



Fleet

## KEY CONTRACT TERMS

For

### Master Agreement HV-958-121322-L

<b><u>Contract Between:</u></b>	Huron Valley Schools and LaFontaine
<b><u>Contract Purpose:</u></b>	Master Agreement for Fleet Management and Vehicle Acquisition Services
<b><u>Contract Number:</u></b>	2023-HV-958-121322-L
<b><u>RFP Number:</u></b>	HV-958-121322
<b><u>Contractor Name:</u></b>	LaFontaine
<b><u>Contractor Address:</u></b>	6131 S. Pennsylvania Avenue Lansing, MI 48911
<b><u>Contractor Telephone:</u></b>	517-325-5103
<b><u>Contract Administrator:</u></b>	Michelle Deacon
<b><u>Contract Period:</u></b>	January 29, 2024 – January 28, 2029
<b><u>Base Contract Years:</u></b>	January 29, 2024 – January 28, 2027
<b><u>Option Years:</u></b>	January 29, 2027 – January 28, 2028 (Option Year 1)  January 29, 2028 – January 28, 2029 (Option Year 2)
<b><u>Delivery/Shipment:</u></b>	Services delivered as needed by the District
<b><u>Pricing:</u></b>	Refer to the RFP submission



MAC

<b><u>Administrative Fee:</u></b>	1.0%
<b><u>Terms &amp; Conditions:</u></b>	Refer to Section 2.0
<b><u>F.O.B.:</u></b>	Destination
<b><u>Ordering Options:</u></b>	Phone, Fax, or Email
<b><u>Payment Options:</u></b>	Purchase Order or Direct Voucher
<b><u>Discounts/Rebates</u></b>	Refer to the RFP submission
<b><u>Miscellaneous Information:</u></b>	THIS AGREEMENT IS EXTENDED TO AUTHORIZED MAC COOPERATIVE MEMBERS



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Signature of Contractor's Duly Authorized Representative

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests, and certifies individually an on behalf of the Contractor that:

- (1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor;
- (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued);
- (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award;
- (4) All affirmations contained in the RFP are true and correct.

CONTRACTOR	HURON VALLEY SCHOOLS
Firm Name: LaFontaine CDR Lansing	Authorized Representative Name (printed): Geoffrey VanGoethem
Authorized Representative Signature: <i>Michelle Deacon</i>	Authorized Representative Signature: <i>Geoffrey VanGoethem</i>
Authorized Representative Name (printed): Michelle Deacon	Date: 2/5/2024
Date: 1/30/2024	



## SECTION 1.0 – CONTRACT REQUIREMENTS

**THIS CONTRACT** (the “Contract”) is made and entered into this 29th day of January, 2024 by and between **HURON VALLEY SCHOOLS** (hereinafter the “School District”), a Michigan general powers School District, whose address is 2390 S. Milford Road, Highland, Michigan 48357, and LaFontaine (hereafter the “Contractor”), a Michigan company, whose address is 6131 S. Pennsylvania Avenue, Lansing, MI 48911 (each a “Party” and collectively the “Parties”).

### RECITALS

- A. The School District issued a Request For Proposal dated March 6, 2023, [including any addenda issued and the date(s) issued] (collectively the “RFP”), the purpose of which was to solicit proposals from qualified contractors to provide services for fleet management and vehicle acquisition services as specified in the RFP (the “Products/Services”) to the School District, on an as needed basis;
- B. The Contractor submitted to the School District a Response to the RFP dated April 3, 2023 (the “Proposal”) to provide contracted services for fleet management and vehicle acquisition services as contemplated by the RFP; and
- C. The Parties agree that certain terms and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

### **1. RESTATEMENT CONSTITUTES THE CONTRACT**

#### (a) Incorporation By Reference.

The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract, the RFP, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP.

#### (b) Order Of Precedence.



The Contract Documents, which all are incorporated herein by reference, include the following:

- i. This Contract;
- ii. The RFP; and
- iii. Contractor's Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from (i) to (iii). However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties.

## **2. TERM AND TERMINATION**

### **(a) Initial Term.**

The term of this Contract shall be for a period of three (3) years, commencing January 29, 2024 and ending on January 28, 2027 (the "Initial Term"). Notwithstanding the above, as contemplated by the RFP, satisfaction must be guaranteed for this Contract to continue for the second and third year of the Initial Term. In the event the School District is not completely satisfied with the products/services of the Contractor, the School District may elect, in its sole and absolute discretion, not to begin years two (2) and three (3) of the Initial Term by providing written notice to the Contractor at least ninety (90) days prior to the start of year two (2) or year three (3) of its intent not to continue with the products/services under this Contract.

### **(b) Renewal Term.**

Following the Initial Term, the School District shall have the option to extend this Contract by up to two (2) additional years on a year-to-year basis, in its sole discretion (each a "Renewal Term"). Nothing in this Contract requires the School District to exercise its option for a Renewal Term and Contractor has no expectation of a contract beyond the Initial Term, or a Renewal Term if any are exercised. Ninety (90) days prior to the end of the Initial Term, or any Renewal Term, the School District shall notify the Contractor in writing as to whether the School District will exercise any option for a Renewal Term. Notwithstanding the above,



this Contract may be terminated in accordance with the provisions of the Contract Documents.

### 3. INVOICING AND PAYMENT TERMS

#### (a) Invoices.

Contractor shall invoice the School District in on a once-per-month basis for all Products provided/Services rendered under this Contract in accordance with the hourly rates set forth in Paragraph 3(b) below and in accordance with the terms and conditions of the other Contract Documents. Invoices shall itemize charges for products/services on a monthly basis. Invoices shall be submitted to Huron Valley Schools, Attention: Accounts Payable, 2390 S. Milford Road, Highland, Michigan 48357.

#### (b) Payments.

Payment of undisputed amounts in each invoice shall be made within thirty (30) days of receipt of the invoice. The School District will issue one payment per month. Disputes regarding amounts contained in any invoice will be communicated to the Contractor by the School District, in writing, within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless the Contractor is able to resolve the matter to the School District's satisfaction within ten (10) business days prior to payment due date. The School District will not be assessed any late payment penalties, fines, or charges for disputed amounts not timely paid due to the Contractor's failure to timely resolve the matter as set forth above.

#### (d) Additional Product/Service Charges.

Any products/services outside the contract scope must receive prior written approval from the School District before rendering or invoicing for such additional products/services. Additionally, there will be no mileage reimbursement under this Contract.

#### (e) Tax Excluded from Price.

Sales Tax: Huron Valley Schools and local units of government are exempt from sales tax for direct purchases. The contractor's prices must not include sales tax.



Federal Excise Tax: Schools and Governmental entities may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State'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 contractor's prices must not include the Federal Excise Tax.

(f) Remittance Fee

All pricing submitted to HURON VALLEY SCHOOLS and its participating entities shall include 1.0% remittance fee to be remitted to the MAC Cooperative by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor's responsibility to keep all pricing up to date and on file with Huron Valley Schools/MAC Cooperative. All price changes shall be presented to HURON VALLEY SCHOOLS for acceptance, using the same format as was accepted in the original contract.

#### 4. INDEPENDENT CONTRACTOR

(a) Products/Services.

Contractor shall provide services for fleet management and vehicle acquisition services on behalf of the School District at the School District's facilities. All services provided by the Contractor shall be licensed by the State of Michigan and have experience in the area of fleet management and vehicle acquisition services. The persons provided by the Contractor shall be available to provide the Services on a schedule that is mutually agreed upon by Contractor and School District; such Services to include, but not be limited to contracted services for fleet management and vehicle acquisition services. School District reserves the right, in its sole and absolute discretion, to request removal or replacement of any of the Contractor's personnel. School District shall notify the Contractor of its intent in writing and the Contractor shall replace such personnel immediately.

(b) Relationship.

It is expressly agreed upon between the Contractor and the School District that Contractor will act as an independent contractor in the provision of products and performance of its services under this Contract and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for

the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. Neither Contractor nor its employees or agents shall be entitled to participate in any plans, arrangements, or distributions of the School District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, vision, dental, life or disability insurance plans. The School District will identify Contractor, including its employees and agents, as providing products and performing services for the School District as an independent contractor in any reports or filings that are required by law. The School District is not liable for any fees, charges or loss of pension or other retirement benefits under the Michigan Public School Employee Retirement System ("MPERS") attributable to Contractor, or its employees or agents, and Contractor agrees to reimburse the School District for any fees, expenses or charges related to the same.

(c) Taxes, Workers Compensation Insurance and Other Expenses.

The Contractor shall be wholly responsible for paying all of its own taxes, including Federal and State Income Taxes, FICA, FUTA, Worker's Compensation, Unemployment and Single Business taxes to the extent that any or all of the foregoing are applicable. The Contractor shall indemnify, defend and hold harmless the School District from and against any claims by any taxing authority, for any taxes, interest or penalties relating to the Contractor or its owners, employees, and agents, if any. The Contractor shall acquire, if required by law, workmen's compensation insurance for its owners, employees, and agents, if any, and shall defend, indemnify and hold harmless School District from and against any claim for workmen's compensation brought by or an account of the Contractor or any of its owners, employees, or agents.

(d) Assignment.

Neither Party shall assign this Contract, or any portion thereof, to any third party unless the non-assigning Party expressly consents to such assignment in writing. Any attempted assignment without that consent shall give the non-assigning Party the right to terminate this Contract.

