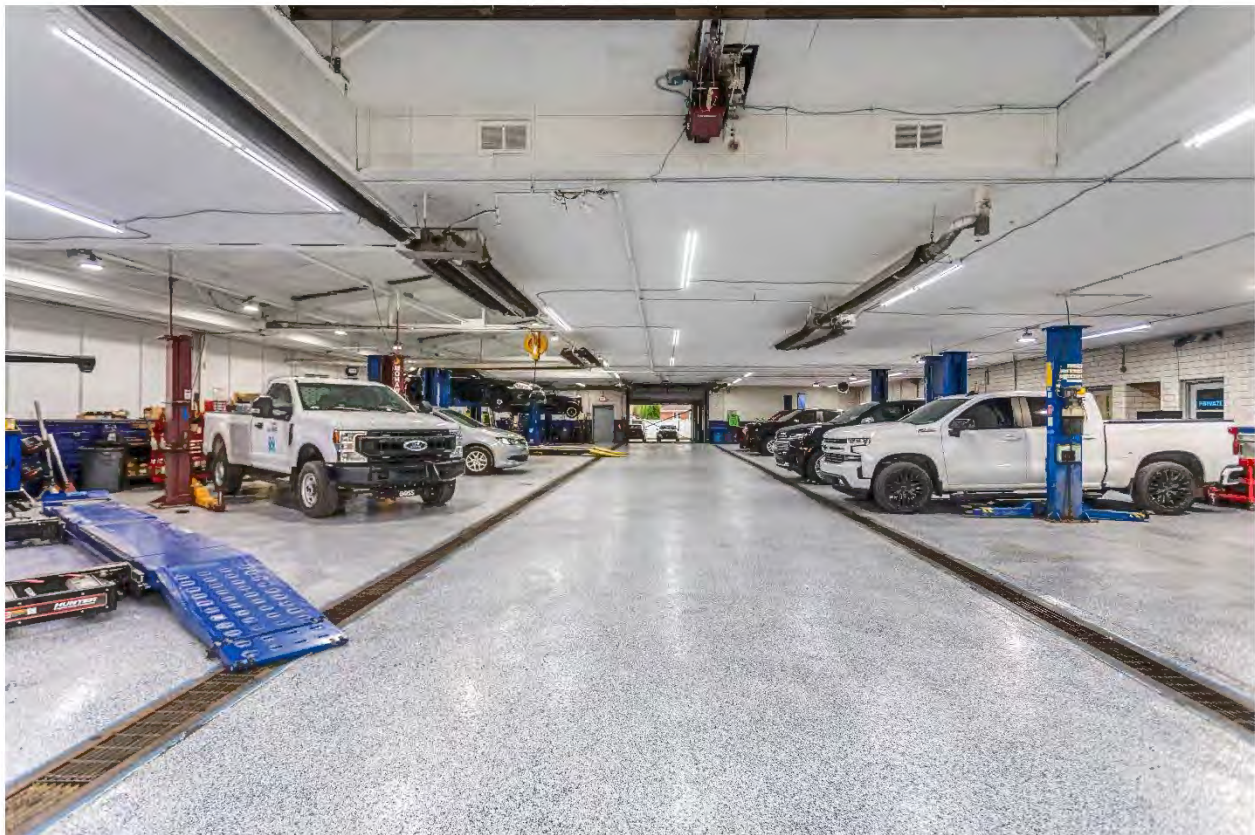


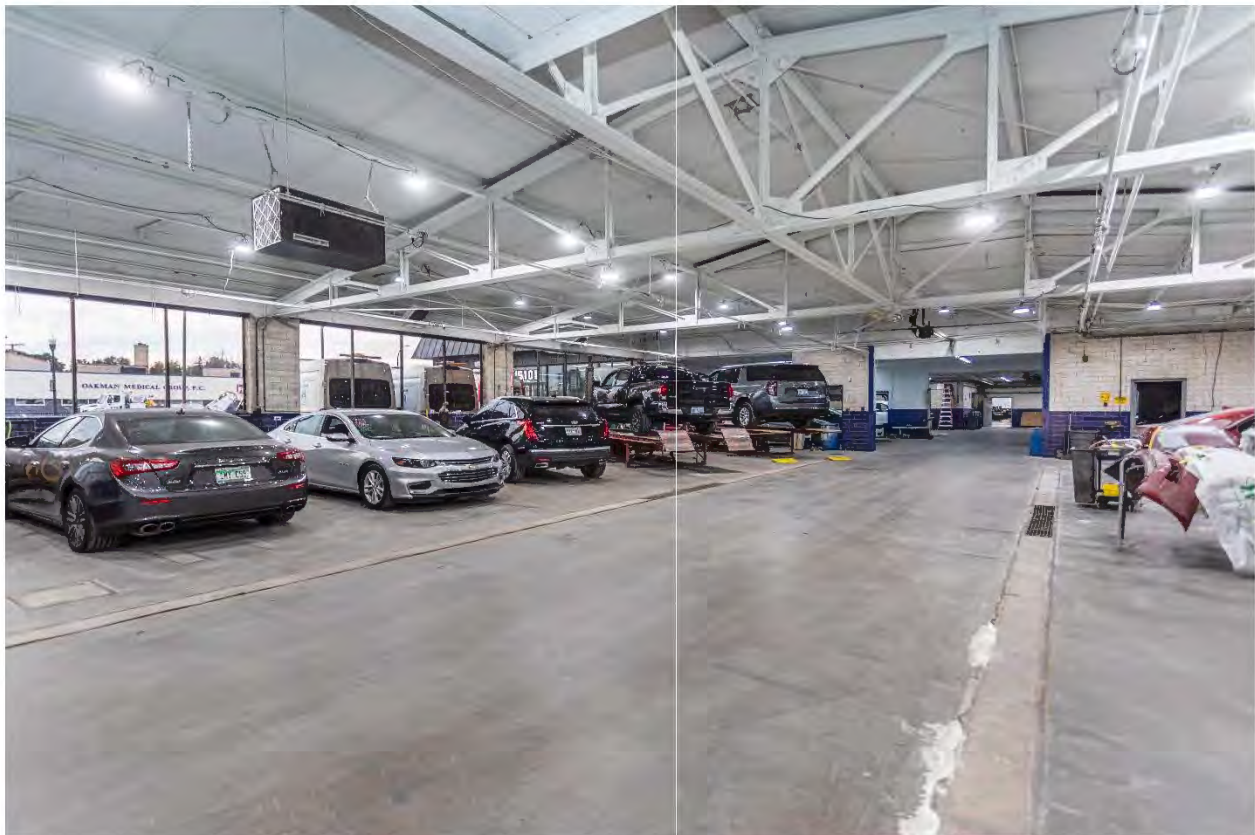

www.metrotechautomotive.com
15101 Michigan Ave, Dearborn MI 48126

3.4 METROTECH FACILITY PHOTOS









Thank you for the opportunity
to serve you.



For any inquiries,
contact us.

Sam Hussein, President & CEO
Email: Sam@metrotechautomotive.com
Phone: (313) 522-4567
ICAR® Certified



APPENDIX C

Compensation



APPENDIX A – PRICE SHEET

A. Oil Change:

(See Appendix D – PREVENTATIVE MAINTENANCE SCHEDULE)

The engine oil to be drained from the crankcase and replaced with a quality energy conserving 10-W30 SG/CC motor oil.

The oil filter is to be replaced with a new one that meets or exceeds the manufacturer's recommendations.

Flat Fee for Vehicles requiring 4 quarts of oil	\$ <u>30.00</u>
Flat Fee for Vehicles requiring 5 quarts of oil	\$ <u>40.00</u>
Flat Fee for Vehicles requiring 6 quarts of oil	\$ <u>50.00</u>
Flat Fee for Vehicles requiring 7-8 quarts of oil	\$ <u>70.00</u>

B. Replace PCV Valve:

Show Labor cost to replace PCV valve \$ 42.50

Show the basis for pricing of PCV valves.

(This could be cost-plus, discount from list price, or any other similar pricing structure).

This pricing is based on similar makes and models in the Wayne County fleet of

vehicles. Parts are original GM OEM. Parts are cost plus 20%.

