

RESOLUTION

No. 2024-796

By Commissioner Marecki

RESOLVED, by the Wayne County Commission this 21st day of November, 2024 that approval be, and is hereby, granted authorizing a three-year, professional services contract with a two-year option to renew between the Charter County of Wayne and Mission Ford of Dearborn, Inc. (of Dearborn) not to exceed \$500,000 to provide original equipment manufacturer Ford parts and repairs for commercial and medium-duty trucks and vans for the Department of Public Services, Equipment Division, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the contract is from November 21, 2024 through November 20, 2027 and the cost of the contract will be charged to Account Nos. 201 44900 745000 (\$300,000 Roads-Equipment) and 201 44900 933000 (\$200,000 Roads-Equipment); and be it further

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

[Professional Services Contract on File]

(2024-17-022)

PROFESSIONAL SERVICES CONTRACT

between

WAYNE COUNTY

And

MISSION FORD OF DEARBORN, INC.

for

**OEM FORD PARTS & REPAIR FOR
COMMERCIAL AND MEDIUM DUTY TRUCKS AND VANS**

Control No. 37-24-064

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THIS CONTRACT is between the County of Wayne, Michigan, a body corporate and Charter county, acting through its Department of Public Services, (the "County") and Mission Ford of Dearborn, Inc., a Michigan corporation (the "Contractor").

1. PURPOSE

1.01 The County requires Original Equipment Manufacturer (OEM) Ford parts and repairs for commercial and medium duty trucks and vans.

2. ENGAGEMENT OF CONTRACTOR

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract and consistent with the applicable industry and professional standards.

3. SCOPE OF SERVICE

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

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

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

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

4. PRIOR PERFORMANCE PROHIBITED

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

- A. If this is a contract that requires approval of the Wayne County Commission, this Contract is approved by the Wayne County Board of Commissioners and executed by the Chief Executive Officer; or
- B. If this is a contract that does not require approval of the Wayne County Commission, this Contract is executed by the Chief Executive Officer or a purchase order is issued.

The Contractor shall not rely on representations of any person who purports to authorize performance or payment contrary to section 120-50. If the Contractor provides performance or accepts payment prior to approval and execution as required by section 120-50, it does so at its own risk, and, to the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County against any and all expenses and liability of any kind the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be responsible for a municipal civil infraction punishable by a fine of up to \$500.00 and shall be liable for any and all expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out of the Contractor's violation of section 120-50, and may be debarred from further County contracts.

5. TERM OF CONTRACT

5.01 This Contract begins upon approval by the Wayne County Commission and ends three (3) years after, with an option for a two (2)-year extension, which may be exercised at the discretion of the County upon Commission approval. The Contractor must expediently perform the services to achieve the objectives of this Contract. Any work done prior to the beginning of this Contract shall be at the Contractor's own risk.

6. DATA TO BE FURNISHED TO CONTRACTOR

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

7. PERSONNEL

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

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

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

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

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

8. ADMINISTRATION

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

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

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

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

9. COMPENSATION AND METHOD OF PAYMENT

9.01 The County agrees to pay the Contractor at the rates in **Appendix B**, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in **Appendix B**. Maximum compensation shall not exceed Five Hundred Thousand Dollars (\$500,000.00).

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

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

9.04 The Contractor must first direct invoices to the attention of the County's Accounts Payable Department located on the 14th Floor of 500 Griswold, Detroit, Michigan 48226 by mail or by e-mail at wcinvoices@waynecounty.com, with a copy to the attention of the individual specified in the Notice provisions, Article 19.

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

10. RECORDS - ACCESS

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

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

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

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

11. RELATIONSHIP OF PARTIES

11.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to indemnify, defend, and hold the County harmless against any claim based in whole or in part on an allegation that the Contractor or any of its agents, employees or subcontractors qualify as employees of the County, and against any related costs or expenses, including but not limited to legal fees and defense costs.

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

12. INSURANCE

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

12.02 Contractor shall maintain at least the following minimum coverage:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Umbrella or Excess Liability Policy in an amount not less than \$5,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- E. Garage Keepers Liability with limits of no less than \$1,000,000 per accident.

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

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

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

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

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

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

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

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

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

form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

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

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

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

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

13. INDEMNIFICATION

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

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

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

13.03 The Contractor may not hold the County liable for any personal injury incurred by the employees, agents or consultants of the Contractor while working on this Contract which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence of the County or any employee of the County acting within the scope of their employment. The Contractor agrees to indemnify, defend, and hold the County harmless from and against any such claim by the Contractor's employees.

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

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

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

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

14. BANKRUPTCY OR INSOLVENCY

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

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

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

15. NOTICE OF MATERIAL CHANGES

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

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

16. TERMINATION

16.01 The County may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least thirty (30) days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the County will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the

basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Contract is satisfied. The parties agree that no payments under this section will exceed the amount payable under Article 9.

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

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

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

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

16.05 Any intentional failure or delay by the Contractor to deliver the Records to the County promptly upon termination of this Contract will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Contractor shall pay the County five hundred dollars (\$500.00) per day as liquidated damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records to which the Contractor hereby consents as well as all applicable damages and costs. The County shall have unrestricted use of the Records for the purpose of

completing the services.

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

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

17. ETHICS IN CONTRACTING

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

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

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

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

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

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

18. NON-DISCRIMINATION PRACTICES

18.01 The Contractor and its subcontractors must comply with:

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

- G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. County shall promptly give notice of any such provisions to Contractor during the term of the Contract.

18.02 The Contractor and its subcontractors must not:

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

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

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

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

18.06 Breach of any section 120-192 of the Wayne County Procurement Ordinance or of the covenants in this Article may be regarded as a material breach of this Contract.

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

- A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
- B. Cancellation, termination or suspension of this Contract, in whole or in part;
- C. Disqualification from bidding on future contractors for a period of no more than three (3) years;
- D. Referral to Corporation Counsel for consideration of injunction, liquidated damages or other remedies; and/or
- E. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of five hundred dollars (\$500.00) per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Wayne County Purchasing Director, in consultation with the Wayne County Director of Human Relations and Corporation Counsel. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance shall be paid by the Contractor.

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

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

19. NOTICES

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

If to the Contractor:

Jordan Barker
Commercial and Fleet Manager
Mission Ford of Dearborn, Inc.
14585 Michigan Ave.
Dearborn, MI 48126
Phone: (313) 846-5000
E-mail: jbarker@missionfordofdearborn.com

If to the County:

John Wadsworth
Department of Public Services
Equipment Division
29900 Goddard Road, Bldg. #1
Romulus, MI 48174
Phone: 734-955-2189
E-mail: jwadsw01@waynecounty.com

And

Director of Administration
WCDPS
400 Monroe, 3rd Floor
Detroit, MI 48226

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

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

20. JURISDICTION AND LAW

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

21. CONFIDENTIAL INFORMATION

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

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

22. COMPLIANCE WITH LAWS

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

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

23. CHANGES IN SCOPE/SERVICE

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

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

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

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

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

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

23.06 Any adjustment in the Contract price shall be computed in the manner as the parties may

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

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

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

24. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

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

24.08 Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

25. PROMPT PAYMENT

25.01 If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each such subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract. Unless alternate terms which have a similar purpose and effect are otherwise agreed upon in writing, the Contractor shall make payment within forty five (45) days after satisfaction of the subcontract and receipt of a complete invoice therefore. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within ten (10) days after receipt of the invoice. The forty five (45) day period shall be extended by each day over five (5) days which the subcontractor takes to make a correction. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the County to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

26. SUBCONTRACTING AND ASSIGNMENT

26.01 The Contractor may subcontract with the companies listed in Appendix C, List of Subcontractors. Appendix C shall identify each such subcontract by stating the name and address of the subcontractor, describing in a general manner the services that will be subcontracted, and stating the percentage of this Contract, by dollar value, that will be subcontracted. The Contractor shall not terminate any subcontractor, without the County's prior written approval. Such approval shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor shall provide the County with immediate notice when a Wayne County-based subcontractor is terminated or substantially displaced by a subcontractor who is not so qualified. The Contractor must also direct notices to the attention of the individual specified in the Notice provisions, Article 19. The Contractor must not assign this Contract, nor any part, or subcontract any of the work or services to be performed without the County's prior written approval. Any unauthorized assignment or transfer will be considered a breach of this Contract and result in the termination of the Contract at the County's discretion. If the Contract is not terminated, the assignment shall be deemed null and void.