## 5. APPLICABLE LAWS

(a) Family Educational Rights and Privacy Act. (Service contracts only)

The contractor shall maintain records of all treatments and evaluations. Such records to include progress notes and a log of Services rendered. Contractor shall comply with all laws, rules and regulations promulgated pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g (“FERPA”). In accordance with FERPA and the regulations promulgated thereunder, the Contractor is performing institutional services and functions for the School District that would otherwise be performed by the School District and accordingly is considered a school official, provided that: (i) the Contractor shall use and maintain education records and personally identifiable information of students (PII) in accordance with FERPA and the School District’s policies and procedures; (ii) the School District has the right to audit the Contractor’s use and maintenance of School District’s records (including education records and PII) at any time; and (ii) the Contractor shall not re-disclose any education records or PII of the School District or its students to any other Party without the prior written consent of the School District and the applicable parent or eligible student.

(b) Health Insurance Portability and Accountability Act. (Service contracts only)

The Parties hereto acknowledge and agree that the exchange of student health information may be subject to the Health Insurance Portability and Accountability Act of 1996 and the final regulations promulgated thereunder, as amended from time to time (collectively “HIPAA”). The Parties shall comply with HIPAA, all applicable state laws, rules and regulations governing health information and School District’s policies and procedures with respect to the same. Subject to the limitations in this Paragraph, the School District shall provide Contractor with prescriptions for therapeutic evaluation and treatment and such information as the Contractor may request regarding a student’s past and present medical history.

(c) School District Policies and Procedures.

The Contractor shall comply with any and all laws, rules, ordinances, policies, procedures and regulations, including any licensing and permitting requirements, applicable to providing the Products/Services anticipated under this Contract. The Contractor, including its employees and agents, shall be responsible for knowing the School District’s policies and procedures concerning appropriate behavior of persons in School District facilities and, on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. The School District shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor to comply with any and all applicable federal, state or local laws, rules and regulations. The Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances,



policies, procedures and regulations and licensing and permitting requirement applicable to providing the Products/Services.

(d) Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

## **6. INDEMNIFICATION**

(a) General Indemnification.

The Contractor agrees to indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with the Contractor's performance of this Contract and/or from the Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of this Contract by Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation or ordinance policy and/or licensing and permitting requirements applicable to providing the Products/Services; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under this Contract. The Contractor agrees to notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This Paragraph shall survive the expiration or earlier termination of this Contract.

## **7. TERMINATION.**

(a) Termination for Cause

Huron Valley Schools may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a



breach within the time period specified in a notice of breach provided by Huron Valley Schools.

The Contractor must pay all reasonable costs incurred by Huron Valley Schools in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs Huron Valley Schools incurs to procure the deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

If Huron Valley Schools partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those deliverable(s) that are terminated. Huron Valley Schools must pay for all deliverable(s) for which final acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

If Huron Valley Schools terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 7(b), Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

#### (b) Termination for Convenience

Huron Valley Schools may fully or partially terminate this Contract for its convenience if Huron Valley Schools determines that a termination is in Huron Valley Schools best interest. Reasons for the termination are within the sole discretion of Huron Valley Schools and may include: (a) Huron Valley Schools no longer needs the deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for Huron Valley Schools; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by Huron Valley Schools. Huron Valley Schools may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If Huron Valley Schools chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverable(s) that are terminated.

(c) Termination for Criminal Conviction

Huron Valley Schools may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a Huron Valley Schools, public, or private Contract or subcontract.

(d) Rights and Obligations upon Termination

If Huron Valley Schools terminates this Contract for any reason, the Contractor must:

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that Huron Valley Schools may direct, to preserve and protect deliverable(s) or other Huron Valley Schools property in the Contractor's possession;
- (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of Huron Valley Schools;
- (iv) transfer title in and deliver to Huron Valley Schools, unless otherwise directed, all deliverable(s) intended to be transferred to Huron Valley Schools at the termination of the Contract (which will be provided to Huron Valley Schools on an "As-Is" basis except to the extent Huron Valley Schools compensated the Contractor for warranty services related to the materials);
- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
- (vi) take all appropriate action to secure and maintain Huron Valley Schools information confidentially.

If Huron Valley Schools terminates this Contract under Section 7(b), Termination for Convenience, Huron Valley Schools must pay the Contractor all charges due for deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by Huron Valley Schools. All completed or partially completed deliverable(s) prepared by the Contractor, at the option of Huron Valley Schools, become Huron Valley Schools property, and the Contractor is entitled to receive equitable compensation for those deliverable(s). Regardless of the basis for the termination, Huron Valley Schools is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to deliverable(s) not actually completed.



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If Huron Valley Schools terminates this contract for any reason, Huron Valley Schools may assume, at its option, any subcontracts and agreements for deliverable(s), and may pursue completion of the deliverable(s) by replacement contract or as Huron Valley Schools deems expedient.

## SECTION 2.0 – GENERAL TERMS AND CONDITIONS

### 1. Laws

#### (a) General Authority

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

#### (b) Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

#### (c) Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Oakland County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or forum non-conveniens. The Contractor must appoint agents in the State of Michigan to receive service of process.

#### (d) Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

#### (e) Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., Huron Valley Schools must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of Huron Valley Schools, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, Huron Valley Schools may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

(f) Environmental Provision

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

- (1) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. Huron Valley Schools must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify Huron Valley Schools; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.
- (2) Huron Valley Schools may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. Huron Valley Schools may remove the Hazardous Material, render it harmless, or terminate the affected work for Huron Valley School's convenience.
- (3) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and

costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws. The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

(g) Freedom of Information

This Contract and all information submitted to Huron Valley Schools by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

(h) Abusive Labor Practices

The Contractor may not furnish any deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude. "Forced or indentured child labor" means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

## 2. General Provisions

(a) Bankruptcy and Insolvency

Huron Valley Schools may, without prejudice to any other right or remedy, fully or partially terminate this contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method Huron Valley Schools deems appropriate if:

(i) the Contractor files for bankruptcy protection;

(ii) an involuntary petition is filed against the Contractor and not dismissed within 30 days;

(iii) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;

(iv) the Contractor makes a general assignment for the benefit of creditors; or

(v) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the deliverable(s) under this contract.

(b) Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and this Contract or the project to which it relates will not be made without prior approval by Huron Valley Schools, and only in accordance with the instructions from Huron Valley Schools.

(c) Antitrust Assignment

The Contractor assigns to Huron Valley Schools any claim for overcharges resulting from county or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the contract.

(d) Entire Agreement

This contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this contract are incorporated in their entirety and form part of this contract.

(e) Headings

The captions and section headings used in this contract are for convenience only and may not be used to interpret the scope and intent of this contract.

(f) Reformation and Severability

Each provision of the contract is severable from all other provisions of the contract. If any provision of this contract is held unenforceable, then the contract will be modified to reflect the parties' original intent. All remaining provisions of the contract remain in full force and effect.

(g) Approval

Unless otherwise provided in this contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

(h) No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the contract.

(i) Survival

The provisions of this contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this contract.

(j) Electronic Payment Requirement

The Contractor must be able to receive electronic fund transfer (EFT) payments.

(k) Cooperation with Third Parties

The Contractor and its Subcontractors must cooperate with Huron Valley Schools and its agents and other contractors, including Huron Valley Schools quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

(l) Relationship of the Parties

The relationship between Huron Valley Schools and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of Huron Valley Schools. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

(m) Time of Performance

(i) The Contractor must immediately notify Huron Valley Schools upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest Huron Valley Schools-approved delivery schedule and must inform Huron Valley Schools of the projected actual delivery date.

(ii) If the Contractor believes that a delay in performance by Huron Valley Schools has caused or will cause the Contractor to be unable to perform its obligations according to specified contract time periods, the Contractor must immediately notify Huron Valley Schools and, to the extent practicable, continue to perform its obligations according to the contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by Huron Valley Schools.

(n) Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of contractor sources, workaroud plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non- performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the deliverable(s) for more than 10 days, and Huron Valley Schools reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to Huron Valley Schools, Huron Valley Schools may: (a) procure the affected deliverable(s) from the contractor's source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those deliverable(s) that are terminated. Huron Valley Schools must pay for all deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from Huron Valley Schools as a result of any Excusable Failure or to payments for deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of the contractor's sources, workaroud plans, or other means, including disaster recovery plans.

(o) Retention of Records

- (i) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this contract (Audit Period).
- (ii) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

(p) Examination of Records

Huron Valley Schools, upon 10 days-notice to the Contractor, may examine and copy any of the Contractor's records that relate to this contract. Huron Valley Schools does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this contract.

(q) Audit Resolution

If necessary, the Contractor and Huron Valley Schools will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and Huron Valley Schools must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

(r) Errors

(i) If an audit reveals any financial errors in the records provided to Huron Valley Schools, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the contract, whichever is earlier. (ii) In addition to other available remedies, if the difference between Huron Valley School's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

(s) Disclosure of Litigation

(i) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (1) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (2) A parole or probation proceeding;
- (3) A proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (4) A civil proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(ii) Information provided to Huron Valley Schools from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(iii) If any proceeding that is disclosed to Huron Valley Schools or of which Huron Valley Schools otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about:

- (1) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or
- (2) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide Huron Valley Schools all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this contract.

(t) Other Disclosures

The Contractor must notify Huron Valley Schools Administrator within 30 days of:

- (i) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (ii) any changes to company affiliations.

(u) MAC Cooperative Requirements

(i) The Contractor will work with the MAC Cooperative to ensure that all purchasers are members before extending the Contract pricing.

(ii) To the extent that MAC Cooperative Members purchase Deliverable(s) under this contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

(iii) The Contractor must submit invoices to and receive payment from MAC Cooperative Members, Participating Entities, on a direct and individual basis.