Flat Fee for PCV Valve Replacement: \$ 60.28

**C. Replace Fuel Filter:**

Show Labor cost to replace fuel filter \$ 204.00
 (assuming fuel filter is not located in the fuel tank or other equally inaccessible location)

Show the basis for pricing of fuel filters.
 (This could be cost-plus, discount from list price, or any other similar pricing structure).

Fuel filter on the majority of Wayne County's fleet is sold as an assembly and a part of the fuel pump assembly. Parts and labor are cost plus 20%.

Flat Fee for Fuel Filter Replacement: \$ 497.24

D. Replace Air Filter:

Show Labor cost to replace air filter \$ 8.50

Show the basis for pricing of air filters.
 (This could be cost-plus, discount from list price, or any other similar pricing structure).

Air filter OEM GM parts and price is cost plus 20%.

Flat Fee for Air Filter Replacement: \$ 28.28

E. Replace Brakes/Brake Parts:

- | | | |
|----|--|------------------|
| a) | Front Slotted Disc Brakes (full - all parts and labor) | \$ <u>423.00</u> |
| b) | Rear Disc Brakes (full - all parts and labor) | \$ <u>223.00</u> |
| c) | Rear Drum Brakes (full: - all parts and labor) | \$ <u>434.00</u> |
| d) | Turn Brake Drums (per pair) | \$ <u>32.00</u> |
| e) | Turn/Cut Rotors (per pair) | \$ <u>28.00</u> |
| f) | Replace Rotors (per pair; full: - all parts and labor) | \$ <u>182.00</u> |



E. Replace Brakes/Brake Parts – continued:

g)	Rebuild Wheel Cylinders (each)	\$ 80.00
h)	Rebuild Master Cylinder	\$ 85.00
i)	Flush Brake Fluid	\$ 25.00

Show the basis for pricing of brake parts.
(This could be cost-plus, discount from list price, or any other similar pricing structure).

Price includes complete labor, fluids, and parts to rebuild. Parts are cost plus 20%.

F. Radiator Flush (Include Fluid):

Show Labor cost to flush radiator \$ 85.00

Show the basis for pricing of radiator fluid.
(This could be cost-plus, discount from list price, or any other similar pricing structure).

Price is total cost for parts and labor. Parts are cost plus 20%.

Flat Fee for Radiator Flush: \$ 85.00

G. Air Conditioning Service (Include 1 lb. of Freon):

Show Labor cost to service air conditioning \$ 85.00



G. Air Conditioning Service (Include 1 lb. of Freon) – continued:

Show the basis for pricing of Freon.

(This could be cost-plus, discount from list price, or any other similar pricing structure).

Price is flat fee for up to 1lb., additional cost for additional freon as needed.

Flat Fee for Air Conditioning Service: \$ 85.00

H. Serpentine Belt Replacement:

Show Labor cost to replace serpentine belt \$ 127.50

Show the basis for pricing of serpentine belts.

(This could be cost-plus, discount from list price, or any other similar pricing structure).

Labor only for 1.5 hours mechanical. Parts are cost plus 20%.

Flat Fee for Serpentine Replacement: \$ 145.50

I. Transmission Service:

Show Labor cost to service transmission \$ 85.00
(Drain / replace fluid / clean filter)

Show the basis for pricing of transmission parts/supplies.

(This could be cost-plus, discount from list price, or any other similar pricing structure).

Price includes fluid and labor for service.

Flat Fee for Transmission Service: \$ 155.00



J. Intake Manifold Gasket Replacement:

Show Labor cost to replace intake manifold gasket \$ 102.00

Show the basis for pricing of intake manifold gaskets.
(This could be cost-plus, discount from list price, or any other similar pricing structure).

1.2 labor hours to replace intake manifold gasket.

Flat Fee for Intake Manifold Replacement: \$ 133.00

K. Spark Plug Replacement:

Show Labor cost to replace sparkplugs.

4 cylinder engine \$ 85.00 per service

6 cylinder engine \$ 125.00 per service

8 cylinder engine \$ 145.00 per service

Show the basis for pricing of spark plugs.
(This could be cost-plus, discount from list price, or any other similar pricing structure).