27. LIQUIDATED DAMAGES

27.01 The Contractor shall perform the services according to the schedule contained in **Appendix A**. The Contractor shall be responsible for any loss or damage which results from failure to timely perform the services. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the Contractor shall pay liquidated damages as indicated. If Contractor does not have the services completed according to the scheduled date, then Contractor shall provide a revised Delivery Date. Contractor shall pay to the County as fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the specified Delivery Date and the date that Contractor actually completes the services, an amount of one thousand dollars (\$1,000.00) per day. The liquidated damages shall first be set off against the unpaid portion of the Contract price.

28. MISCELLANEOUS

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

28.02 Articles 10, 12, 13, 19, and 21 survive termination of the Contract.

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

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

28.05 Neither party is responsible for force majeure events. If there is a dispute between the

parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.

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

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

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

28.09 The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Contractor. The Contractor must defend the claim in the name of the County, at the Contractor's expense. The Contractor must indemnify the County against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

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

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

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

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

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

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

29. AUTHORIZATION AND CAPABILITY

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

[SIGNATURES ON FOLLOWING PAGE]

30. SIGNATURE

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

CONTRACTOR

By:  - *warren*

Its: COMMERCIAL & FLEET MANAGER

Date: 9-3-2024

COUNTY OF WAYNE

DocuSigned by:

By:  *Brian Manning for*

Its: WARREN C. EVANS

COUNTY EXECUTIVE

Date: 11/26/2024 | 2:00:42 PM EST

APPROVED AS TO FORM:

BY: NELLIE J.L. LEE

DEPT OF CORPORATION COUNSEL

DATE: 9/3/2024

APPENDIX A: SCOPE OF SERVICES

1 Objectives and Purpose/Scope of Work:

The Contractor shall provide Ford original equipment manufacturer (OEM) parts and repairs to the County of Wayne for commercial and medium duty diesel and gas trucks and vans. Only Ford authorized commercial dealerships capable of providing factory approved parts, warranty assistance and certified repairs will be accepted.

2 Specifications:

Vehicle Parts

The Contractor, upon request, must be able to identify and provide Wayne County Ford part numbers per application, utilizing provided vehicle identification numbers. Contractor must provide Wayne County daily parts delivery during normal working hours at no additional charge to Wayne County.

The Contractor will furnish one copy of each current Manufacturer Parts Price List referenced, and the Labor Guideline. The Contractor shall provide copies of any changes during the term of the contract. All parts price and labor guidelines referenced are to be submitted before the County of Wayne executes the contract. Price Books shall not be submitted with the bid.

The normal workweek for Central Maintenance Yard - Division of Equipment is 7:00 a.m. - 3:30 p.m., Monday through Friday. The Contractor must provide service during these hours.

The Contractor must supply a contact person who will be notified by the Division of Equipment when an emergency exists and support becomes necessary.

Repairs

The Contractor will provide repairs to Ford vehicles only after a written estimate of the itemized part and labor has been submitted and authorization by a designated representative of Wayne County Equipment has been given. Written estimates must be received within one week of receiving vehicle and repaired within two weeks after Wayne County approval of the written estimate with the exception to collision repairs which will be granted thirty days from approval.

Parts must be factory-approved with warranty assistance and certified repairs.

3 Contract Term:

This Contract begins upon approval by the Wayne County Commission and ends three (3) years after, with an option for a two (2)-year extension, which may be exercised at the discretion of the County upon Commission approval.

4 Additional Scope/Specifications:

4.1 Service Security of Building and Property Requirements:

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

4.2 Service Equipment Requirements:

The Contractor is responsible for providing its own computer equipment and information

technology systems, unless specified otherwise under this Contract.

4.3 Warranty:

All repairs shall be warranted against defects in parts and workmanship. The Contractor must provide, in writing, the warranty program for parts/repairs included in the resulting contract.

4.4 Service Inspection and Correction of Deficiencies Requirements:

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

4.5 Service Capabilities:

The Contractor must supply a contact person who will be notified by the Wayne County Department of Public Services' Division of Equipment when an emergency exists, and support becomes necessary. The Contractor will provide professionals who are current with professional development and will provide such documentation as necessary to show compliance.

4.6 Ordering of Services:

Repairs to Ford vehicles shall only be made after an itemized part and labor estimate has been submitted and authorization by a designated representative of Wayne County has been given.

4.7 Customer Service:

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

4.8 Roles and Responsibilities:

The Contractor will not subcontract the responsibilities outlined in this Contract without prior written approval.

4.9 Delivery Acceptance Criteria:

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

4.12 Service Level Agreements:

NOT APPLICABLE

4.13 Milestones:

NOT APPLICABLE

4.14 Training:
NOT APPLICABLE

4.15 Success Criteria:
The Contractor is responsible for the successful performance of all requirements outlined in this Contract.

APPENDIX B: COMPENSATION

Ford Part Number	Description	LIST PRICE	Price with Discount (Net)
5C3Z-6007	DARM REMAN ENG ASY	\$16,117.65	\$14,960.40
4C3Z-9P456-AJ	COOLER - EGR	\$574.55	\$345.07
3C3Z-9439-AA	GASKET - INTAKE MANIFOLD	\$24.08	\$16.90
XO-15W40-5Q3SD	MOTORCRAFT SAE 15W-40	\$6.32	\$5.18
VC-7-B	ANTI-FREEZE	\$28.53	\$23.37
3C3Z-9C968-AA	REGULATOR-FUEL PRESSURE	\$509.90	\$305.76
5C3Z-12B637-BA	WIRE ASY	\$1,231.00	\$631.80
5C3Z-9D930-A	WIRE ASY	\$286.45	\$172.04
4C2Z-12A690-AB	WIRE ASY	\$65.33	\$42.34
5C3Z-12A690-A	WIRE ASY	\$73.83	\$48.38
3C3Z-6754-BA	TUBE-OIL LEVEL INDICATOR	\$136.00	\$74.26
3C3Z-6A642-CA	KIT	\$479.82	\$285.01
3C3Z-6051-CB	GASKET-CYLINDER HEAD	\$286.15	\$203.11
3C3Z-6584-AA	GASKET-VALUE ROCKER ARM COVE	\$32.62	\$23.15
3C3Z-6584-BA	GASKET-VALUE ROCKER ARM COVE	\$57.69	\$40.50

Description	Hourly Labor Rate
Trucks/Vans: F350 – F650 with 7.3 or 6.0 Diesel	\$160 Per Hour

Maximum compensation shall not exceed Five Hundred Thousand Dollars (\$500,000.00).