### 3. Insurance

(a) Liability Insurance

For the purpose of this Section, "Huron Valley Schools" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(i) The following apply to all insurance requirements:

(1) Huron Valley Schools, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(2) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, Huron Valley Schools is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(3) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without Huron Valley School's approval, Huron Valley Schools may, after giving the Contractor at least 30-days-notice, pay the premium or procure similar insurance coverage from another company or companies. Huron Valley Schools may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(ii) The Contractor must:

(1) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect

Huron Valley Schools from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(2) waive all rights against Huron Valley Schools for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(3) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by Huron Valley Schools.

(4) obtain insurance, unless Huron Valley Schools approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by Huron Valley Schools. All policies of insurance must be issued by companies that have been approved to do business in Huron Valley Schools.

(5) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(6) pay all deductibles.

(b) Subcontractor Insurance Coverage

Except where Huron Valley Schools has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 3.a, Liability Insurance. The Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

(c) Certificates of Insurance and Other Requirements

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that Huron Valley Schools and its agents, officers, and employees are listed as additional insured's under each commercial general liability and commercial automobile

liability policy. The Contractor must provide Huron Valley Schools Administrator with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 3.a, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and **MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER**. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to Huron Valley Schools Administrator.

#### **4. Indemnification**

##### **(a) General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend, and hold Huron Valley Schools harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

##### **(b) Employee Indemnification**

In any claims against Huron Valley Schools, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

##### **(c) Patent/Copyright Infringement Indemnification**

(i) To the extent permitted by law, the Contractor must indemnify and hold Huron Valley Schools harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against Huron Valley Schools to the extent that the action is based on a claim that any piece of equipment, software,

commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(ii) If, in Huron Valley Schools or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to Huron Valley Schools satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by Huron Valley Schools with appropriate credits to Huron Valley Schools against the Contractor's charges and reimburse Huron Valley Schools for any losses or costs incurred as a consequence of Huron Valley Schools ceasing its use and returning it.

(iii) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend Huron Valley Schools for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of Huron Valley Schools; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by Huron Valley Schools; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

## **5. Continuing Obligation**

The Contractor's duty to indemnify continues in full force and effect, notwithstanding the expiration or early cancellation of the contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

## **6. Limitation of Liability**

Neither the Contractor nor Huron Valley Schools is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this.

## 7. Warranties

### (a) Warranties and Representations

The Contractor represents and warrants:

(i) It is capable of fulfilling and will fulfill all of its obligations under this contract. The performance of all obligations under this contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this contract.

(ii) The contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the contract's requirements.

(iii) It is the lawful owner or licensee of any Deliverable licensed or sold to Huron Valley Schools by Contractor or developed by the Contractor for this contract, and Contractor has all of the rights necessary to convey to Huron Valley Schools the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to Huron Valley Schools, nor their use by Huron Valley Schools, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.

(iv) If the Contractor procures any equipment, software, or other Deliverable(s) for Huron Valley Schools (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to Huron Valley Schools or its designees, or afford Huron Valley Schools the benefits of, any manufacturer's warranty for the Deliverable(s).

(v) The contract signatory has the authority to enter into this contract on behalf of the Contractor.

(vi) It is qualified and registered to transact business in all locations where required.

(vii) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to Huron Valley Schools or otherwise create an appearance of impropriety with respect to the award or performance of this contract. The Contractor must notify Huron Valley Schools about the nature of any conflict or appearance of impropriety within two days of learning about it.

(viii) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of Huron Valley Schools would be influenced. The Contractor must not attempt to influence any Huron Valley Schools employee by the direct or indirect offer of anything of value.

(ix) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(x) The Contractor arrived at its proposed prices independently, without communication or agreement with any other bidder for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this contract to any other bidder before the award of the contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(xi) All financial statements, reports, and other information furnished by the Contractor to Huron Valley Schools in connection with the award of this contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(xii) All written information furnished to Huron Valley Schools by or for the Contractor in connection with the award of this contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(xiii) It will immediately notify Huron Valley Schools Administrator if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the contract is awarded.

## **8. Warranty of Merchantability**

The Deliverable(s) provided by the Contractor must be merchantable.

### **(a) Warranty of Fitness for a Particular Purpose**

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this contract.



(b) Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to Huron Valley Schools. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which Huron Valley Schools, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

(c) Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 3.6, Warranties, the breach may be considered a material default.

## 9. Contract Administration

(a) Issuing Office

This Contract is issued by Huron Valley Schools on behalf of all counties and local units of government. Huron Valley Schools Administrator or designee is the only entity authorized to modify the terms and conditions of this contract, including the prices and specifications. The Contract Administrator will be designated at the time of the contract award.

(b) Contract Administrator

The Contract Administrator will monitor and coordinate contract activities on a day-to-day basis.

(c) Contract Changes

(i) If Huron Valley Schools requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the contract, the Contractor must notify Huron Valley Schools before performing the requested activities. If the Contractor fails to notify Huron Valley Schools, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the contract and then ceases performing that work, the Contractor must, at the request of Huron Valley Schools, retract any out-of-scope work that would adversely affect the contract.

(ii) Huron Valley Schools or the Contractor may propose changes to the contract. If the Contractor or Huron Valley Schools requests a change to the Deliverable(s) or if

Huron Valley Schools requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, Huron Valley Schools Administrator will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the contract (Contract Change Notice).

(iii) No proposed change may be performed until Huron Valley Schools issues a duly executed Contract Change Notice for the proposed change.

(d) Price Changes

Prices quoted for all Products/Services, are the maximum for a period of the contract becomes effective. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(i) Huron Valley Schools may request a review upon 30 days written notice that specifies what deliverable is being reviewed. At the review, each party may present supporting information including information created by, presented, or received from third parties.

(ii) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(iii) In the event the review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(iv) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then Huron Valley Schools may elect to exercise the next one-year option, if available.

(v) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then Huron Valley Schools may eliminate all remaining contract renewal options.

(vi) Any changes based on the review must be implemented through the issuance of a Contract Change Notice.

(e) Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this contract, the parties will not unreasonably delay, condition, or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the contract.

(f) Assignments

(i) Neither party may assign this contract, or assign or delegate any of its duties or obligations under the contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. Huron Valley Schools may, however, assign this contract to any other Huron Valley Schools, or local unit of government without the prior approval of the Contractor.

(ii) If the Contractor intends to assign this contract or any of the Contractor's rights or duties under the contract, the Contractor must notify Huron Valley Schools and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. Huron Valley Schools may withhold approval from proposed assignments, subcontracts, or novations if Huron Valley Schools determines, in its sole discretion, that the transfer of responsibility would decrease Huron Valley Schools likelihood of receiving performance on the contract or Huron Valley Schools ability to recover damages.

(iii) If Huron Valley Schools permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

## 10. Acceptance of Deliverables

(a) Delivery Responsibilities

Unless otherwise specified by Huron Valley Schools, the following are applicable to all deliveries:

(i) The Contractor is responsible for delivering the deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.

(ii) The Contractor must ship the deliverable(s) "F.O.B. Destination, within Government Premises."

(iii) Huron Valley Schools will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

(b) Process for Acceptance of Deliverable(s)

Huron Valley Schools review period for acceptance of the deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify Huron Valley Schools review period, it is by default 30 days for a deliverable (Huron Valley Schools Review Period). Huron Valley Schools will notify the Contractor by the end of Huron Valley Schools Review Period that either:

(i) the deliverable is accepted in the form delivered by the Contractor;

(ii) the deliverable is accepted, but noted deficiencies must be corrected; or

(iii) the deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the deliverable. If Huron Valley Schools delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the deliverable(s) with an explanation that demonstrates all corrections have been made to the original deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected deliverable from the Contractor, Huron Valley Schools will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected deliverable.

(c) Acceptance of Deliverable(s)

(i) Huron Valley Schools obligation to comply with any Huron Valley Schools Review Period is conditioned on the timely delivery of the deliverable(s). Huron Valley Schools Review Period will begin on the first business day following Huron Valley Schools receipt of the deliverable(s).

(ii) Huron Valley Schools may inspect the deliverable to confirm that all components have been delivered without material deficiencies. If Huron Valley Schools determines that the deliverable or one of its components has material deficiencies, Huron Valley Schools may reject the deliverable without performing any further inspection or testing.

(iii) Huron Valley Schools will only approve a deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. Huron Valley Schools may, in its discretion, conditionally approve a deliverable that contains material deficiencies if Huron Valley Schools elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct within a reasonable time at the Contractor's expense, all deficiencies in the deliverable that remain outstanding at the time of Huron Valley Schools approval. (d) If, after three opportunities the Contractor is unable to correct all deficiencies, Huron Valley Schools may: (i)

demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional amount equal to 10% of Huron Valley Schools cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, Huron Valley Schools cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat Huron Valley Schools Review Period that could reasonably have been discovered during a prior Huron Valley Schools Review Period.

(iv) Huron Valley Schools, at any time and in its reasonable discretion, may reject the deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

## **11. Stop Work Order & Termination**

### **(a) Stop Work Order**

Huron Valley Schools may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, Huron Valley Schools must either: (1) terminate the Stop Work Order; or (2) terminate the work covered by the Stop Work Order.

### **(b) Termination of Stop Work Order**

The Contractor must resume work if Huron Valley Schools terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to Huron Valley Schools; provided that, Huron Valley Schools may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 9(c), Contract Changes.

### **(c) Allowance of the Contractor's Costs**

If Huron Valley Schools fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience. Termination by Huron Valley Schools, and Huron Valley Schools will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. Huron Valley Schools is not liable to the Contractor for lost profits because of a Stop Work Order issued under dis 11.ac, Stop Work.