Price is labor only. Parts are cost plus 20%.

Flat Fee for Spark Plug Replacement: \$ 179.80

L. Battery Service:

Show Labor cost to:

Replace battery* \$ 17.00

On-board diagnostic inspections \$ 85.00

(*Must meet manufacturer AMP specifications for vehicle)

**L. Battery Service – continued:**

Show the basis for pricing of batteries.

(This could be cost-plus, discount from list price, or any other similar pricing structure).

Flat fee for battery replacement for parts and labor is \$172.00. Price may vary for large or heavy duty batteries. Parts are costs plus 20%.

Flat Fee for Battery Service: \$ 172.00

M. Alternator Replacement:

Show Labor cost to replace alternator \$ 170.00

Show the basis for pricing of alternators.

(This could be cost-plus, discount from list price, or any other similar pricing structure).

Price is for 2.0 mechanical labor hours. Parts are cost plus 20%.

Flat Fee for Alternator Replacement: \$ 385.00

N. Alignments:

Show Labor cost:

a) Front Pair (2 Wheel) \$ 50.00
 b) Rear Pair (2 Wheel) \$ 50.00
 c) Front and Rear (4 Wheel) \$ 80.00

Flat Fee for Alignments: \$ 80.00



O. Shocks:

Show Labor cost to replace:

- a) Front \$ 144.50
- b) Rear \$ 144.50

Show the basis for pricing of shocks.

(This could be cost-plus, discount from list price, or any other similar pricing structure).

1.7 mechanical labor hours for front shocks. Parts are cost plus 20%.

Flat Fee for Front Shocks: \$ 229.50

Flat Fee for Rear Shocks: \$ 229.50

P. Tires:

Show Labor cost to:

- a) Repair \$ 0

Specify type of repair (interior patch or equivalent): No charge for tire repairs.

- b) Balance \$ 20.00

- c) Rotate (with brake inspection) \$ 10.00

Show the basis for pricing of tires.

(This could be cost-plus, discount from list price, or any other similar pricing structure).

Labor cost only.

Flat Fee for Tire Repair: \$ 0 - no charge

Flat Fee for Tire Balance: \$ 20.00

Flat Fee for Tire Rotation: \$ 10.00



Q. Computer Diagnostic Assessment:

Show Flat Fee to assess computer diagnostics \$ 0 - no charge

R. Labor Rate / Hour for Non-Listed Repairs:

Show Labor cost for non-listed repairs \$ 85.00/hr

S. Towing:

- a) Flat Fee for Scheduled towing service \$ 0 - no charge
- b) Flat Fee for Emergency towing (24-hour) \$ 0 - no charge

T. Vehicle Pick-Up:

Show Flat Fee for operational vehicle pick-up \$ 0 - no charge

U. Car Wash:

Show pricing for a basic car wash \$ 0 - no charge

Show pricing for upgraded car washes:

Description	Price
<u>No charge for washing and detailing all Wayne County vehicles.</u>	<u>\$ 0 - no charge</u>
<u> </u>	<u>\$ 0 - no charge</u>
<u> </u>	<u>\$ 0 - no charge</u>

V. Show the pricing of additional services offered.

Service	Price Per Hour Labor Rate
Collision repairs (body shop)	<u>\$ 42.00</u>
Transmission repairs	<u>\$ 85.00</u>
Hydraulic cylinder repairs	<u>\$ 85.00</u>
Electrical repairs for small generators	<u>\$ 85.00</u>
Vector debris box repairs and reinforcements	<u>\$ 0</u>
Boom repairs on Gradalls	<u>\$ 0</u>
Windshield replacements and repairs	<u>\$ 35.00</u>
Interior upholstery	<u>\$ 35.00</u>
Starter and alternator rebuilds	<u>\$ 25.00</u>
Reprogramming electronics	<u>\$ 0</u>



W. Show hourly labor rates for additional services offered:

<u>Service Description</u>	<u>Price Per Hour Labor Rate</u>
<u>Engine replacement</u>	<u>\$ 85/hr</u>
<u>Transmission</u>	<u>\$ 85/hr</u>

X. Show pricing structure for additional parts (i.e. wiper blades, hoses, belts, water pumps, alternators) The pricing structure could be cost-plus, discount from list price or any other similar formula.