APPENDIX C: LIST OF SUBCONTRACTORS

[Not Applicable]



THE CHARTER COUNTY OF WAYNE, MICHIGAN
INVITATION FOR BIDS
FOR
OEM PARTS & REPAIRS FOR FORD COMMERCIAL
MEDIUM DUTY TRUCKS & VANS
CONTROL NO. 37-24-064

IFB TIMETABLE

ACTION	DATE	TIME
IFB Issue Date	05/01/2024	
Bidder's Questions Due	05/08/2024	4:00 PM LOCAL TIME
Responses to Bidder's Questions*	05/15/2024	
Bid Responses Due	05/31/2024	1:00 PM LOCAL TIME
Virtual Bid Opening (See Pg. 2 for link)	05/31/2024	1:15 PM LOCAL TIME
Contract Start Date**	TBD	

* If Necessary

** Estimated Dates

Procurement Contact: Erika Hunter, Strategic Sourcing Analyst
Phone: (313) 224-2310
ehunter@waynecounty.com

Description: The County of Wayne is requesting bids for OEM parts & repairs for Ford commercial and medium duty trucks & vans

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



VIRTUAL BID OPENING LINK:

Join Zoom Meeting

<https://waynecounty.zoom.us/j/89018793392?pwd=xAiduG36Esqgj3Fqf0f6zrlHzHCO8g.1>

Meeting ID: 890 1879 3392

Passcode: 309992

One tap mobile

+16465588656,,89018793392#,,,,*309992# US (New York)

+16469313860,,89018793392#,,,,*309992# US

Dial by your location

• +1 646 558 8656 US (New York)

• +1 646 931 3860 US

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 720 707 2699 US (Denver)

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

• +1 346 248 7799 US (Houston)

• +1 360 209 5623 US

• +1 386 347 5053 US

• +1 507 473 4847 US

• +1 564 217 2000 US

• +1 669 444 9171 US

• +1 689 278 1000 US

• +1 719 359 4580 US

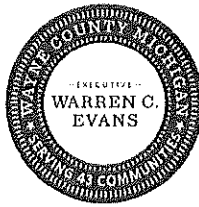
Meeting ID: 890 1879 3392

Passcode: 309992

Find your local number: <https://waynecounty.zoom.us/j/ketpnW4QWZ>

Join by SIP

• 89018793392@zoomcrc.com



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APPENDICES

- Appendix A** – Price Sheet
- Appendix B** – Professional Services Agreement
- Appendix C** – Consortium Agreement



PART 1 – INVITATION FOR BIDS (IFB)

SECTION 1.0 – INTRODUCTION & INSTRUCTIONS:

1.1 Introduction/Background

INTRODUCTION: Through this Invitation for Bids (IFB), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit bids to provide Original Equipment Manufactured (OEM) parts and repairs to the County of Wayne for commercial and medium duty diesel and gas trucks and vans. Only Ford authorized commercial dealerships capable of providing factory approved parts, warranty assistance and certified repairs will be accepted.

GENERAL WAYNE COUNTY INFORMATION: Situated in the heart of the Great Lakes region along the beautiful Detroit River, Wayne County is the 19th most populous county in the United States. With 43 distinct communities including the automotive capital of the world - Detroit, Wayne County is rich in history, culture, arts, and world-class amenities. We take pride in being one of the most diverse counties in the United States; a place where different cultures come together to offer a truly cosmopolitan experience.

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

1.2 Objective

The general objectives of this solicitation are the following:

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

1.3 Overview of Solicitation (IFB) Document

The solicitation is composed of the following 2 parts:

PART 1: INVITATION FOR BIDS

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



- Section 2.0: MINIMUM QUALIFICATIONS: Specifies the requirements a Bidder must meet in order to be considered for evaluation.
- Section 3.0: SPECIFICATIONS AND SCOPE OF WORK: Sets forth a description of the required Ford OEM parts and repairs of commercial and medium duty diesel and gas trucks and vans.
- Section 4.0: BIDDING, EVALUATION, SELECTION & AWARD PROCESS: Includes information on how bids will be evaluated, selected and awarded.

PART 2: SUPPLIER SUBMITTAL REQUIREMENTS (CHECKLIST)

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

1.4 Contact with Wayne County Personnel

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

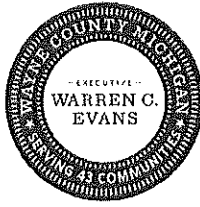
If it is discovered that a Bidder contacted and received information regarding this Solicitation from any Wayne County personnel other than the person specified above, the Wayne County Procurement Director, at his / her sole discretion may disqualify its bid from further consideration. Only those communications made by the Procurement Department contact in writing will be binding with respect to this IFB.

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

1.5 Wayne County Rights & Responsibilities

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

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



It is the Bidder's responsibility to periodically check the source of the IFB until the posted bid deadline to obtain any issued addenda. However, Wayne County will make reasonable efforts to inform all bidders of any clarifications, modifications, or amendments.

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

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

1.6 Subcontractors

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

Subcontractors (or their assignments), as it pertains to the specifications/scope of work may not be changed without prior written approval by the County. The Contract will not be assignable to any other business entity without the County's approval. Bidders are encouraged to consider a joint venture.

1.7 Disqualification of Bidders

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

- a. Evidence of collusion among bidders
- b. Lack of competency as revealed by either financial, experience, or equipment statements
- c. Lack of responsibility as shown by past work
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded
- e. Being in arrears on existing contracts, in litigation with the County, or having defaulted on previous contracts.

1.8 Freedom of Information Act (FOIA)

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

1.9 Disclosure of Contents



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

Bidders must make no other distribution of their bids other than authorized by this IFB. A Bidder who shares cost information contained in its bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

1.10 County-Based Enterprise (and other) Advantage Programs

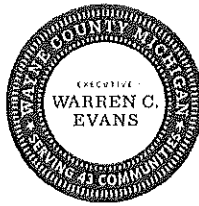
Wayne County administers a procurement program that gives pricing advantages (equalization credits) to businesses located within Wayne County and to businesses located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River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

County Based Enterprise / Targeted Growth Community Enterprise Equalization Allowance Table

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

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

Certification Eligible for Equalization Credits	Equalization Percentage
Small Business Enterprise (SBE)	2%



Expanding Business Enterprise (EBE)	2%
Joint Venture (JV)	2%
Mentor Venture (MV)	2%
Veteran Enterprise (VE)	2%

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

If you have questions regarding certification or to apply for certification please visit Human Relations website at <https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx> or call the office (313) 224-5021.

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

1.11 Final Agreement Award Determination

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

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

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

1.12 Conflict of Interest

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



1.13 Gratuities

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

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

1.14 Compliance with Laws

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

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

1.15 Cooperative Contract (Optional)

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

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

As it applies to cooperative agreements, participation in the cooperative program is not a mandatory component or requirement in this solicitation in order for a Bidder to receive an award. Bidders have the option to be considered for a County agreement only or for both a County and cooperative agreement.

Purpose of Cooperative Contract

1. Provide governmental agencies opportunities for greater efficiency in procuring goods and services
2. Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts
3. Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity



4. Provide quick and efficient delivery of goods and services
5. Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.

Administrative Fees

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

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

1.16 Bid Guarantee

NOT APPLICABLE

1.17 Performance and Payment Bonds

NOT APPLICABLE

1.18 Pre-Bid Meeting and Site Visit

NOT APPLICABLE

1.19 Definitions (Optional)

NOT APPLICABLE



SECTION 2.0 – MINIMUM QUALIFICATIONS

2.1 Adherence to Minimum Qualifications (Pass/Fail)

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

- a) The Bidder must be a Ford Motor Company authorized commercial dealer with a diesel mechanic and capable of providing OEM parts and performing all warranty, diagnostic, general and specialized repairs and service support; and
- b) The Bidder must be located within thirty (30) miles of Wayne County Roads Department of Public Services Division of Equipment, located at 29900 Goddard Road Romulus Michigan, 48174, verifiable by Google maps, to accommodate County personnel in delivering equipment for repair.

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



SECTION 3.0 – SPECIFICATIONS AND SCOPE OF WORK

3.1 Objectives and Purpose

The successful Bidder (Contractor) shall provide Ford original equipment manufacturer (OEM) parts and repairs to the County of Wayne for commercial and medium duty diesel and gas trucks and vans. Only Ford authorized commercial dealerships capable of providing factory approved parts, warranty assistance and certified repairs will be accepted.

3.2 Specifications

Vehicle Parts

The Contractor upon request must be able to identify and provide Wayne County Ford part numbers per application, utilizing provided vehicle identification numbers. Contractor must provide Wayne County daily parts delivery during normal working hours at no additional charge to Wayne County.