(d) Notice and Right to Cure

If the Contractor breaches the Contract, and Huron Valley Schools, in its sole discretion, determines that the breach is curable, Huron Valley Schools will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. Huron Valley Schools does not need to provide notice or an opportunity to cure for successive or repeated breaches or if Huron Valley Schools determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

(e) Reservation of Rights

In the event of any full or partial termination of this contract, each party reserves all rights or remedies otherwise available to the party.

(f) Contractor Transition Responsibilities

If this Contract terminates under, Termination by Huron Valley Schools, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to Huron Valley Schools or a third party designated by Huron Valley Schools within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation.

(g) Termination by Contractor

If Huron Valley Schools breaches the contract and the Contractor, in its sole discretion, determines that the breach is curable, the Contractor will then provide Huron Valley Schools with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if Huron Valley Schools:



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(i) materially breaches its obligation to pay the Contractor undisputed amounts due;

(ii) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the deliverable(s); or

(iii) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations before it terminates the contract.



MAC

RFP # HV-958-121322

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REQUEST FOR QUALIFICATIONS  
FOR  
FLEET MANAGEMENT AND VEHICLE ACQUISITION  
SERVICES

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**BID SUMMARY**

**Commodity/Service Being Requested:** Fleet Management and Vehicle Acquisition Services

**Type of Solicitation:** Request for Qualifications (RFQu) - Huron Valley Schools (HVS), in partnership with the Michigan Association of Counties (MAC) bid program, is implementing a Fleet Management and Vehicle Acquisition Services procurement program statewide in Michigan. School districts and counties across the state have been requesting a fleet management and vehicle acquisition services contract vehicle be put in place that makes the purchase of such products affordable and easy to order.

Through this process, it is the goal of Huron Valley Schools to competitively pre-qualify and establish a list of contractors that will provide fleet management and vehicle acquisition services for the next three to five years. The resulting contract(s) will enable public municipalities, non-profit organizations, and school districts to "piggyback" and purchase on an as-needed basis from the awarded pool of contractors. The list of entities that will be using this bid will continue to grow statewide. **Please be sure in your proposal to list the areas of the state where you provide services (Refer to Appendix A).** Huron Valley Schools as part of this process is requesting a pricing plan to purchase fleet management and vehicle acquisition services.

**Type of Resulting Contract:** Statewide Cooperative Contract - As a result of this RFQu, Huron Valley Schools will work with the Michigan Association of Counties to market and extend the resulting contract(s) to other government municipalities and school districts statewide. The vendor or vendors will be competitively selected as having been qualified as defined within the qualification section of this RFQu.

**Resulting Contract Term:** Three (3) years with two (2) one-year renewal options.

TIMETABLE	
Release of RFQu:	March 6, 2023
Question & Answer Due Date:	March 13, 2023
Questions and Answers Responses Posted:	March 20, 2023
Proposals Due by (10:00 AM/EST) *:	April 3, 2023
Notice to Award:	April 2023
Master Agreement Award Date:	April 2023

\*Responses received later than the specified deadline will be disqualified.

**Contacts with Huron Valley Schools Personnel:** All contact with Huron Valley Schools regarding this RFQu or any matter relating thereto must be sent to the following email: [schubel@macservcorp.com](mailto:schubel@macservcorp.com)



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Solicitation Terms and Conditions – HVS/MAC Master Agreement Template:

<https://www.bidnetdirect.com/mitn/huronvalleyschools>



## SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING

### 1.1 Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the mandatory requirements. Bids deemed non-responsive will be eliminated from further consideration.

1. Proposer must have three (3) years' experience, within the last five (5) years, providing fleet management and vehicle acquisition services equivalent or similar to that being requested by Huron Valley Schools as described herein.
2. Provide pricing to Huron Valley Schools/MAC for Fleet Management and Vehicle Acquisition Services. These products will be purchased over the three to five years by the school district.
3. Please include a detailed proposal describing your company's services and/or products. Please also list the types of services offered and normal timelines for scheduling delivery.

***Proposer Response:***

***Please enter your responses in the "Proposer Response" text boxes provided. There is no requirement or limitation on the number of words for your responses.***

Michelle Deacon Lafontaine Fleet Manager,  
LaFontaine Automotive Group. We cover all makes and models. Ford Chrysler Dodge Jeep Ram GMC and Chevy. W (Michelle Deacon) was Tony Sasso's assistant for two years, (he retired 12/2019) and I took over his position. Working with the Municipals for Michigan. Included being a vendor for the MiDeal contract for Chrysler Dodge Jeep Ram. In the Fall of 2022, we expanded the Municipal Department to include Ford GMC and Chevy brands.

We can supply and perform all vehicle maintenance to all major brands with 35 dealerships throughout the Eastern to Mid-Michigan area.

Delivery will depend on the brand, whether ordered or if taken from stock. Ordered vehicles will depend on the factory production. Once vehicles are delivered to the dealership, they will be given priority to be pd'd and readled for delivery. Customers can either pick up from the dealership or delivery is available at \$2.00 a mile one way mileage.

### 1.2 Product and Service Categories

Huron Valley Schools is seeking a provider that has the depth, breadth, and quality of resources necessary to provide fleet management and vehicle acquisition services. Companies must be able to provide on-road assets through leasing or financing options as well as fleet management/maintenance services. Companies need to review and respond to the **Detailed Requirements - Attachment B**.

The Contractor must provide:



- A detailed description of services available to the district.
- All costs associated with the described services.
- Pricing that is comparable or better than pricing being offered by MiDeal or other traditional public purchasing platforms.
- List of current public entity customers using the program.
- Description of alternate vehicle options available, i.e., hybrid, electric.
- Key contact people and their roles.
- Explanation of invoicing, payment process or any other requirements necessary in providing these services.

As part of the proposal response, bidders are to include the following:

- Indicate areas of the State where you provide service (See Exhibit A).
- Any additional information regarding delivery and service.
- Provide information on any Additional Vendor "Value-Added" services or Warranty services with your proposal.
- Refer to Attachment A for general information pertaining to products, service, warranties, submission of electronic price lists, etc.

### 1.3 Product Specifications

#### 1.3.1 Reservation of Rights

Huron Valley Schools will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Huron Valley Schools further reserves the right to waive any irregularity or informality in the RFQu process or any bid, and the right to award to one or multiple vendors. Huron Valley Schools reserves the right to add or delete services from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Huron Valley Schools may use the product or service cost, or the sum of groups of products and/or services, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Huron Valley Schools reserves the right to request additional information from any or all Proposers. Huron Valley Schools also reserves the right to select one or more vendors to award a contract to under this RFQu. In the event a bid is accepted by Huron Valley Schools and the vendor asserts exceptions, special considerations or conditions after acceptance, Huron Valley Schools, in its sole and absolute discretion, reserves the right to reject the bid and award other Proposer(s).

Please confirm your understanding by checking Yes or No.

Yes       No

#### 1.3.2 Competition Promoted

RFP # HV-958-121322



The name of a model, manufacturer or brand in Huron Valley Schools bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Proposers may offer a variety of brands and models, as it is the intent of Huron Valley Schools to provide a multitude of options to the eligible agencies. Huron Valley Schools expects all supplies, materials, equipment or products bid to meet or exceed the specifications set forth in this RFQ. Further, it is Huron Valley Schools intent that this RFQ permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, materials, equipment or products requested in this RFQ are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. Huron Valley Schools, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Proposer meet the specifications contained in this RFQ and possess equivalent and/or better qualities.

Please confirm your understanding by checking Yes or No.

Yes       No

#### 1.4 Service Specifications

All services furnished must be in conformity with the participating agency requirements and specifications and will be subject to acceptance by the individual customers at delivery. The right is reserved to reject the service at the risk and expense of the vendor.

Please confirm your understanding by checking Yes or No.

Yes       No

##### 1.4.1 Contractor Code of Conduct

The purpose of the Huron Valley Schools and its employees is to provide a safe, positive learning environment for the students of the District. In providing that environment it is mandatory that all employees, visitors, and contractors follow certain levels of conduct, dress, and demeanor. This Code of Conduct outlines the expectations of the Huron Valley Schools for persons both contemplating performing work and performing work for Huron Valley Schools in the capacity of a contractor or subcontractor. These rules will become part of the mandatory working conditions of the contract and failure to comply by any contractor, subcontractor, management, employee, or contracted consultant may result in the cancellation of the contract. In general, it is expected that everyone entering a Huron Valley Schools facility, whether a school, support facility, or the surrounding grounds, must dress, act, and talk in a manner that is conducive to the education process of children while assuring their overall safety and security. The following rules have been established to assure that this is done:



MAC

Every contractor employee that enters or leaves the building must sign in and out at either the school office or the building engineer's office as designated by the school administrator. This sign-in sheet must record the name, time in and out, the firm, and the signature of the individual.

All contractors shall be furnished by their company a badge or identification that is to be worn while in the building. Such identification shall clearly indicate the individual's name and the name of the firm they are working for.

Prior to the beginning of a job, the contractor shall furnish the building engineer with a list of individuals expected to be on the job, contact persons with phone numbers, and a schedule of the activities to take place.

The contractor shall provide the building engineer with a scope of work and check with him prior to drilling or penetrating any walls, floors, or ceilings.

Each person working in a school building or on school property shall comply with the following:

No drinking or possession of liquor or alcoholic beverages and or possession of any kind of illicit drugs or narcotics.

No use of District facilities or equipment including telephone, computers, internet access, fax, kitchen, maintenance or office equipment.