Prices are cost plus 20%.

*** NO ADDITIONAL CHARGE FOR DIAGNOSTIC OR REPROGRAMMING SERVICE
WE WILL DO ALL THESE SERVICES FOR \$0-NO CHARGE AS LISTED ABOVE.

APPENDIX D

List of Subcontractors

No Subcontractors

APPENDIX E

Consortium Agreement



APPENDIX E

Consortium Agreement & Terms

SOLICITATION #37-23-048 Fleet Maintenance Services

The Procurement Division, on behalf of the County of Wayne (County), in compliance with the County’s Procurement Ordinance, solicited bids/proposals for a consortium model contract with Wayne County as “Sponsoring Entity”. Wayne County Procurement has now completed the evaluation for the above referenced solicitation.

Cooperative Purchasing Consortium

The above reference solicitation was competitively bid and awarded. The Procurement Director, in accordance to Section 120-181, is sponsoring an agreement that has been designated as a cooperative contract and **Metrotech Automotive Group** has agreed to extend their pricing to local municipalities, school districts and units of government within Wayne County and the State of Michigan. Wayne County Procurement is the sponsoring entity of this cooperative agreement under Michigan Association of Counties (MAC) CoPro+ program, a shared services solution program. All purchases under this agreement, either by the sponsoring entity or the ordering entity are subject to the administrative rebate fee.

Administrative Fees

An administrative rebate fee of 1.5% will be collected from **Metrotech Automotive Group** on a quarterly basis. The fee will be calculated against the quarterly sales volume (actual sales) for all purchases made under this agreement. A request for Quarterly Sales Reports will be sent out from M.A.C. (Michigan Association of Counties). M.A.C. is the CoPro+ consortium administrator.

All administrative fees collected under the CoPro+ consortium will be distributed between M.A.C., Wayne County and CoPro+ members that place a sales order against this Master Agreement.

Signature

The County and the Supplier, by their authorized officers and representatives have executed this Addendum to the Contract.

By: *H Hussein*

Date: 8-29-23

Its: President

		FY2024 CEO Rec Budget	FY2024 Metrotech
101 30500	933000	11,200.00	11,200.00
101 30600	933000	9,300.00	9,300.00
101 30601	933000	18,145.00	18,145.00
101 30620	933000	1,500.00	1,500.00
101 30720	933000	6,000.00	6,000.00
101 30760	933000	29,510.00	29,510.00
101 30790	933000	40,000.00	40,000.00
101 30794	933000	23,600.00	23,600.00
101 33100	933000	4,200.00	4,200.00
101 33120	933000	1,106.00	1,106.00
101 33300	933000	33,936.00	33,936.00
101 35100	933000	35,000.00	35,000.00
101 35106	933000	200.00	200.00
101 35110	933000	48,800.00	48,800.00
101 35111	933000	50,400.00	50,400.00
265 31303	933000	17,847.00	17,847.00
266 30792	933000	5,200.00	5,200.00
266 32193	933000	13,000.00	13,000.00
TOTAL		348,944.00	348,944.00

		FY2024 Metrotech	FY2025 Metrotech
101 30500	933000	11,200.00	11,200.00
101 30600	933000	9,300.00	9,300.00
101 30601	933000	18,145.00	19,442.00
101 30620	933000	1,500.00	3,250.00
101 30720	933000	6,000.00	9,000.00
101 30760	933000	29,510.00	29,510.00
101 30790	933000	40,000.00	40,000.00
101 30794	933000	23,600.00	23,600.00
101 33100	933000	4,200.00	7,930.00
101 33120	933000	1,106.00	1,594.00
101 33300	933000	33,936.00	33,936.00
101 35100	933000	35,000.00	47,200.00
101 35106	933000	200.00	500.00
101 35110	933000	48,800.00	48,800.00
101 35111	933000	50,400.00	50,400.00
265 31303	933000	17,847.00	17,847.00
266 30792	933000	5,200.00	5,200.00