The Contractor will furnish one copy of each current Manufacturer Parts Price List referenced, and the Labor Guideline. The Contractor shall provide copies of any changes during the term of the contract. All parts price and labor guidelines referenced are to be submitted before the County of Wayne executes the contract. Price Books shall not be submitted with the bid.

The normal workweek for Central Maintenance Yard - Division of Equipment is 7:00 a.m. - 3:30 p.m., Monday through Friday. The Contractor must provide service during these hours.

The Contractor must supply a contact person who will be notified by the Division of Equipment when an emergency exists and support becomes necessary.

Repairs

The Contractor will provide repairs to Ford vehicles only after a written estimate of the itemized part and labor has been submitted and authorization by a designated representative of Wayne County Equipment has been given. Written estimates must be received within one week of receiving vehicle and repaired within two weeks after Wayne County approval of the written estimate with the exception to collision repairs which will be granted thirty days from approval.

Parts must be factory approved with warranty assistance and certified repairs.

Warranty: All repairs shall be warranted against defects in parts and workmanship.

Pricing /Payment

Pricing must be a discount from the manufactures list price column only, or bid will be deemed nonresponsive. Bidder must list media used and description for parts reference, such as Internet Site, Book and/or CD. Bidder must list reference by name, number, and effective date and the discount to be applied.

Billing invoices to include parts and labor only, no misc. shop supplies or added misc. fees.



It is the responsibility of the Contractor to keep track of the remaining funds. The County will not assume the responsibility of paying any invoices that exceed amount on release.

Price Adjustments

The discount from list shall remain fixed throughout the life of the contract. The price list used to compute the selling price may be changed to a more current price list with 30 days advance notice and submission of the new price list to the County, with all changes approved in the form of a modified purchase order.

3.3 Contract Term

The term of the resultant contract shall be for a period of THREE (3) years from the date of award, with an additional TWO (2) YEAR extension options, which may be exercised at the discretion of Wayne County.

3.4 Additional Specifications

3.4.1 Service Work Schedules

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

3.4.2 Service Security of Building and Property Requirements

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

3.4.3 Service Equipment Requirements

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

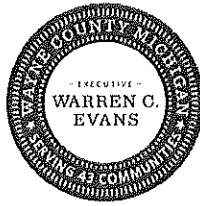
3.4.4 Service Consumable Supplies Requirements

NOT APPLICABLE

3.4.5 Service Inspection and Correction of Deficiencies Requirements

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

3.4.6 Service Capabilities



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

3.4.7 Ordering of Services

As specified in the scope of this IFB.

3.4.8 Customer Service

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

3.4.9 Roles and Responsibilities

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

3.4.10 Delivery Acceptance Criteria

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

3.4.11 Service Level Agreements

NOT APPLICABLE

3.4.12 Milestones

NOT APPLICABLE

3.4.13 Training

NOT APPLICABLE

3.4.14 Success Criteria

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



SECTION 4.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key information and activities as well as instructions to Bidders on how to prepare and submit their response:

4.1 Wayne County Responsibility

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

4.2 Truth and Accuracy of Representations

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

4.3 Bidder Q&A

Bidders may submit written questions regarding this IFB, by the questions deadline date, to the individual identified on the cover page. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB.

When submitting questions please specify the IFB section and paragraph number, and quote the language that prompted the question. This will ensure that the issue can be quickly found in the IFB. Wayne County reserves the right to group similar questions when providing answers.

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

4.4 Preparation of the Bid

Each Bidder must submit a complete response to this IFB. The bid must remain valid for at least 180 days from the due date for responses to this IFB.

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

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



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

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

4.5 Bid Submission Requirements

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

- 1) Bids, all attachments, and any modifications or withdrawals, must be submitted electronically through the BidNet Direct (MITN) Bid System (<https://www.bidnetdirect.com/>). Bidders should provide the documents



in a modifiable form (e.g., Microsoft Word or Excel), but have the option to also provide copies of any documents in a non-modifiable form (e.g. PDF) with the sole exception of any pricing which must be provided in Excel format, when an Excel Pricing Sheet is provided. Bidder's failure to submit a bid as required may result in disqualification of such bid. The bid and attachments must be fully uploaded and submitted prior to the due date and time identified above.

Bids received after the deadline will not be accepted.

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

- 2) The opening/downloading of a bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bid.
- 3) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the IFB, specifications and terms of the Form of Contract, and the County's Procurement Ordinance, and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- 4) Bids sent by facsimile, telegraph, or email will not be considered.
- 5) All costs incurred in the preparation and presentations of the bid, as well as any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the County.

4.6 Duplicate Bids

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

4.7 Withdrawal

Bids may be withdrawn through the BidNet Direct System prior to the bid deadline indicated on the cover page of this IFB. No bid may be withdrawn after the deadline for submission.

4.8 Evaluation Process

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

- A. Wayne County may contact the Bidder for clarification of the bid
- B. Wayne County may require the Bidder to submit additional and/or supporting materials



- C. Responsive bids will be evaluated on the factors identified in this IFB. The Bidder(s) whose bid is advantageous to the County, taking into consideration the evaluation factors, will be recommended for award approval.

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

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

4.9 Optional Tools to Enhance Evaluation Process

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

4.9.1 Clarifications

Wayne County may issue a clarification request, in writing, to one or all Bidders. A clarification request does not allow a Bidder to change its bid. The clarification response may include additional information to address any ambiguities or deficiencies in the bid.

4.10 Wayne County Option to Reject Bids

The County reserves the right to: reject any or all bids (in whole or in part); to award in whole or in part; to award by line item; and, to waive any minor informality or irregularity in bids received, if it is determined by the Procurement Director or designee that the best interest of the County will be served by doing so. The County may reject any bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other penalty within the two (2) years immediately preceding the date of issuance of this document.



PART 2 – SUPPLIER SUBMITTAL REQUIREMENTS

SECTION 5.0 – REQUIRED DOCUMENTATION AND FORMS

(Mandatory Minimum Requirements Checklist)

<input checked="" type="checkbox"/>	DOCUMENTATION AND FORMS
<input type="checkbox"/>	5.1 Demonstrate that the Bidder meet the minimum qualifications outlined in Section 2.0, which may be accomplished by submitting the following: <ul style="list-style-type: none"> • Completed References Form • Completed Business Information Questionnaire portion of the Ethics in Contracting Form • Resumes for key personnel • Licenses/Certificates
<input checked="" type="checkbox"/>	5.2 Signed Bid Form – must be submitted with bid
<input checked="" type="checkbox"/>	5.3 Pricing Sheet [Appendix A] – must be submitted with bid
	OTHER FORMS (Download*, complete and include with your bid)
<input checked="" type="checkbox"/>	5.5 Response to Specifications/Scope of Work Requirements Form
<input checked="" type="checkbox"/>	5.6 Terms and Conditions Form
<input checked="" type="checkbox"/>	First Tier Subcontractor Designation Form
<input checked="" type="checkbox"/>	Ethics in Contracting Vendor Form with Business Information Questionnaire
<input checked="" type="checkbox"/>	W-9 Form
<input checked="" type="checkbox"/>	Fair Employment Practices (FEP) Certificate. Complete the on-line application and print (PDF) a hard copy of your company's application and include with your bid. Apply on-line at: https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx
<input checked="" type="checkbox"/>	Certificate of Insurance listing current coverages

* Download Forms that are not included at:

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



5.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS
(Outlined in Section 2.0)

Complete the following information for a minimum of three (3) customer references for products/services of similar scope of this IFB.