No smoking or use of any tobacco products anywhere within the building at any time nor outside the school on District property during normal school hours (This is a law and punishable as a civil infraction by local authorities).

A reasonable standard of dress must be followed. Within the educational facilities where students and parents are or can be present, this is to mean clothing or attire must be suitable for the work and must not bear images or writing depicting anything to be construed as obscene in nature or promoting or portraying alcoholic beverages or use, drugs, narcotics, tobacco or establishments that serve or promote the use of these substances.

There shall be no use of profanity or obscene language or gestures. Language, gestures, or other actions that depict sexual or ethnic harassment or intimidation will not be permitted.

The contractor is responsible for a clean and safe workplace. To that end the following will be adhered to:



All work areas, walkways, and stairs must be kept clear of debris and loosely scattered materials.

Material storage is to be in an area designated by the Building Engineer.

All work areas are to be cleaned by the contractor prior to leaving. Building staff will not be responsible for cleaning work areas.

All trash, debris, and material must be removed from the worksite each day and disposed of off-site. District dumpsters and trash containers are not to be used by contractors for disposal.

All contractor tools and equipment must be kept in good working order, with guards and safety devices in place and working. Defective tools must be taken out of service. District tools and equipment will not be loaned to contractors.

Contractors are to provide and use required protective safety equipment and comply with all local, state, and federal safety laws and regulations.

Contractors are responsible for the reporting of accidents both to the District and their management and to obtain any emergency treatment that may be required.

Upon leaving a jobsite all doors and windows must be locked, secured, or left as they were found prior to beginning the work.

Contractors are to provide their own site safety plan for areas that they are working in.

Contractors are reminded that there may be asbestos insulation in our buildings. They are not to disturb any insulation or enter any areas that contain asbestos containing building materials. If they have any questions, contact the building engineer for direction.

Contractor is not to disable or interfere with any fire or burglary system equipment or telephone lines servicing such equipment. If equipment needs to be removed, relocated, or temporarily disabled, the contractor needs to coordinate this with the building engineer.

The District will not tolerate acts of theft, vandalism, fighting, or abuse of the facilities or activities that threaten the security and safety of the school environment and its students, staff, and employees. In summary, good judgment must be used to protect the learning environment. **Failure to comply with the above or to exhibit conduct which is deemed not in the best interest of the Huron Valley Schools will be grounds for immediate removal from the building and the project.**

Please confirm your understanding by checking Yes or No.

*RFP # HV-958-121322*



MAC

Yes  No

**1.5 Service Capabilities**

**1.5.1 Communication Plan/Contract Management**

Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger, or acquisition.

**1.5.1 Proposer Response:**

Communication would be handled via email unless otherwise requested by the customer. Any issues would be handled via phone to have quick resolutions.

Commented [MD1]:

**1.5.2 Primary Account Representative**

Proposers must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents. Include names, titles, address, phone number, and email addresses.

**1.5.2 Proposer Response:**

Michelle Deacon LaFontaine CDJR of Lansing Municipal Fleet Manager 6131 S Pennsylvania Ave Lansing Mi 48911 517.325.5103 [mdeacon@lafontaine.com](mailto:mdeacon@lafontaine.com)

Dan Wresinski LaFontaine Ford of Lansing 5103 S Cedar Rd Lansing MI 48911 517.574.7120 [dwresinski@lafontaine.com](mailto:dwresinski@lafontaine.com)

Blake Garner Lafontaine Chevrolet Dexter 7120 Dexter Ann Arbor Rd Dexter Mi 48130 [bgarner@lafontaine.com](mailto:bgarner@lafontaine.com)

Commented [MD2]:

**1.6 Customer Service**

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Huron Valley Schools. Customer inquiries should be responded to within 48 hours or two (2) business days unless it is an emergency issue. Describe your company's Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.)

**1.6 Proposer Response:**

Commented [MD3]:

**1.7 Purchase Orders**

Requests for quotes will be initiated by participating entities as specific needs arise. Participating entities will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond



directly to the requesting agency within the timeframe specified in the request for quote. The participating entity will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be delivered and billed directly to these institutions.

Please confirm your understanding by checking Yes or No.

Yes       No

**1.8 Delivery and Acceptance**

The Proposer will be required to quote prices for all known costs for the requested products and services. Proposer should address the following items and costs in their proposal and other item/costs that they are aware of that may not have been requested in this bid.

- Time frames for delivery of service.
- Please give a description and the costs associated with products and the service models you recommend.
- What is your Ordering procedure and/or process?
- Policies and procedures for an organization accepting a delivery of service.

**1.8 Proposer Response:**

yes, we understand

Commented [MD4]:

Time frames will depend on factories run time. Each brand has a different ordering process. PO's are required to place orders unless orders are closing before bids are awarded and special circumstances can be arranged i.e. ordering the vehicle and cancelling if bid is awarded to a different bidder.

**1.8.1 Delivery Time Frames**

If there are supplies, services, or regions of the state that might require a longer delivery timeframe, please denote in your response.

Please confirm your understanding by checking Yes or No.

Yes       No

**1.8.2 Reporting Capabilities**

Contractors are required to submit quarterly sales reports and other reporting documents, as it pertains to this contract.

Please confirm your understanding by checking Yes or No.

Yes       No

**1.8.3 Shipping Errors**

The receiving entities have been instructed to make immediate inspection on receipt of products/services and to process payment documents promptly. Payment documents, however, will be delayed if the products/services fail to comply with specification requirements.



Please confirm your understanding by checking Yes or No.

Yes  No

If "NO" was answered on any items in Section 1.3.1, 1.3.2, 1.4, 1.4.1, 1.7, 1.8.1, 1.8.2, and 1.8.3, please explain:

[Empty text box for explanation]

**1.9 Management and Staff**

Proposer should address the following items in their proposal:

- Project Management of the contract;
- Staff and responsibilities;
- Process and procedures to keep safe and secure facilities when delivering product;
- Please describe your company's background check process for delivery and maintenance personnel, if delivery is by a company other than UPS and Federal Express.

Commented [MD5]:

**1.9 Proposer Response:**

Michelle Deacon Municipal Fleet Manager,  
 All Chrysler dodge Jeep Ram vehicles.  
 Dan Wresinski Municipal Fleet  
 All Ford vehicles  
 Blake Garner Municipal Fleet  
 All Buick GMC Chevy vehicles

**1.10 Orders/Delivery Reporting/Customer Service**

1. Generally

Purchase Orders will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications with specific response information required, deliverables, and any special terms and conditions. The contractor will respond directly to the requesting agency within the timeframe specified by the participating agency.

2. Ordering Process Capabilities

Proposers shall identify their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. A state-wide toll-free phone number for phone orders will be required. The Vendor agrees to have internal controls to ensure that authorized individuals place orders.

**1.10 Proposer Response:**

We will have a specific phone number specified for this contract only.  
 We accept all forms of signed orders.

Commented [MD5]:

**1.11 Pricing Schedule**



MAC

1. Price Guarantee

Price Stability Guarantee

For the first year of the Agreement, the vendor must guarantee to provide the products at the proposed rates. The vendor can propose price increases or decreases after the above stated time period.

Promotional Pricing

Proposer may offer promotional pricing for awarded products and/or services during the contract term. Upon promotion expiration, the pricing must return to previous item price and remain in compliance with the Price Stability Guarantee.

Free on Board (F.O.B) Delivered/Destination (Required)

Prices shall be quoted "F.O.B. Delivered/Destination" to each Customer with transportation charges prepaid on all orders of one (1) or more.

2. Bid Pricing

Bid pricing must reflect Net 30 payment terms.

3. Quantity Term

Vendor agrees to supply the complete quantity and products that each customer requires.

4. Rebates and Special Promotional Capabilities

All vendors are encouraged to make manufacturer promotions, rebates, and special pricing opportunities available. Huron Valley Schools must approve promotional materials referring to the Huron Valley/MAC Agreement prior to release. Huron Valley/MAC will post rebate and special pricing information on its web site.

Guidelines for Vendor /Contractor promotions for Huron Valley/MAC awarded items:

- A. Submit all promotions for approval
- B. Identify the savings amount
- C. Identify the final price
- D. Specify the time period in which a purchase must be made
- E. Identify the link to a rebate form (preferred) or provide the form

5. Tax Excluded from Price

- (a) Sales Tax: Huron Valley 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: Huron Valley and local units of government may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Huron Valley Schools 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.



MAC

**1.11 Proposer Response:**

***Please provide pricing information and any additional comments regarding pricing, promotions and discounts being offered, and information on other cooperative contracts held by respondent.***

**Price Guarantee will be for the model year. If available pricing will be continued the following year. This is dependent on the factory. Promotional Pricing, vehicles will be quoted using approved government concessions for this contract. Rebates can be used on in stock units only. The two cannot be combined.**

Commented [MD7]:

**1.12 Price Assurance**

The awarded vendor agrees to provide pricing to Huron Valley Schools and its participating entities ensuring the lowest pricing available. The awarded vendor agrees to promptly lower the cost of any product/service purchased through Huron Valley Schools following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Huron Valley Schools requests equal or better than pricing to be submitted.

All pricing submitted to Huron Valley Schools shall include 2.0% administrative/remittance fee to be remitted to MAC by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with Huron Valley Schools/MAC.



## SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFP Addenda and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of RFQu # HV-958-121322 Fleet Management and Vehicle Acquisition Services.
3. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Huron Valley Schools, will be the basis for the Bidder to enter into a contract with Huron Valley Schools in accordance with the intent of the bid documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
  - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
  - Assurance Regarding Access to Records and Financial Statements
  - Iran Economic Sanctions Act
  - Familial Relationship Disclosure
  - Non-Collusion Affidavit
6. The selected Contracting Agency will be required to sign a Confidentiality Agreement to protect the data supplied by the schools and agencies. The selected Contracting Agency will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), Michigan Education Code, and District policies regarding the protection and confidentiality of data. At all times, the Contracting Agency will consider all data collected in the course of their duties to be protected and confidential. The Contracting Agency needs to explain how it will clean the hard drives in the copier machines at lease end or changes in copier machines to ensure removal and protection of data.
7. The undersigned acknowledges that bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQu and associated bid documents.
8. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against Huron Valley Schools based upon ignorance of conditions or misunderstanding of the specifications.



MAC

9. Patent indemnity: Vendors who do business with the Huron Valley Schools shall hold Huron Valley Schools, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Huron Valley Schools, prior to award, and shall include an insurance certificate and additional insured certificate, naming Huron Valley Schools, which meets the minimum insurance requirements, as stated in the terms and conditions.
11. Bidders are requested to submit a bid on any category(s) that they are able to supply as specified. Substitutions will not be considered. If the documents note "or acceptable equal" all manufacturers will be considered. Products for consideration must comply with bid category "general notes" and identify discrepancies where product does not meet or exceed the specified (basis of design) product for design, finish, and quality.
12. Should a Bidder find discrepancies in, or omissions from the specifications, details, instructions and bid proposal form, or should the bidder be in doubt as to the meaning, the bidder should notify the bid contact who will send written instructions to all appropriate Bidders. The Owner shall not be responsible for any oral instructions.
13. It is the Bidder's responsibility to note any detail or specification that, in his opinion, is not practical or functional.
14. Interpretations and supplemental instructions will be issued by Addenda. No Bidder shall rely on any interpretations or corrections given by any other method. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding.
15. Copies of addenda will be made available for inspection wherever Bidding Documents are posted.
16. Addenda will not be issued later than three (3) days, (72 hrs.) prior to the date of receipt of bids (excluding weekends and holidays), except an addendum withdrawing the request for bids or postponing the bid date.
17. Failure of Bidder to receive such addenda shall not relieve him from any obligation under his bid as submitted.
18. Failure to comply with instructions stated in this section may result in rejection of bid.
19. After a contract agreement has been executed, the Bidder shall not be allowed any sum over and above the price(s) specified in the contract agreement.



MAC

20. Huron Valley Schools requires all Contractor owners, employees, agents, representatives, subcontractors, and/or other personnel who will be present on School grounds to submit to a criminal history background check. This background check will include a requirement for each contractor owner, employee, agent, representative, subcontractor, and/or other personnel to be screened before he/she enters School grounds. A valid State ID card or Driver's License is required to complete the background check. Once screened, the District will provide approved personnel with a Contractor Badge with a unique number.

#### ORDER DELETIONS

1. Owner reserves the right to add or deduct item quantities from the original specification, up to 10% of the original quantities without any effect on the unit prices submitted.

#### Huron Valley Pricing

Respondents should indicate any discounts or promotional pricing available. Please specify where different percentage discounts apply. If respondent has existing cooperative contracts in place, Huron Valley requests equal or better than pricing to be submitted.

Solicitation Terms and Conditions – HVS/MAC Master Agreement Template:

<https://www.bidnetdirect.com/mitn/huronvalleyschools>



MAC

2.1 Company Profile

Official Name of Bidder: LaFontaine CDJR of Lansing LaFontaine Ford of Lansing LaFontaine Buick GMC of Lansing LaFontaine Chevrolet of Dexter		Type of Entity/Organization (check one):  <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other:
Street Address: 6131 S Pennsylvania Ave 5103 S Cedar Rd Lansing 48911 3625 S Pennsylvania Ave Lansing 48910 7120 Dexter Ann Arbor Rd Dexter 48130		
City: Lansing		
State: Mi	Zip Code: 48911	
Website: Familydeal.com		
Primary Contact Name: Michelle Deacon		
Primary Contact Phone Number: 517.325.5103		
Primary Contact Email Address: mdeacon@lafontaine.com		
Dunn & Bradstreet (D&B) Number (if applicable):		
Has your company been debarred by the Federal Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Has your company been debarred by State Governments? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established: At LaFontaine Automotive Group, we have passionately been delivering the Family Deal experience to our guests for over 40 years. We are proud to say we are the largest dealer group in Michigan, having a footprint that extends from Grand Rapids to St. Clair, with a total of 34 rooftops (dealerships) representing 53 franchises and nearly 2,500 employees. This is a true testament to the dedicated team we have and our commitment to providing our customers a personalized experience that extends far past the sale of the vehicle. We focus not only on exceeding customer expectations during the sale, but providing service, repair, body shop, parts and accessories for our customers as well.		



After pouring our heart and passion into the automobile business for nearly 50 years, we view this new opportunity with the State of Michigan as a key achievement of the LaFontaine family's efforts to bring the best automotive experience to the people, businesses, government offices and municipalities of Michigan. Heart, passion, integrity, work ethic and unmatched grit are keys to our success. Our biggest asset has been and remains true, our employees. The LaFontaine Automotive group is dedicated to protecting the environment and promoting the green movement. Our organization has developed four LEED (Leadership in Energy and Environmental Design) Certified Dealerships throughout Michigan. We are proud to have the first Gold LEED dealership in the world - LaFontaine Cadillac Buick GMC of Highland. As the gold standard in the construction industry, LEED Certification refers to buildings that have been designed, built, and maintained using green building and energy efficiency best practices. As the focus on "Green initiatives" continues both in Michigan and across the US, having a partner with this level of experience and investment can be of value.

Our team has positioned themselves as a true commercial and fleet powerhouse. Our customer-first approach has really resonated with businesses and have seen tremendous growth in both commercial units sold and serviced. From internationally-recognized accounts with customers like Amazon, to family-owned businesses and all sizes in-between, we pride ourselves on our understanding of automotive manufacturers, the models they produce and the capabilities of each. Additionally, we have a vast network and knowledge base with the top body vendors and upfit companies in Michigan and beyond. This versatility between brands, vast knowledge and expertise, we are able to confidently deliver the results and partnership the State of Michigan and local government/municipalities need.



**Max Muncey**

*Corporate Communications*  
**LaFontaine Automotive Group**

Cell: (248) 763-6116  
[mmuncey@lafontaine.com](mailto:mmuncey@lafontaine.com) | [www.familydeal.com](http://www.familydeal.com)

Signature:

Name and Title of Signer:

Date:



MAC

Please include a current copy of a W-9 with your proposal.



**2.2 References**

Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 5 years.

Entity Name: University of Michigan	
Contact Name: Renee Jordan	Title: Fleet Manager
City: Ann Arbor	State: MI
Phone Number: 734.615.0527	Years Served: 39
Description of Services: Supply Vehicles	
Annual Volume:	

Entity Name: Michigan State University	
Contact Name: Brian Watts	Title: Transportation Director
City: East Lansing	State: MI
Phone Number: 517.353.5517	Years Served: 39
Description of Services: Supply Vehicles	
Annual Volume:	

Entity Name: City of Sturgis	
Contact Name: Dennis Hetman	Title:
City: Sturgis	State: MI
Phone Number: 269.659.7294	Years Served: 39
Description of Services: Supply Vehicle	
Annual Volume:	



2.4 CONSTRUCTION BID DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Huron Valley Schools Board of Education or the Huron Valley Schools District Superintendent must be accompanied with the bid. Bids without this disclosure statement will not be accepted.

The members of the Huron Valley Schools Board of Education are listed on the following website: <https://www.hvs.org/page/board-of-education>.

The Huron Valley Schools Superintendent is: Dr. Paul Salah

The following are the familial relationships:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

There are none.

Vendor Signature: Michelle Deacon  
Date: 3/22/2023



Notary  
State of Michigan  
County of Ingham  
Sworn to and subscribed before me, a notary public in  
and for the above state and county, on this 22  
day of March, 20 23.  
Notary Public Jean Tabacchi  
My commission expires: 12-7-2024



2.3 Assurances and Certifications

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

**Certification Regarding Nondiscrimination Under Federally and State Assisted Programs**

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the Michigan Department of Education (MDE).

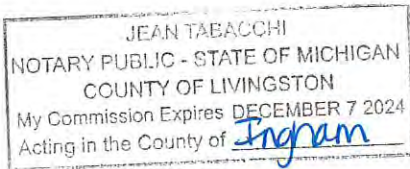
**Assurance Regarding Access to Records and Financial Statements**

The applicant hereby assures that it will provide the pass-through entity, i.e., the Huron Valley Schools, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F, and Compliance Supplement for the U.S. Department of Education.

**Iran Economic Sanctions Act**

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Huron Valley Schools as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature:	<i>Michelle Deaton</i>
Date:	<i>3/22/2023</i>



Notary	
State of	<i>Michigan</i>
County of	<i>Ingham</i>
Sworn to and subscribed before me, a notary public in and for the above state and county, on this <i>22nd</i> day of <i>March</i> , 20 <i>23</i> .	
Notary Public	<i>Jean Tabacchi</i>
My commission expires:	<i>12-7-2024</i>



MAC

NON-COLLUSION AFFIDAVIT

STATE OF MICHIGAN )  
 )  
 [NAME OF COUNTY] )

ss:

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/she further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, gift, fee, commission or thing of value on account of such sale.