266 32193	933000	13,000.00	13,000.00
		348,944.00	371,709.00

13,000.00	39,000.00
394,474.00	1,115,127.00



APPENDIX E

Consortium Agreement & Terms

SOLICITATION #37-23-048 Fleet Maintenance Services

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Signature

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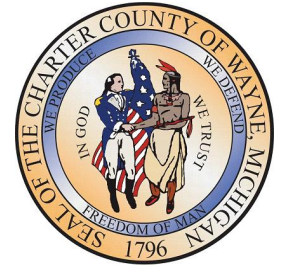
By: *H Hussein*

Date: 8-29-23

Its: President

**BLANKET ORDER
COUNTY OF WAYNE
Warren C. Evans - County Executive
Purchasing Division**

500 Griswold 15th Floor, Detroit, Michigan 48226
Ph: 313-224-5151, Fax: 313-967-1259



SHIP TO:

Wayne County Sheriff
Administrative Offices
4747 Woodward
Detroit MI 48201

VENDOR:

MetroTech Automotive
P,O, Box 255
Dearborn MI 48121

PAGE	1
PRINT DATE	03/28/24
BLANKET ORDER NUMBER	22477262-000 OB
BUSINESS UNIT	35100

SEND INVOICE TO

Finance Division
500 Griswold, 14th Floor
Detroit MI 48226

**** NOTICE ****

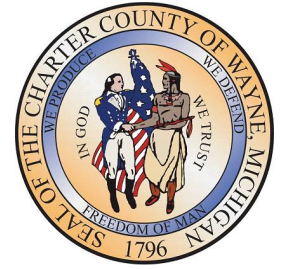
THIS IS A BLANKET ORDER. ONLY SHIP OR INVOICE WHEN A RELEASE ORDER IS ISSUED AGAINST THIS BLANKET ORDER

THIS BLANKET ORDER IS SUBJECT TO CONTRACT TERMS AND CONDITIONS ATTACHED

ORIGINAL ORDER DATE	REQUESTED DATE	BUYER	TERMS			
03/27/24	03/27/24	HENRY J	Net 30 Days			
FREIGHT		DELIVERY CONTACT				
FOB - Destination		Jerome Pokorney 313-967-6008				
LINE	WC STOCK NUMBER OR BUDGETARY ACCOUNT ITEM DESCRIPTION	ORIGINAL QUOTE/REQ	QUANTITY	UM	UNIT PRICE	EXTENDED PRICE
	<p>Vendor name: Sam Hussein email: sam@metrotechautomotive.com Phone number: 313-522-4567 RFP number: 37-23-048 Fleet Maintenance & Repairs Resolution number: 2024-134 Dated 3/7/2024 Term: 03/07/2024 to 03/06/2027 TCM number: 2023-71-048 ** This Blanket Order approves your response to RFQ#37-23-048 for the provision of maintenance and repair services, including all labor, parts and materials, for the Sheriff's Office fleet vehicles.</p>					
1.000	Budget No.: 30500.933000 vehicle repair-Exec Div	00099628 OR	33600.00	DL	1.0000	33,600.00
2.000	Budget No.: 30600.933000 vehicle repair-Ct Services	00099628 OR	27900.00	DL	1.0000	27,900.00
3.000	Budget No.: 30601.933000 vehicle repair-FOC Enforce	00099628 OR	58326.00	DL	1.0000	58,326.00
4.000	Budget No.: 30620.933000 vehicle repair-Ct Svcs Admin	00099628 OR	9750.00	DL	1.0000	9,750.00
5.000	Budget No.: 30720.933000 vehicle repair-IA	00099628 OR	27000.00	DL	1.0000	27,000.00
6.000	Budget No.: 30760.933000 vehicle repair-MSEU	00099628 OR	88530.00	DL	1.0000	88,530.00
						TOTAL ORDER

**BLANKET ORDER
COUNTY OF WAYNE
Warren C. Evans - County Executive
Purchasing Division**

500 Griswold 15th Floor, Detroit, Michigan 48226
Ph: 313-224-5151, Fax: 313-967-1259



SHIP TO:

Wayne County Sheriff
Administrative Offices
4747 Woodward
Detroit MI 48201

VENDOR:

MetroTech Automotive
P,O, Box 255
Dearborn MI 48121

PAGE	2
PRINT DATE	03/28/24
BLANKET ORDER NUMBER	22477262-000 OB
BUSINESS UNIT	35100

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Finance Division
500 Griswold, 14th Floor
Detroit MI 48226

**** NOTICE ****

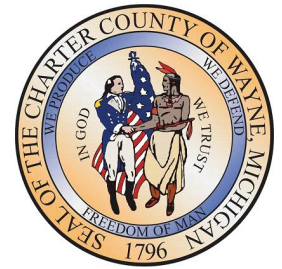
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03/27/24	03/27/24	HENRY J			Net 30 Days	
FREIGHT		DELIVERY CONTACT				
FOB - Destination		Jerome Pokorney 313-967-6008				
LINE	WC STOCK NUMBER OR BUDGETARY ACCOUNT ITEM DESCRIPTION	ORIGINAL QUOTE/REQ	QUANTITY	UM	UNIT PRICE	EXTENDED PRICE
7.000	Budget No.: 30790.933000 <i>vehicle repair-TRANSPORTATION</i>	00099628 OR	120000.00	DL	1.0000	120,000.00
8.000	Budget No.: 30794.933000 <i>vehicle repair-PA 511</i>	00099628 OR	70800.00	DL	1.0000	70,800.00
9.000	Budget No.: 33100.933000 <i>vehicle repair-MARINE SAFETY</i>	00099628 OR	23790.00	DL	1.0000	23,790.00
10.000	Budget No.: 33120.933000 <i>vehicle repair-PARK PATROL</i>	00099628 OR	4782.00	DL	1.0000	4,782.00
11.000	Budget No.: 33300.933000 <i>vehicle repair-SECONDARY RDS</i>	00099628 OR	101808.00	DL	1.0000	101,808.00
12.000	Budget No.: 35100.933000 <i>vehicle repair-COUNTY JAIL</i>	00099628 OR	141600.00	DL	1.0000	141,600.00
13.000	Budget No.: 35106.933000 <i>vehicle repair-ACUTE MENTALLY</i>	00099628 OR	1500.00	DL	1.0000	1,500.00
14.000	Budget No.: 35110.933000 <i>vehicle repair-HAMTRAMCK</i>	00099628 OR	146400.00	DL	1.0000	146,400.00
15.000	Budget No.: 35111.933000 <i>vehicle repair-JAIL</i>	00099628 OR	151200.00	DL	1.0000	151,200.00
					TOTAL ORDER	

**BLANKET ORDER
COUNTY OF WAYNE
Warren C. Evans - County Executive
Purchasing Division**

500 Griswold 15th Floor, Detroit, Michigan 48226
Ph: 313-224-5151, Fax: 313-967-1259



SHIP TO:

Wayne County Sheriff
Administrative Offices
4747 Woodward
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ORIGINAL ORDER DATE	REQUESTED DATE	BUYER			TERMS	
03/27/24	03/27/24	HENRY J			Net 30 Days	
FREIGHT		DELIVERY CONTACT				
FOB - Destination		Jerome Pokorney			313-967-6008	
LINE	WC STOCK NUMBER OR BUDGETARY ACCOUNT ITEM DESCRIPTION	ORIGINAL QUOTE/REQ	QUANTITY	UM	UNIT PRICE	EXTENDED PRICE
16.000	Budget No.: 31303.933000 <i>vehicle repair-DRUG ENF</i>	00099628 OR	53541.00	DL	1.0000	53,541.00
17.000	Budget No.: 30792.933000 <i>vehicle repair-COMMUNICATION</i>	00099628 OR	15600.00	DL	1.0000	15,600.00
18.000	Budget No.: 32193.933000 <i>vehicle repair-WCCCD UNIT</i>	00099628 OR	39000.00	DL	1.0000	39,000.00
TOTAL ORDER						1,115,127.00