Reference 1:

Entity Name: LINCOLN OF TROY	Contact Name and Title: KATHY FITAL CONTROLLER
City: TROY	State: MICHIGAN
Phone Number: 877-357-0479	Email Address: KFITAL@LINCOLN OF TROY.COM
Years Serviced/Date of Project: 2 YRS	Annual Volume/Contract Amount: \$42,370
Description of Project or Services: PARTS, SERVICE & BODY SHOP	

Reference 2:

Entity Name: DEALER AUTO PARTS	Contact Name and Title: JUDY DREHER OFFICE MANAGER
City: REDFORD	State: MICHIGAN
Phone Number: 313-255-6640	Email Address: JDREHER@DEALERAUTOPARTSSALES.COM
Years Serviced/Date of Project: 2 YRS AS MISSION FORD 10 YRS AS FAIRLANE	Annual Volume/Contract Amount: \$109,879
Description of Project or Services: FORD PARTS & AFTERMARKET PARTS	

Reference 3:

Entity Name: VILLAGE FORD INC.	Contact Name and Title: LORI DANIELS OFFICE MANAGER
City: DEARBORN	State: MICHIGAN
Phone Number: 313-565-3900	Email Address: LORI@VILLAGE FORD .NET
Years Serviced/Date of Project: 2 YRS AS MISSION FORD 10 YRS AS FAIRLANE	Annual Volume/Contract Amount: \$116,943
Description of Project or Services: FORD PARTS	



5.2 BID FORM

BID FORM

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

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

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Bidders, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): #1, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

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

COMPLIANCE:

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

NONCOLLUSION:

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

PERFORMANCE BOND(S):

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

SUBMITTAL REQUIREMENTS:


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



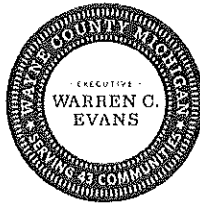
No bid shall be accepted which has not been signed in the appropriate space below.

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

For clarification of this offer, contact:

Company Name: MISSION FORD OF DEARBORN SALES, INC.	Name: JORDAN BARKER
Address: 14585 MICHIGAN AVE	Title: COMMERCIAL & FLEET MANAGER
City: DEARBORN State: MICHIGAN Zip: 48126	Phone: 313-216-1088
*Signature of Authorized Person 	Fax: 313-846-7365
Printed Name JORDAN R BARKER MEND	Email: JBARKER@MISSIONFORDOFDEARBORN.COM

*Bid Form must be signed by an authorized representative.



5.3 PRICING SHEET AND OTHER PRICING REQUIREMENTS

Complete APPENDIX A (Pricing Sheet), with the following considerations:

5.3.1 *Tax Excluded from Price*

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

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

5.3.2 *Special Incentives*

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

5.3.3 *Price Stability Guarantee*

For the first twelve months of the Agreement, Contractor must guarantee to provide the goods/services at the rates outlined in the bid submission.

5.3.4 *Bid Pricing*

Bid pricing must reflect Net 45 payment terms.

5.4 BID GUARANTEE/BID BOND

NOT APPLICABLE



5.5 RESPONSE TO SPECIFICATIONS/SCOPE OF WORK REQUIREMENTS FORM

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

Section 3.1	Objectives and Purpose
Section 3.2	Specifications
Section 3.3	Contract Term
Section 3.4	Additional Specifications

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

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

Initial Here:



5.6 TERMS AND CONDITIONS FORM

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

Confirmation of review of Terms & Conditions

I have reviewed the terms and conditions.

YES

NO

I have thoroughly reviewed the "insurance requirements" section and can meet the requirements, if awarded the contract.

YES

NO

I accept all the terms and conditions outlined.

YES

NO

Company Representative's Name JORDAN BARKER

Company Name MISSION FORD OF DEARBORN SALES, INC.

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

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

.....

Cooperative Contract (Optional)

I agree to extend our pricing to other municipalities and counties across the state, including school districts and local governmental entities, and agencies for the public benefit ("Public Agencies"), through the Collaborative Procurement Plus ("CoPro+") program, which includes the reporting and administrative fee requirements.

YES

NO



5.7 BIDDER QUESTIONNAIRE

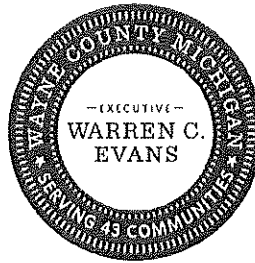
Failure to complete the following form(s) may result in your Bid being deemed non-responsive and rejected without any further evaluation.

Describe how you meet the following Minimum Qualification:

1. Provide proof that your company is an authorized Ford Motor Company commercial dealership capable of providing parts and that your company has a diesel mechanic capable of performing all warranty, diagnostic, general and specialized repairs. Attach any licenses/documentation.
2. The Bidder must be located within thirty (30) miles of Wayne County Roads Department of Public Services Division of Equipment, located at 29900 Goddard Road Romulus Michigan, 48174, verifiable by Google maps to accommodate County personnel in delivering equipment for repair. Provide full address and mileage in the space below:

Address	City	State	Zip Code	Mileage
14585 MICHIGAN AVE	DEARBORN	MI	48126	11.6 MILES

3. The Bidder must provide, in writing, the warranty program for OEM Parts / Certified Repairs for items included in this IFB. All repairs shall be warranted against defects in parts and workmanship. Attach any needed documentation.



WAYNE COUNTY PROCUREMENT DIVISION

**INVITATION FOR BID
FOR
FORD COMMERCIAL PARTS AND REPAIRS**

CONTROL #37-24-064 ADDENDUM NO. # 1

ADDENDUM ISSUE DATE: WEDNESDAY, MAY 15, 2024

This Addendum is being issued prior to the acceptance of Proposals to allow for the following answers to questions:

QUESTIONS AND ANSWERS:

1. Can we bid "Parts Only, No service" for this Bid?

ANSWER: Per Section 2.1 (Minimum Qualifications), *"Interested and qualified Bidders that can demonstrate their ability to successfully provide the services/products outlined in the Scope of Work/Specifications section of this IFB are invited to submit bid(s)..."*



APPENDIX
Consortium Agreement & Terms
SOLICITATION # 37-24-064

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

Cooperative Purchasing Consortium

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

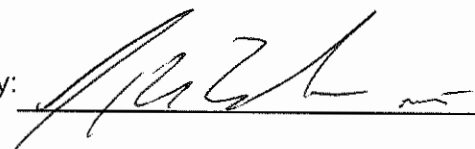
Administrative Fees

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

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

Signature

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

By: 

Date: 7-1-2024

Its: COMMERCIAL & FLEET MANAGER



5.2 BID FORM

BID FORM

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

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

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Bidders, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): # 1, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

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

COMPLIANCE:

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

NONCOLLUSION:

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

PERFORMANCE BOND(S):

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

SUBMITTAL REQUIREMENTS:


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



No bid shall be accepted which has not been signed in the appropriate space below.

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

For clarification of this offer, contact:

Company Name: MISSION FORD OF DEARBORN SALES, INC.	Name: JORDAN BARKER
Address: 14585 MICHIGAN AVE	Title: COMMERCIAL & FLEET MANAGER
City: DEARBORN State: MICHIGAN Zip: 48126	Phone: 313-216-1088
*Signature of Authorized Person 	Fax: 313-846-7365
Printed Name JORDAN P BARKER NEW	Email: JBARKER@MISSIONFORDOFDEARBORN.COM

*Bid Form must be signed by an authorized representative.

