

RESOLUTION

No. 2023-1036

By Commissioner Bell

RESOLVED, by the Wayne County Commission this 19th day of December, 2023 that approval be, and is hereby, granted authorizing a four-year contract with three, one-year options to renew between the Charter County of Wayne and Procurement Consulting Group, LLC (of Lansing) not to exceed \$8,467,961.28 to assist with all Wayne County procurements and provide licenses for the Procure To Pay Jaggaer platform, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the contract is from January 1, 2024 through December 31, 2027 and the cost of the contract will be charged to Account No. 101 20220 817000 (M&B Purch Div); 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.

[Contract on File]

(2024-37-001)

CONTRACT

Between

WAYNE COUNTY

And

PROCUREMENT CONSULTING GROUP, LLC

For

**Strategic Sourcing Optimization Services
(Wayne County RFP 37-23-055)**

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THIS CONTRACT is between the County of Wayne, Michigan, a body corporate and Charter County, acting through its Department of Management and Budget, Procurement Division (the "County") and Procurement Consulting Group LLC, a Michigan corporation (the "Contractor").

1. PURPOSE

1.01 The County wishes to acquire strategic sourcing optimization services, including consultants to assist in the procurement process for all Wayne County procurements and provide licenses for the Procure To Pay Jaggaer platform.

1.02 The Contractor is experienced and able to perform technical and professional services. The Contractor desires to provide these services to the County.

2. ENGAGEMENT OF CONTRACTOR

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract, the County's Request for Proposal #37-23-05, for Strategic Sourcing Optimization Services, (Appendix C), and Contractor's Response to the RFP including any appendices and attachments (Appendix D), consistent with the standard of practice in the community. If there is a conflict, inconsistency, or contradiction among the terms of the documents, the order of precedence is: this Contract, the County's RFP, then Contractor's Response to the RFP.

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 actual damages, costs, expenses and liability of any kind the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, then, in addition to any other remedies awarded to the County, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be liable for actual damages, costs, expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out of the Contractor's violation of section 120-50, and may be debarred from further County contracts.

5. TERM OF CONTRACT

5.01 This Contract begins on January 1, 2024 and ends December 31, 2027. The parties retain three (3) one-year renewal options. The Contractor must expediently perform the services to achieve the objectives of this Contract.

6. DATA TO BE FURNISHED CONTRACTOR

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

7. PERSONNEL

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

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

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

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

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

employees' daily working hours to be the same as those worked by County employees working at the facility.

8. ADMINISTRATION

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

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

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

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

9. COMPENSATION AND METHOD OF PAYMENT

9.01 The County agrees to pay the Contractor at the rates in Appendix 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 \$8,467,961.28 for the initial contract term.

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

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

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

10. RECORDS - ACCESS

10.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The

Contractor must keep the records according to generally accepted accounting practices and for a minimum of seven (7) years after the Contract's termination and completion. The Contractor must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of seven (7) years after the Contract's termination and completion.

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

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

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

11. RELATIONSHIP OF PARTIES

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

11.02 For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or 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 \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- E. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

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

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

12.04 Primary Coverage. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance

and shall not contribute with it.

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

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

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

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

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

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

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

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

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

12.13 The Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least fifteen

(15) days prior to the expiration dates of expiring policies.

13. INDEMNIFICATION

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

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

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

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

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

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

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

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

14. BANKRUPTCY OR INSOLVENCY

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

- A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of

professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.

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

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

15. NOTICE OF MATERIAL CHANGES

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

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

16. TERMINATION

16.01 The County may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least thirty (30) days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the County will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Contract is satisfied. The parties agree that no payments under this section will exceed the amount payable under Article 9.

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

16.03 After receipt of a Notice of Termination and except as otherwise directed by

the County, the Contractor must:

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

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

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

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

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

17. ETHICS IN CONTRACTING

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

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

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

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

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

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

18. NON-DISCRIMINATION PRACTICES

18.01 The Contractor and its subcontractors must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and

- its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
 - F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
 - G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. County shall promptly give notice of any such provisions to Contractor during the term of the Contract.