Arthur Walker
Arthur Walker Procurement Director

03/28/24
Date

TERMS AND CONDITIONS OF AGREEMENT

- 1) **ASSIGNMENT/TRANSFER:** Assignment or transfer of this contract without written consent of the County may be construed by the County as a breach of contract sufficient to cancel this agreement at the discretion of the County.
- 2) **INSPECTION:** All goods and services shall be subject to inspection and approval by the County at all reasonable times including inspection during manufacture. Inspection and approval by the County at Contractor's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by the County shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the County in connection with the return of goods rejected by the County as defective shall be at Contractor's risk and expense.
- 3) **RISK OF LOSS:** Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.
- 4) **WARRANTY:** Contractor warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Contractor and the County agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 5) **EXCISE AND SALES TAX:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Contractor when submitting invoice for payment.
- 6) **INVOICES:** Invoices for Goods must be submitted on date of complete shipment. Invoices for Services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
- 7) **IRS FORM W-9:** Contractor must have on file with the County an IRS Form W-9 before the County will issue any payment to Contractor.
- 8) **COMPLIANCE WITH LAWS:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.
- 9) **AMENDMENTS:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 10) **TERMINATION:** When in the County's best interest, the County may unilaterally cancel this agreement at any time, whether or not Contractor is in default of any of its obligations hereunder. Under any such cancellation, Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the County agrees that Contractor shall be paid for items and/or services already accepted by the County, but in no event shall the County be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.
- 11) **WAIVER OF BREACH:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 12) **COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein and all statements on the reverse side hereof set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the County and Contractor or terms and conditions of sales set forth in the Contractor's quote or sales acknowledgment shall not constitute a part of the agreement between the County and Contractor concerning this purchase, except that the terms of this Agreement do not supersede any underlying contract. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 13) **LIABILITY AND INDEMNITY:** Contractor agrees to protect, defend, reimburse, indemnify and hold the County, its Commissioners, officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whatsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the County is grossly negligent.
- 14) **INSURANCE:** Vendor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the County. The cost of such insurance shall be borne by the Vendor.

Minimum Limits of Insurance Coverage shall be at least as broad as insurance services office commercial general liability coverage (occurrence Form CG 00 01) and include products coverage.

Vendor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

If the Vendor maintains higher limits than the minimum insurance shown above, the County requires and shall be entitled to coverage for the higher insurance limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the vendor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG20 10 and CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this Contract, the Vendor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation. Vendor grants to the County a waiver of any right to subrogation which any insurer of the Vendor may acquire against the County by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Verification of Coverage. Vendor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Vendor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Vendor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

The Vendor must submit certificates evidencing the insurance to the Risk Management Division at the time the Vendor executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies

- 15) **RECORDS:** The County reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
- 16) **JURISDICTION AND LAW:** This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract.
- 17) **COMPLIANCE WITH CONSENT AGREEMENT:** The parties acknowledge that this Contract is subject to Public Act 436 of 2012, MCL 141.1541 to 141.1575 ("Act") and the Consent Agreement between the County and the State Treasurer N.A. Khouri effective from August 21, 2015 through October 18, 2016 ("Consent Agreement Effective Period").

Upon written request of the County, the Contractor shall promptly and fully provide all necessary and requested assistance and information under the Consent Agreement and under the Act.

The Contractor shall promptly provide notice to the County Executive if the Contractor receives a request for assistance by an officer, employee, agency or contractor of the State Department of Treasury.

The Contractor shall promptly provide notice to the County Executive of knowledge or information of any action or omission that could be considered, or that could lead to, a failure to comply with or breach of the Consent Agreement or of a violation of state or federal law with respect to a matter relating to the Consent Agreement, including the Open Meetings Act, 1976 PA 267, the Uniform Budget and Accounting Act, 1968 PA 2, or the Emergency Municipal Loan Act, 1980 PA 243, by the County, the County Commission, the County Executive, or another officer of the County.

The Contractor shall immediately provide notice to the County Executive of any possible violations of the Consent Agreement by sending an email to consent.agreement@waynecounty.com or by completing the submission form found at www.waynecounty.com/mb/consent-agreement.htm.

If this Contract is considered "Debt" under the terms of the Consent Agreement, it may not be executed or submitted to the County Executive or County Commission for approval until it has been submitted to the County Chief Financial Officer for approval and verification that the required State Treasurer's approval has been received.