**WAYNE COUNTY HUMAN RELATIONS/BUSINESS INCLUSION DIVISION
FIRST TIER SUBCONTRACTOR DESIGNATION FORM**

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

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

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

1. CONTRACT NUMBER: 37 - 24 - 064 (Number on Bid Announcement)

TCM NUMBER: _____ (Internal use only)

2. CURRENT AND/OR CUMULATIVE CONTRACT (Check one):

☒ SUPPLIES/SERVICES contract (over \$50,000? ☒ YES ☐ NO)

OR

☐ CONSTRUCTION contract (over \$100,000? ☐ YES ☐ NO)

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

☐ YES* ☒ NO

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

4. Are there any related parties between the subcontractor(s) and any contract managers for this proposed contract? (Check one) ☐ YES* ☒ NO

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

Prime Company Name: <u>MISSION FORD OF DEARBORN SALES, INC.</u>		Fed Tax ID: <u>86-2950214</u>	
Address: <u>14585 MICHIGAN AVE</u>			
City: <u>DEARBORN</u>	County: <u>WAYNE, MICHIGAN</u>	State:	Zip: <u>48152</u>
Phone: (<u>313</u>) <u>216-1088</u>		Fax: (<u>313</u>) <u>846-7365</u>	
Authorized Contact Person: <u>JORDAN BARKER</u>		Email: <u>JBARKER@MISSIONFORDOFDEARBORN.COM</u>	

I declare that all of the information contained in this form is complete and accurate to the best of my knowledge and, as signatory, am authorized to bind the contractor.

Print Name: JORDAN BARKER Title: COMMERCIAL & FLEET MANAGER

Signature: [Signature] Date: 5/29/2024

SUBCONTRACTOR LIST

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

Prime Contractor Name _____

Contract # _____

Subcontractor # _____

TCM# _____ (Internal use only)

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

Are there any related parties between the subcontractor(s) and any contract managers for this proposed contract? (Check one) ☐ YES* ☒ NO

*If there are any related parties, please provide the name(s) and relevant relationship here:
(Attach additional pages as needed)

Name: _____ Relationship: _____

Department: _____ Title: _____

Subcontractor # _____

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

Are there any related parties between the subcontractor(s) and any contract managers for this proposed contract? (Check one) ☐ YES* ☒ NO

*If there are any related parties, please provide the name(s) and relevant relationship here:
(Attach additional pages as needed)

Name: _____ Relationship: _____

Department: _____ Title: _____

ETHICS IN CONTRACTING VENDOR FORM

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

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

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

If Yes: Name: _____ Relationship: _____
Department: _____ Title: _____

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

If Yes: Name: _____
Department: _____ Title: _____

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

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

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

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

ETHICS
CERTIFICATION

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

Name (Please Print): JORDAN BARKER

Signature:  Date: _____

Company Name: MISSION FORD OF DEARBORN SALES, INC

Company Tax ID #: 86-2950214

ETHICS
DEFINITIONS

Contract Manager

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

Immediate Family

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

Substantial Financial Interest

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

BUSINESS INFORMATION QUESTIONNAIRE

Please complete the following:

1. Company's official registered name

MISSION FORD OF DEARBORN SALES, INC.

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

ESTABLISHED AUGUST 2ND 2021 - FORMALLY FAIRLAME FORD SALES, INC.

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

N/A

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

CORPORATION - ESTABLISHED AUGUST 2ND 2021

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

PAUL SABATINI - PRESIDENT, JOHN MARKOWSKI - GM, MIKE SERVICE JORDAN - FLEET BROOKS - MGR, BARKER - MGR

6. Corporate office location

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

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

14585 MICHIGAN AVE, DEARBORN MI 48126. SEE ATTACHED FOR CONTACTS

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

PAUL SABATINI - OWNER / PRESIDENT

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

N/A

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

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

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

MISSION FORD OF DEARBORN

MAIN: 313-846-5000

FAX: 313-846-1485

KEY CONTACTS

- **PAUL SABTABINI – OWNER/PRESIDENT**

Psabatini@Lincolnoftroy.com

- **KATHY DEGRIPP – CONTROLLER**

Direct: 313-216-1052

Kdegripp@Missionfordofdearborn.com

- **JOHN MARKOVSKI – GENERAL SALES & NEW CAR MANAGER**

Direct: 313-216-1069

jmarkovski@Missionfordofdearborn.com

- **MIKE BROOKS – SERVICE MANAGER**

Direct: 313-216-1067

Mbrooks@Missionfordofdearborn.com

- **JOE WOOLLEY – PARTS MANAGER**

Direct: 313-216-1062

jwoolley@Missionfordofdearborn.com

- **DIEDRA GEORGE – BODY SHOP MANAGER**

Direct: 313-216-1084

Dgeorge@Missionfordofdearborn.com

- **PETE DAVIDSON – PRE-OWNED SALES MANAGER**

Direct: 313-216-1053

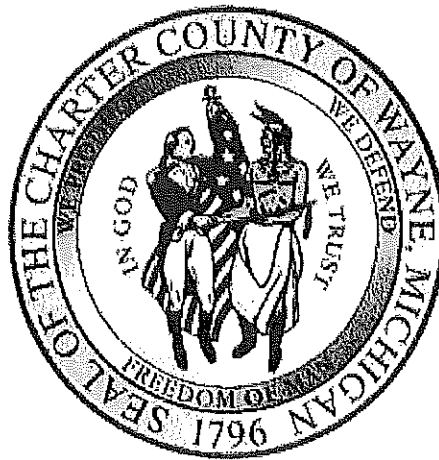
Pdavidson@missionfordofdearborn.com

- **JORDAN BARKER – COMMERCIAL & FLEET MANAGER**

Direct: 313-216-1088

jbarker@missionfordofdearborn.com

(FEP) CERTIFICATE
APPLICATION



Potential Contractors and Subcontractors

The Fair Employment Practices (FEP) Application is comprised of Sections 1 through 5. All applicants must complete **Sections 1 through 4**. Section 5 is applicable only to those participating on contracts funded by the federal government. After completing Section 5, keep the list of 16 Good Faith Efforts for your records. ****For Sections 2 and 3, INSERT NUMBERS ONLY, do not use checkmarks, do not leave any blank spaces in Section 3****

Please note: If additional information/documentation is needed, you will be notified **by e-mail**. You **will not** receive any other correspondence. Failure to submit the requested information will result in non-certification.

You will be notified by e-mail upon approval. You will then be able to access your Supplier Network (SN) account to view/print your Certification. FEP Certification is valid for one or three years from the date of issuance. Be sure to submit for **renewal of your FEP Certification 60 days prior to the expiration date**.

****The rest of this page is blank****

Human Relations Division, 500 Griswold, Detroit, MI 48226, (313) 224-5021

email: humanrelations@waynecounty.com

**WAYNE COUNTY HUMAN RELATIONS DIVISION
FEP FACT SHEET**

- Process using The Wayne County Supplier Network (SN):
 1. Complete the application fully (Sections 1, 2, 3, 4 and 5 – for Section 5 only submit the Confirmation of Acknowledgement page) and submit for review.
 2. Completed application must be returned using the SN online process.
 3. Allow 4-6 weeks for processing.
 4. You will receive an e-mail concerning approval, need for additional information or denial.
 5. Upon approval certification is valid for one or three years; as defined by expiration date.

****The rest of this page is blank****

<p>CONFIDENTIAL</p> <p>WAYNE COUNTY HUMAN RELATIONS DIVISION</p> <p>FAIR EMPLOYMENT PRACTICES APPLICATION</p>
<p>SECTION 1:</p> <p>GENERAL INFORMATION</p>

THIS REQUEST IS FOR: ☒ FIRST FEP COMPLIANCE ☐ FEP COMPLIANCE RENEWAL

Firm Name: MISSION FORD OF DEARBORN, INC	Fed Tax ID or SSN: 86-2950214
---	----------------------------------

Street Address (Actual Street):
14585 MICHIGAN AVE

City: DEARBORN	County: WAYNE	State: MI	Zip Code: 48126
-------------------	------------------	--------------	--------------------

Mailing Address (if different than above):

Telephone: 313-846-5000	Fax no: 313-846-7365
----------------------------	-------------------------

Authorized Contact: CRYSTAL ROBERTS	Contact's Title CONTROLLER	Authorized Contact Telephone: 313-216-1052
--	-------------------------------	---

Email address: CROBERTS@FAIRLANEFORD.COM	Website address: MISSIONFORDOFDEARBORN.COM
---	---

Describe the products and services your firm is qualified to provide to Wayne County:
VEHICLE REPAIR, VEHICLE PARTS, NEW AND PRE-OWNED VEHICLES