Lafontaine & Auto Motive Group  
Michelle Deacon  
Bidder (Firm)  
Michelle Deacon  
Signature of Bidder or Agent

Subscribed and sworn to before me this 22 day of March, 2023

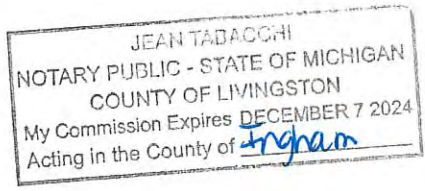
My commission expires December 7, 2024

County of residence: Ingham

Jean Tabacchi  
Notary Public Signature

Seal

(Return this completed form with bid package)





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

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

TIMETABLE	
Release of RFQu:	March 6, 2023
Question & Answer Due Date:	March 13, 2023
Questions and Answers Responses Posted:	March 20, 2023
Proposals Due by (10:00 AM/ EST):*	April 3, 2023
Notice to Award:	April 2023
Master Agreement Award Date:	April 2023

\*Responses received later than the specified deadline will be disqualified.

#### 3.1 Huron Valley Schools Responsibility

Huron Valley Schools is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

#### 3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Huron Valley Schools Administrator/Purchasing agent designee's sole judgment and his/her judgment shall be final.

#### 3.3 Proposers Questions

Proposers may submit written questions regarding this RFQu by e-mail to the address identified below. **All questions must be received by 10:00 am EST (Eastern Standard Time) no later than Monday, March 13, 2023.** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFQu.

When submitting questions please specify the RFQu section and paragraph number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFQu. Huron Valley Schools reserves the right to group similar questions when providing answers. Questions should be addressed to:

**Email address: [schubel@macservcorp.com](mailto:schubel@macservcorp.com)**

Huron Valley Schools may modify the RFQu at any time during the bid process. All changes to the RFQu will be posted under the bid number and each posting officially revises the RFQu.

RFP # HV-958-121322



### 3.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFQ. The proposal must remain valid for at least 120 days from the due date for responses to this RFQ.

The Proposer will be responsible for completing and submitting the following sections of this RFQ:

**Section 1.0 – Bid Responses to Scope of Work and Pricing** - The Proposer's proposal must include detailed responses to each of the outlined requirements in the text boxes provided. There is no requirement or limitation on the number of words for these responses.

**Section 2.0 – Bidder Information and Acceptance** – The Proposer will be required to complete the information in this section and provide required signatures and notarization.

### 3.5 Bid Submission Deadline

The **Deadline for receipt of Bids is: Monday, April 3, 2023, 10:00 AM EST (the "Due Date")**. Any bids received after this time will not be opened.

Send or deliver one (1) copy of the bid, clearly marked **Fleet Management and Vehicle Requisition Services Bid HV-958-121322** along with one electronic copy on a USB Flash Drive to:

**Geoffrey VanGoethem – Assistant Superintendent, Business & Operations**  
**Huron Valley Schools - Administrative Building**  
**2390 South Milford Road**  
**Highland, Michigan 48357**

In the event, the Administration Building is closed due to unforeseen circumstances on the day Proposals are due, Proposals will be due at the same time on the next day that the District and/or the Administration Building is open. Administration Building is open to accept bids 8:00 am – 4:30 pm EST.

Our Bid Opening will be virtual. Below is the Zoom invite if you are interested in attending.

Topic: Fleet Management and Vehicle Requisition Services Bid Opening – Zoom Invite  
Time: April 3, 2023, 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/81622639403?pwd=QXU0ZmliY2h2N0hsOEZIT1E1ckxEZz09>

Meeting ID: 816 2263 9403

Passcode: 435115



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One tap mobile

+16699006833,,81622639403#,,,,\*435115# US (San Jose)  
+16694449171,,81622639403#,,,,\*435115# US

Dial by your location

+1 669 900 6833 US (San Jose)  
+1 669 444 9171 US  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)  
+1 719 359 4580 US  
+1 253 205 0468 US  
+1 312 626 6799 US (Chicago)  
+1 360 209 5623 US  
+1 386 347 5053 US  
+1 507 473 4847 US  
+1 564 217 2000 US  
+1 646 931 3860 US  
+1 689 278 1000 US  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 305 224 1968 US  
+1 309 205 3325 US

Meeting ID: 816 2263 9403

Passcode: 435115

Find your local number: <https://us06web.zoom.us/j/kelqj5ewMx>

**3.6 Adherence to Mandatory Requirements (Pass/Fail)**

Huron Valley Schools Administrator or designee shall review Section 2.0 Bidder Information and determine if the Proposer meets the minimum requirements as outlined in this RFQ.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Huron Valley Schools may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

**3.7 Evaluation Process**

All bids will be reviewed for compliance with the mandatory requirements stated within this RFQ. Bids not meeting the mandatory requirements will be deemed non-responsive and eliminated from further consideration. Huron Valley Schools may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

- A. Huron Valley Schools may contact the proposer for clarification of the proposer's bid.
- B. Huron Valley Schools may use other sources of information to perform the evaluation.



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C. Huron Valley Schools may require the proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFQ. The Proposer(s) whose bid is advantageous to the Eligible Agencies, taking into consideration the evaluation factors, will be recommended for award approval.

After a prospective supplier has been selected, Huron Valley Schools and the prospective supplier(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Huron Valley Schools may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal. It is anticipated that pre-qualified contract awards will be made to multiple vendors.

A solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part, when it is in the best interest of Huron Valley Schools in accordance with regulations.

### 3.8 Evaluation Criteria

1. Evaluation Factors for Statement of Work and services description (Section 1) -- 40 points
2. Company Profile (Section 2.1) - 10 points
3. References (Section 2.2) – 20 points
4. Pricing (Section 1.12) – 30 points

### 3.9 Optional Tools to Enhance Evaluation Process

Huron Valley Schools 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 Huron Valley Schools:

- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit
- Best and Final Offer (BAFO)
- Negotiations

### 3.10 Huron Valley Schools Option to Reject Proposals

Huron Valley Schools may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFQ. Huron Valley Schools shall not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal. Huron Valley Schools reserves the right to waive inconsequential disparities in a submitted proposal.

### 3.11 Freedom of Information Act



This contract and all information submitted to Huron Valley Schools by the contractor and proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Huron Valley Schools shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFQu, the Proposer shall be deemed to have agreed to indemnify and hold harmless Huron Valley Schools for any liability arising from or in connection with Huron Valley Schools failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

### **3.12 Contacts with Huron Valley Schools Personnel**

All contact with Huron Valley Schools regarding this RFQu or any matter relating thereto must be e-mailed as follows:

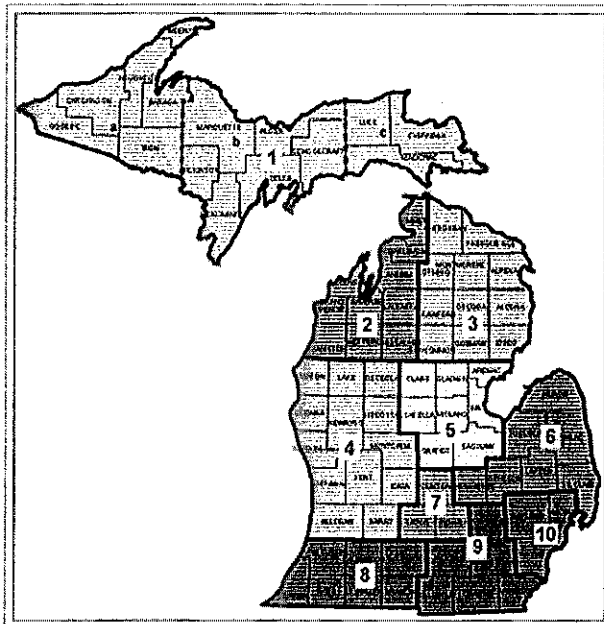
Email address: [schubel@macservcorp.com](mailto:schubel@macservcorp.com)

If it is discovered that a Proposer contacted and received information regarding this solicitation from any Huron Valley Schools personnel other than the Procurement Contact, Huron Valley Schools, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Huron Valley Schools in writing will be binding with respect to this RFQu.

### **3.13 Final Agreement Award Determination**

Huron Valley Schools reserves the right to make one total award, one award for each category/section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Huron Valley Schools.

APPENDIX A -Regional Delivery Map



- 1. Upper Peninsula
- 2. Northwest
- 3. Northeast
- 4. West
- 5. East Central
- 6. East
- 7. South Central
- 8. Southwest
- 9. Southeast
- 10. Detroit Metro



**Attachment A  
General Information**

1. Respondents must submit products, services, warranties, etc. in price list.
2. Media submitted for price list must include the respondent's company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).
3. Please submit price lists in electronic format only.

**Not to Exceed Pricing**

1. Huron Valley Schools requests pricing be submitted as not to exceed for any participating entity.
2. Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for the solicitation. Volume or spot market conditions may allow for one-time discounts for participating entities.
3. Vendor must allow for lower pricing to be available for similar product and service purchases under the same market conditions.

**General Information**

1. It is the Intent of Huron Valley Schools to always provide the best price and value to its participants. The Vendor must be able to provide a pricing methodology for its products and services that will ensure that Huron Valley Schools is always getting the best and most competitive price available.
2. The products and services provided by this contract may be acquired utilizing many different methods by the participating members of Huron Valley Schools.



## Attachment B Detailed Requirements

### Scope of Services

HVS/MAC seeks a Vendor to provide Fleet Management and Vehicle Acquisition Services. Proposals should be offered in ala carte format so that entities could choose the entire plan or the segments that work in their operations. **Respondents must be able to provide on-road assets through leasing or financing options as well as the fleet management/maintenance services.**

The RFP is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." HVS/MAC expects respondents to understand and anticipate the current and future needs within the scope of this RFP and to propose solutions that are commonly desired or required by law or industry standards. Proposals will be evaluated in part on the demonstrated ability to meet or exceed the needs and requirements of the defined scope of this RFP.

Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional, and anticipated standards, needs, expectations, and requirements of the purchasing entity.

The RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet the needs. HVS/MAC may award all of the respondent's proposal or may limit the award to a subset of the proposal.

The awarded Vendor shall designate one senior staff member to represent the Vendor. This contact person will correspond with HVS/MAC for technical assistance, questions, or concerns that may arise.

### A. Fleet Management – Scope of Services

Seeking a Vendor to provide Fleet Management Services, which is generally defined as the provision of preventative maintenance plans, maintenance, and repairs in accordance with OEM recommendations, while meeting allowable downtime standards and safety needs. Fleet management services to eligible entities shall also include Fleet Assessment, Fueling Services, and acting as liaison.

The types of fleets to be managed include but not limited to the following using all fuel types – Gas, Diesel, Electric, Hybrid, and other:

- Busses – school and municipal
- Trucks – Dump, Pick-up, Box, Plow
- Vans – Maintenance Vehicles
- Automobiles
- Pursuit and other emergency vehicles



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Updated models shall be rotated into the fleet per the services described under Vehicle Acquisition Services. Fleet Management is needed for vehicles already in use and shall not be limited to new vehicles procured under this contract. The specific components of the fleet will be determined when the contract is initiated and may be altered by HVS/MAC during the contract term.

Maintenance, Repair, and Safety Services include but are not limited to the following:

1. Preventive Maintenance Services at regular intervals for existing and new program vehicles, as determined for various classes of vehicles and equipment, to ensure safe dependable service;
2. Repair Service Types: In-house (entity's facility) or Commercial Agreements (local garages)
3. Mandated safety and emissions tests as required;
4. All unscheduled repairs;
5. Coordination of accident damage estimate and repair;
6. Contract maintenance services managed by Fleet Management;
7. Towing program and services using approved towing contractor;
8. Insuring vehicles and equipment as required by HVS
9. Maintaining proper mechanical records for all vehicles; and
10. Providing/purchasing and inventory management of materials used in the repair and maintenance of the fleet.

Fleet Assessment Program/Life Cycle Management includes, but is not limited to:

1. Fleet conversion program from Internal Combustion to EV; and
2. Utilize cost benefit analysis for each vehicle type based on each entities needs.

Fueling Program includes services, but are not limited to the following:

1. Provide fuel to all agency vehicles; tanks filled at district level and/or commercial purchase program via gas station;
2. Fuel billing report;
3. Issuance and maintenance of fuel keys;
4. Maintenance/Repairs at fuel sites; and
5. EV infrastructure Assistance offered.

Liaison Services include but are not limited to:

1. Providing inbound shop disposition as requested by HVS for automobiles to be delivered to shops for defect repair, preventive maintenance, reassignment, or accident/damage repair,
2. Preparing and transmitting shop instructions to repair shops,
3. Dispatching mobile units for minor repairs and assistance in unloading,
4. Authorizing all car repair estimates from mobile units and repair shops,
5. Completing repair analysis paperwork for HVS authorization when repair estimates exceed approved limits,



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6. Approving all repair invoicing and updating mechanical records as required,
7. Verifying that all repair shops have proper certification for work being performed,
8. Providing outbound disposition to repair shops and monitor estimated out dates for accuracy,
9. Auditing repair shops used for Maintenance
10. Updating and maintaining mechanical database, including scheduled preventive maintenance activities for each Car and delivery of notices to HVS/MAC or its designee of upcoming scheduled preventive maintenance for Cars,
11. Updating and maintaining repair history database,
12. Providing depreciated value statements and providing all services in connection with associated invoicing and documentation,
13. Negotiating shop labor rates,
14. Obtaining competitive scrap bids and providing all services in connection with associated invoicing and documentation, and
15. Providing all services in connection with administration of storage yards and auditing of associated invoices.
16. Coordination with insurance company for claims.

#### **B. Vehicle Acquisition – Scope of Services**

The vehicle fleets may contain sedans, light, medium and heavy-duty pickups, SUV/Crossovers, vans, box trucks and school busses. Entities desire to update/upgrade its fleet to reduce future maintenance costs, uncertainty over usability, and improve safety. The Vendor shall devise and implement a phased replacement plan where vehicles are replaced each year. Vehicle acquisitions will be subject to budget availability each year.

Vehicle Acquisition Services are desired to carry out the replacement plan in a managed and deliberate manner, ensuring that HVS costs are kept as low as possible while keeping the majority of vehicles under manufacturer's warranty. Services include replacements, acquisition, and disposal services. Acquisition may be by lease or financing. Cash or retail installment sales may be considered if it is determined to be in HVS best interest.

Replacement, Acquisition, and Disposal Services include but are not limited to the following:

1. Management of vehicle replacement program;
2. Development of specifications and acquisition of new vehicles;
3. Management of vehicle numbering, license processing and computerized database management;
4. New vehicle service and preparation for the above vehicles (e.g. safety inspection, installation of all parts, fluid level and tire pressure service, charge EV battery if applicable, apply vehicle markings);
5. Disposal of retired vehicles; and
6. Providing the Pricing Methodology used for each type of vehicle for all fuel types (Gas, Diesel, EV, Hybrid, etc.).

- Show how base pricing is determined when deciding Buy vs. Lease options
- Describe brands and/or models available



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- Describe upfitting costs or options
- Vehicle options include school/mass transit busses, emergency vehicles, police/pursuit vehicles, etc.

**C. Value Added Services**

Value Added Services may be included as part of Vendor's Proposal. These will be considered as complementary to the base required services for Fleet Management and Vehicle Acquisition. Examples may include, but are not limited to:

1. Short-term rental programs;
2. Upfitting of after-market products;
3. Fleet management information technologies: telematics, fleet monitoring and vehicle tracking software, fuel management, fuel tank management and motor pool/fleet sharing software and systems;
4. Roadside assistance including towing, emergency charging, mechanical repair and other repairs necessary to return vehicles and equipment to safe operation;
5. Installation, operation and maintenance of dedicated charging and fueling stations;
6. Battery longevity monitoring and replacement plans;
7. Programs that would benefit entities customers, such as sponsored charging stations or discounts.



## Addendum Number 1

Project: Fleet Management and Vehicle Acquisition Services – **RFP # HV-958-121322**

Bid date: 10:00 AM, Monday, April 3, 2023 (**UNCHANGED**)

Issue date: March 6, 2023

Below are: Questions asked by bidders with the school district's answers below:

1. If a vendor is unable to remit the 2% fee to MAC, will that vendor be able to bid? No.
2. Can a vendor choose to not include a 2% fee? No.
3. Can you explain exactly how the fee should be applied? Monthly, one time, annual? The vendor will be contacted by MAC on quarterly basis for all of its self-reported sales (all billings made to an entity whether it be for sales or service) and the 2% will be applied to all sales and services made to entities using the contract.
4. If we include a 2% markup destined for MAC will Huron Valley Schools pay MAC directly? No, the vendor will pay MAC directly and the 2% markup should be included in the vendors overhead.
5. Would you like our suggestion on how we pay other buying cooperatives? Sure, please propose your solution in your response.
6. Is the intention to have one partner for all vehicles or is the district open to a vendor that cannot provide buses? A multiple award is possible.
7. What is the intended financial method the district will use to pay for vehicles? Entities may or may not purchase their own vehicles. However, entities are interested in purchasing and leasing options.
8. Is leasing an option the district is interested in pursuing? Yes. Entities are interested in purchasing and leasing options.

*Inspiring and building futures...one student at a time*

Huron Valley Schools, 2390 S. Milford Rd, Highland, MI 48357 / 248-684-8000 / [www.hvs.org](http://www.hvs.org)

9. Can we be provided a fleet list with Year, Make, Model, Mileage? Please refer to Attachment C entitled, "HVS 2023 Vehicle and Bus Inventory" that accompanied the RFP that was posted on March 6, 2023. Seven (7) new busses are being delivered this year. Seven (7) new busses will be ordered in the Summer of 2023. Twenty (20) busses will be ordered by HVS over the next two years. One (1) dump truck will be ordered within the next year.
  
10. Is the district using a Telematics service today? No. If not are you interested in one? Yes.

## In the proposed 1.6 Customer Service

The LaFontaine Automotive Group has 34 dealerships across lower Michigan. With this we would be able to address emergency situations at any dealership. Hours of operation are 7:30am till 6pm Monday through Friday. Maintenance is available on Saturdays. We do not have tow pick up through our dealerships just companies we work with. If awarded the contract, we can assign specific service advisors and would do so.

We can pick vehicles up and bring them to our facilities for maintenance and repairs. We also have a large body shop in Lansing we would utilize for any accident/damage repairs needed.

We do not have the ability for a fueling program. If when maintenance is done, and you would like a full tank to be included on all vehicles that we would be able to provide.

With a replacement program we do not have something specifically but we can work with our service departments to monitor the vehicles for replacement. Example would be if you want the vehicles replaced at a certain mileage we would follow the mileage, know the timeframe for a new one to come and order accordingly.

We have the ability and work with multiple upfitters to produce vehicles.

Trucks we would be able to have upfitted for your needs.

Maintenance Vehicles are hard to get but we can get them.

Automobiles are the easiest I believe

Pursuit and emergency vehicles also.

The only restrictions would be from the factories. For example, Chevy Tahoe's had a 24-hour ordering window for the 2023 model year.

Vehicle availability would be based on the manufacturer's timeframe. But with us having 34 dealerships in our automotive group there could be the ability to take from retail stock units, and re-invoice for government pricing.