[illegible]

For Recordkeeping Purposes Only – Please Check if applicable

Minority ownership (at least 51%) : ☐ White ☐ Black or African American ☒ Hispanic or Latino ☐ Asian ☐ Two or More Races
☐ American Indian or Alaska Native ☐ Native Hawaiian or Other Pacific Islander

Female ownership (at least 51%): ☐ Yes ☒ No

List ALL firms **that apply separately** for Wayne County FEP Compliance **under this Tax ID Number:**

Name of firm	City	State
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1. The first part of the document is a header section containing the following information:

- Page Number: 1
- Page Title: 1
- Page Subtitle: 1
- Page Footer: 1

2. The second part of the document is a table with the following columns:

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Human Relations Division, 500 Griswold, Detroit, MI 48226, (313) 224-5021
email: humanrelations@waynecounty.com

SECTION 2:

CURRENT EMPLOYEE STATISTICS INFORMATION

SEE NEXT PAGE FOR JOB CATEGORY DESCRIPTIONS

INSTRUCTIONS: LIST ALL CURRENT EMPLOYEES OF THE FIRM IN THE APPROPRIATE JOB CATEGORY

(Please note: Caucasian females are to be counted in the female category only. They are not to be counted as minorities.

Minority females are to be counted in both the minority AND female categories)

Company Name MISSION FORD OF DEARBORN, INC

Date 10/12/2021

There are no personnel costs associated with this company. We have no (0) employees

☐ Yes, stop here. Go to Section 3 ☒ No, continue below:

JOB CATEGORIES	WHITE **No Checkmarks**		BLACK or AFRICAN AMERICAN **No Checkmarks**		HISPANIC or LATINO **No Checkmarks* *		ASIAN **No Checkmarks**		AMERICAN INDIAN or ALASKA NATIVE **No Checkmarks**		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER **No Checkmarks**		TWO or MORE RACES **No Checkmarks**		TOTALS ** Numbers Only** **No Checkmarks**	Minorities ** Numbers Only** **No Checkmarks**	Female ** Numbers Only** **No Checkmarks**
	M	F	M	F	M	F	M	F	M	F	M	F	M	F			
Male/Female Officials/ Managers	3	0	1	0	0	1	0	0	0	0	0	0	0	0	5	2	1
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	11	0	0	0	1	0	0	0	0	0	0	0	0	0	12	1	0
Sales Workers	10	1	5	1	1	0	0	0	0	0	0	0	0	0	18	7	2
Administrative Support Workers	4	3	0	0	0	1	0	0	0	0	0	0	0	0	8	1	4
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	3	0	1	0	0	0	0	0	0	0	0	0	0	0	4	1	0
Services Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	31	4	7	1	2	2	0	0	0	0	0	0	0	0	47	12	7
Percent																25.53%	14.89%

ONLY INSERT NUMBERS ABOVE - NO CHECKMARKS

Human Relations Division, 500 Griswold, Detroit, MI 48226, (313) 224-5021

email: humanrelations@waynecounty.com

DESCRIPTION OF JOB CATEGORIES

OFFICIALS AND MANAGERS

Most jobs in this category set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of an organization's operations. Includes: officials, executives, middle management, plant managers, department managers, superintendents, foremen who are members of management, and kindred workers.

PROFESSIONAL

Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include: accountants and auditors; airplane pilots and flight engineers; architects; artists; chemists; computer programmers; designers; dieticians; editors; engineers; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.

TECHNICIANS

Jobs in this category include activities that require applied scientific skills, usually obtained by post secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required. Examples of these types of positions include: drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.

SALES

These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include: advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.

ADMINISTRATIVE SUPPORT WORKERS

These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include: office and administrative support workers; bookkeeping; accounting and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer operators; shipping, receiving and traffic clerks; work processors and typists; proofreaders; desktop publishers; and general office clerks.

CRAFT WORKERS (formerly Craft Workers (Skilled))

Most jobs in this category includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters (both construction and maintenance); glaziers; pipelayers, plumbers, pipefitters and steamfitters; plasterers; roofers; elevator installers; earth drillers; derrick operators; oil and gas rotary drill operators; and blasters and explosive workers. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines and tools, such as: automotive mechanics; aircraft mechanics; and electric and electronic equipment repairers. This category also includes some production occupations that are distinguished by the high degree of skill and precision required to perform them, based on clearly defined task specifications, such as: millwrights; etchers and engravers; tool and die makers; and pattern makers.

OPERATIVES (formerly Operatives (Semi-skilled))

Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers; laundry and dry cleaning workers; photographic process workers; weaving machine operators; electrical and electronic equipment assemblers; semiconductor processors; testers, graders and sorters; bakers; and butchers and other meat, poultry and fish processing workers. This category also includes occupations of generally intermediate skill levels that are concerned with operating and controlling equipment to facilitate the movement of people or materials, such as: bridge and lock tenders; truck, bus or taxi drivers; industrial truck and tractor (forklift) operators; parking lot attendants; sailors; conveyor operators; and hand packers and packagers.

LABORERS AND HELPERS (formerly Laborers (Unskilled))

Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include: production and construction worker helpers; vehicle and equipment cleaners; laborers; freight, stock and material movers; service station attendants; construction laborers; refuse and recyclable materials collectors; septic tank services; and sewer pipe cleaners.

SERVICE WORKERS

Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training or direct experience. Examples of food service positions include: cooks; bartenders; and other food service workers. Examples of personal service positions include: medical assistants and other healthcare support positions; hairdressers; ushers; and transportation attendants. Examples of cleaning service positions include: cleaners; janitors; and porters. Examples of protective service positions include: transit and railroad police and fire fighters; guards; private detectives and investigators.

ETHNIC GROUPS

White (Not Hispanic or Latino) - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Black or African American (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.

Asian (Not Hispanic or Latino) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian or Alaska Native (Not Hispanic or Latino) - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Two or More Races (Not Hispanic or Latino) - All persons who identify with more than one of the above six races.

SECTION 3:

HIRES / TERMINATIONS / PROMOTIONS REPORT

****DO NOT LEAVE ANY BLANK LINES – INSERT NUMBERS ONLY****

HIRES

Total # of company hires within the last 12 months: <u>5</u>	Total # of MINORITY hires within the last 12 months <u>2</u>	Total # of FEMALE hires within the last 12 months <u>1</u>
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TERMINATIONS

Total # of company terminations within the last 12 months: <u>5</u>	Total # of MINORITY terminations within the last 12 months <u>0</u>	Total # of FEMALE terminations within the last 12 months: <u>2</u>
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PROMOTIONS

Total # of company promotions within the last 12 months: <u>0</u>	Total # of MINORITY promotions within the last 12 months: <u>0</u>	Total # of FEMALE promotions within the last 12 months: <u>0</u>
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SECTION 4:

COMMITMENT TO EXERCISE FAIR EMPLOYMENT PRACTICES

(Name of Firm) MISSION FORD OF DEARBORN, INC. agrees not to discriminate against any employee or applicant for employment, training, education or apprenticeship connected directly or indirectly with the performance of a Wayne County contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, or handicap.

On behalf of the firm (print name) CRYSTAL ROBERTS Title CONTROLLER
Signature CRYSTAL ROBERTS Date: 10/12/2021

SECTION 5:

GOOD FAITH COMMITMENT CONFIRMATION OF ACKNOWLEDGEMENT

****THIS SECTION APPLIES TO FEDERAL CONTRACT AWARD RECIPIENTS ONLY****

Review the following 16 steps relating to affirmative action and Federal Contracting. **After review, please sign the Confirmation of Acknowledgement** at the end of this section.

Listed below are the sixteen essential affirmative action steps recommended by the Office of Federal Contract Compliance and the Human Relations Division. These efforts must be documented. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. For construction projects, the Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

****Keep This List for Your Records****

4. Provide immediate written notification to the Director Of Human Relations or The Office of Federal Contract Compliance, for federal projects, when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. For construction projects, develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under number two above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as supervisors, foremen, etc., prior to the initiation of construction work at any site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

****Keep This List for Your Records****

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. For construction contractors, document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

****Keep This List for Your Records****

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Good Faith Commitment
Confirmation of Acknowledgement

This Form Applies to Federal Contract Award Recipients Only

Dear Applicant,

If you are a recipient of a Wayne County contract that requires a good faith/affirmative action commitment as a condition of receiving the federal portion of the contract, this form applies to you.

Please review carefully the list of 16 good faith efforts/affirmative action steps. Please check each box corresponding with each effort indicating that you have reviewed each effort you are expected to adhere to. Sign below indicating that the firm will, where possible, adhere to, implement and keep documentation on all 16 good faith efforts.

Check after Review

I will adhere to and keep documentation on good faith effort	#1	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#2	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#3	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#4	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#5	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#6	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#7	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#8	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#9	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#10	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#11	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#12	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#13	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#14	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#15	<input checked="" type="checkbox"/>
I will adhere to and keep documentation on good faith effort	#16	<input checked="" type="checkbox"/>

10/12/2021

Crystal Roberts

For the Company:

I acknowledge that I have reviewed and understand the 16 good faith efforts/affirmative action steps provided by Wayne County Human Relations. We (the company) will keep all documentation relating to these efforts and will make them available upon request by the Wayne County Human Relations Division.

Name of
Company MISSION FORD OF DEARBORN, INC

Print Name of Authorized Company
Representative: CRYSTAL ROBERTS

Title CONTROLLER

Signature of Authorized Company
Representative: CRYSTAL ROBERTS

Date 10/12/2021

Human Relations Division, 500 Griswold, Detroit, MI 48226, (313) 224-5021

email: humanrelations@waynecounty.com

10/10

PRICE SHEET

Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without further evaluations.

ENTER PRICING INFORMATION - DO NOT ALTER PRICE SHEET OR CHANGE FORMULAS.

COMPANY NAME: Mission Ford of Dearborn Sales, Inc.

The following items and hours are listed solely for the purposes of comparing discounts as listed below. Actual items, labor hours and quantities will vary. The resulting PO will be based upon discount/mark up used to compute the parts prices below. The PO will be for an estimated quantities or dollars and will not constitute any obligation or commitment to any specific amount.

Bidders must indicate the current Ford parts price reference and effective date. Bid pricing must be from Manufacturer's List price column only or bid may be rejected.

Commercial Medium Duty Trucks and Vans (F350 thru F650)

1.a List media and description for each parts referenced such as internet site, book and or CD, covering new parts for Ford Commercial Medium Duty Trucks and Vans:

Description/Name (Parts):	Motorcraft / Ford Parts	Number: _____
Media type:	Snap-On Online	
Current Date of Referenced material:	Updated Daily	
Discount from manufacturer's list:	Dealer Cost + 9.2%	

1.b **Sample Parts List:**

Pricing of sample parts must reflect same discount as stated in above 1.a. Bidder must provide the list Price and the Discounted Price of sample parts listed below:

Line Item	Ford Part Number	Description	Price without Discount (LIST)	Price with Discount (Net)
1	5C3Z-6007	DARM REMAN ENG ASY	\$16,117.65	\$14,960.40
2	4C3Z-9P456-AJ	COOLER - EGR	\$574.55	\$345.07
3	3C3Z-9439-AA	GASKET - INTAKE MANIFOLD	\$24.08	\$16.90
4	XO-15W40-5Q3SD	MOTORCRAFT SAE 15W-40	\$6.32	\$5.18
5	VC-7-B	ANTI-FREEZE	\$28.53	\$23.37
6	3C3Z-9C968-AA	REGULATOR-FUEL PRESSURE	\$509.90	\$305.76
7	5C3Z-12B637-BA	WIRE ASY	\$1,231.00	\$631.80
8	5C3Z-9D930-A	WIRE ASY	\$286.45	\$172.04
9	4C2Z-12A690-AB	WIRE ASY	\$65.33	\$42.34
10	5C3Z-12A690-A	WIRE ASY	\$73.83	\$48.38
11	3C3Z-6754-BA	TUBE-OIL LEVEL INDICATOR	\$136.00	\$74.26
12	3C3Z-6A642-CA	KIT	\$479.82	\$285.01
13	3C3Z-6051-CB	GASKET-CYLINDER HEAD	\$286.15	\$203.11
14	3C3Z-6584-AA	GASKET-VALUE ROCKER ARM COVE	\$32.62	\$23.15
15	3C3Z-6584-BA	GASKET-VALUE ROCKER ARM COVE	\$57.69	\$40.50
			TOTAL SAMPLE PARTS (NET):	\$17,177.27

Labor Rates of Trucks and Vans

2. List media and description for labor guideline such as Internet site, Book and or CD.

Description/Name (Labor): Snap-On

Number: _____

Media Type: Online

Current Date of Referenced material: _____

Provide the labor rate for vehicle repairs:

Description	Hourly Labor Rate
Trucks/Vans: F350 -- F650 with 7.3 or 6.0 Diesel	\$160 Per Hour

Sample Repairs for Trucks

Provide a cost for all parts listed as well as the total labor cost for each scenario below:

SCENARIO 1: Engine Light is On

Vehicle: FORD F550 DRW

VIN #1FDAF56P45ED12333

Parts used: 5C3Z-12B637-BA Wire Asy

Part Cost: \$631.80

Parts used: 5C3Z-9D930-A Wire Asy

Part Cost: \$172.04

Parts used: 3C3Z-6754-BA Tube Oil Level Indicator

Part Cost: \$74.26

LABOR

Total Labor Cost: 2,400

Scenario #1 Total: \$3,278.10

SCENARIO 2: Engine Runs Rough

Vehicle: FORD F550 DRW

VIN #1FDAF56P14EC74171

Parts used: 4C3Z-9P456-AJ Cooler-ECR

Part Cost: \$345.07

Parts used: 3C3Z-6A642-GA Kit

Part Cost: \$285.01

Parts used: 3C3Z-6051-CB Gasket Cylinder Head

Part Cost: \$203.11

LABOR

Total Labor Cost: 5,600

Scenario #2 Total: \$6,433.19

SCENARIO 3: Engine Blows Smoke

Vehicle: FORD F550 DRW

VIN #1FDAF56P65EB44663

Parts used: 4C3Z-9P456-AJ Cooler-ECR

Part Cost: \$345.07

Parts used: 3U2Z-14S311-MHA Wire Asy

Part Cost: \$30.47

LABOR

Total Labor Cost: 1,920

Scenario #3 Total: \$2,295.54

TOTAL SAMPLE PARTS (NET) + LABOR SCENARIOS

\$29,184.10

3. Provide the following information:

Number of diesel mechanics employed at your dealership: 1

ADDITIONAL PRICE INFORMATION:

Terms: Discount of 0 % for payment of invoice within 30 days from date of delivery and acceptance of materials or services and vendor's invoice.

Price Clause: (If you do not check one of the following, your bid will be considered **FIRM**).

A () Price is not subject to increase but will be subject to price reductions made by the bidder to the general trade at time of delivery.

B (x) Price is FIRM.

County Based Enterprise (and Other) Certificates: Attach Bidder's County Based Enterprise certificate and/or other program certificates if one exists; otherwise it will not be considered during price evaluation.

PRICE SHEET NOTES

LINE ITEM #1:

Part number is 5C3Z-6007-DARM

Part number is subject to \$3,200 core charge (not included in bid price).

LABOR RATES OF TRUCKS AND VANS NOTES

SCENARIO 2:

Parts used: 3C3Z-64642-GA (prefix should be CA)

SCENARIO 3:

Parts used: 3U2Z-14S311-MHA was not listed on the price sheet.

The other part numbers were.