18.02 The Contractor and its subcontractors must not:

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

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

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

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

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

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

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

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

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

19. NOTICES

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

If to the Contractor:

Penny L. Saites
Procurement Consulting Group
110 W. Michigan Ave., Ste. 200
Lansing, MI 48933

Phone: (517) 974-8446
E-mail: saites@macservcorp.com

If to the County:

Wayne County Procurement Director
500 Griswold
Detroit, MI 48226

Phone: (313) 224-3628
E-mail: procurement@waynecounty.com

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

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

20. JURISDICTION AND LAW

20.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action

arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the County because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

21. CONFIDENTIAL INFORMATION

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

21.02 The Contractor agrees to take appropriate action with respect to its employees to 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. SUBCONTRACTING AND ASSIGNMENT

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

24. DEBARMENT AND SUSPENSION

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

- A. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
- B. The Contractor and its principals have not, within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 24.01 b above; and;
- D. The Contractor and its principals have not, within a three (3) year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

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

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

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

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

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

25. PROMPT PAYMENT

25.01 If the Contractor should subcontract a part of the obligations under this

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

26. MISCELLANEOUS

26.01 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.

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

26.03 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.

26.04 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.

26.05 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.

26.06 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.

26.07 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.

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

26.09 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.

26.10 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.

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

26.12 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.

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

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

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

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

27. AUTHORIZATION AND CAPABILITY

27.01 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.

27.02 This Contract is effective only upon approval by the Wayne County Commission.

28. SIGNATURE

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

Procurement Consulting Group, LLC

By: Penny L. Saites
Penny L. SAITES
Its: CHIEF ADMINISTRATIVE OFFICER

Date: 11/03/2023

COUNTY OF WAYNE

DocuSigned by:

By: Genelle M. Allen for
67B6BB7A1ADD495...
WARREN C. EVANS
Its: COUNTY EXECUTIVE

Date: 1/22/2024 | 3:58:43 PM EST

APPROVED AS TO FORM

By: _____
DEPT OF CORPORATION COUNSEL

Date: _____

Appendix A

Scope of Services

Strategic Sourcing Optimization Services

These services will include consultants to assist in the procurement process for all procurements related to the ongoing operations of Wayne County and provide the licenses for the Procure to Pay Jaggaer software platform. The scope of services outlined herein shall include but not be limited to analyzing bid documents of all types, reviewing, and conducting complex pricing analysis, stakeholder / customer consultations or meetings on-site and off-site where necessary.

The specific objectives of the services are:

- Review, understand, apply and advise the County of all Federal, State, and local procurement requirements
- Become Familiar with Wayne County Procurement Standard Operating Procedures and Wayne County's Procurement Ordinance
- Provide and maintain the Procure2Pay e-procurement software licenses through Jaggaer until December 31, 2025.
- Develop best practices for all aspects of the competitive solicitation process which includes, but is not limited to the following activities:
 1. Reviewing the scope(s) of service for consistency and accuracy
 2. The preparation of the bid documents for posting
 3. Posting to Jagger / MITN system(s) where applicable
 4. The review and distribution of solicitation questions to appropriate departments
 5. Conducting Pre-Bid meetings and/or walkthroughs
 6. The closing of bids and review all proposal documents
 7. Analyzing and evaluating cost or price proposals and providing cost benefit analysis for the County

8. The facilitation of evaluation meetings, including vendor interviews

9. The preparation of specific approval documents including but not limited to award letters, sign offs, and finalize contracts for signature

- Track and report data metrics on the progress and status of procurements to Wayne County procurement leadership team via established reporting methodologies or as required by the County
- Create, track and report other established metrics or KPIs as required by the Wayne County Procurement Director
- Review and understand local equalization preferences according to the Wayne County Procurement Ordinance and the Wayne County Human Relations Division in developing solicitation and evaluation documents
- Assist in developing the County strategy in seeking out new suppliers in historically limited bidding activity
- Provide guidance and review of State of Work or other bid requests of all types by requesting departments / customers / agencies prior to finalization and public posting
- Review the use of Cooperative Purchasing programs and develop an effective use policy within the confines of the Wayne County Procurement Ordinance, Examples include but are not limited to MiDEAL, NASPO, CoPro+ and Sourcewell.
- Drive philosophy of continuous improvement throughout the organization relating to cost, quality, and delivery
- Create content for and provide regular new vendor training regarding requisition process, appropriate and accurate invoicing, and process for vendor payment, or other related activities as requested by Wayne County Procurement
- Communicate clearly and often answering phones and emails regularly, working in collaboration with key persons and departments to ensure customers understand the procurement process from “req to check” so they can generate requisitions and receive purchases in a timely fashion

- Ensure that staff provide responsive, courteous, and helpful customer service to all Wayne County departments and other stakeholders they serve
- Work collaboratively and take responsibility for the Procurement Team's effectiveness and work products
- Fulfill other duties and responsibilities within the procurement cycle as assigned by Procurement leadership

Individual PCG staff members will disclose and if necessary, as determined by the Procurement Director, recuse themselves from working on any procurement activity where there is an apparent Conflict of Interest

Contract Management Services

PCG will Develop and administer contract compliance policies and guidelines (Contract Management) as follows:

- Developing and implementing contract administration training county wide and department specific for all identified contract administrators in the County on a quarterly basis.
- Develop and implement a questionnaire to departments before a decision is made to exercise option years on the contract
- Develop and implement performance audit program to ensure department Service Level Agreements, Specifications, and Terms & Conditions are being met
- Identify corrective action plans to contract administrators and departments where material findings are identified
- Develop contract close out procedures

Appendix B: Compensation

Compensation to Procurement Consulting Group (PCG) shall not exceed a total of **\$8,467,961.28** as indicated below for services rendered under this contract for a four (4) year period. The three (3) optional renewal periods of one (1) year each are not to exceed \$6,054,821.88 at the rates indicated below. The total for the seven (7) year period is not to exceed \$14,522,783.14.

Compensation is based on a firm-fixed price agreement and the expectation that PCG will process an average minimum of 130 procurement actions each contract year. PCG expects that procurement actions will not exceed 160 action each contract year. Both parties reserve the right to renegotiate fees, after the 4-year contract is completed, if the average number of yearly procurement actions falls below 130 or exceeds 160. PCG understands that the County will continue the past practice of assigning department purchase requests greater than \$100,000, but reserves the right to handle certain requests internally.

Procurement Actions are defined as follows:

Contracts created from solicitations.

Solicitations – active solicitations being worked at the time of measurement.

Cancelled Solicitations

Amendments/Modifications

Scope of Service Development (Review of scope of services is part of the solicitation process, development is handling a function that according to policies is the Departments responsibility.)

Savings will continue to be measured as previously measured and reviewed by Board of Commissioners. Budget Savings, Labor Cost savings, and cost avoidance.

PCG will work with Wayne County contract administrator to plan and set a monthly schedule for Contract Management Services. Monthly hours will range from 120 hours to 300 hours but will not be guaranteed. Pricing for contract management services will not exceed the amount stated for each of the year's outlined below.

Year 1 – (1/1/2024 – 12/31/2024)

Procurement Optimization (Staff Augmentation and IT software from Jaeger):

Invoiced Monthly - \$152,399.86 per month

Procurement Optimization Year 1 Total: \$1,828,798.32 Firm-Fixed Price Agreement

Contract Management Services

Senior Contract Management Consultant - \$120.00 per hour

Contract Management Consultant - \$95.00/hour

Contract Management Year 1 Total Not to Exceed: \$322,400.00 Time & Materials

Year 1 Total Not to Exceed: \$2,151,198.32

Year 2 – (1/1/2025 – 12/31/2025)

Procurement Optimization (Staff Augmentation and IT software from Jaeger):

Invoiced Monthly - \$154,758.86 per month

Procurement Optimization Year 2 Total: \$1,857,106.32 Firm-Fixed Price Agreement

Contract Management Services

Senior Contract Management Consultant - \$122.00 per hour

Contract Management Consultant - \$96.00/hour

Contract Management Year 2 Total Not to Exceed: \$327,236.00 T&M Agreement

Year 2 Total Not to Exceed: \$2,184,342.32

Year 3 – (1/1/2026 – 12/31/2026)

Procurement Optimization (Staff Augmentation):

Invoiced Monthly - \$142,664.34 per month

Procurement Optimization Year 3 Total: \$1,711,972.08 Firm-Fixed Price Agreement

Contract Management Services

Senior Contract Management Consultant - \$124.00 per hour

Contract Management Consultant - \$98.00/hour

Contract Management Year 3 Total Not to Exceed: \$333,781.00 T&M Agreement

Year 3 Total Not to Exceed: \$2,045,753.08

Year 4 – (1/1/2027 – 12/31/2027)

Procurement Optimization (Staff Augmentation):

Invoiced Monthly - \$145,517.63 per month

Procurement Optimization Year 4 Total: \$1,746,211.56 Firm-Fixed Price Agreement

Contract Management Services

Senior Contract Management Consultant - \$127.00 per hour

Contract Management Consultant - \$100.00/hour

Contract Management Year 4 Total Not to Exceed: \$340,456.00 T&M Agreement

Year 4 Total Not to Exceed: \$2,086,667.56

Total Base Years - \$8,467,961.28

Option Year 5 – (1/1/2028 – 12/31/2028)

Procurement Optimization (Staff Augmentation):

Invoiced Monthly - \$137,225.87 per month

Procurement Optimization Option Year 5 Total: \$1,646,710.44 Firm-Fixed Price Agreement

Contract Management Services

Senior Contract Management Consultant - \$129.00 per hour

Contract Management Consultant - \$102.00/hour

Contract Management Option Year 5 Total Not to Exceed: \$347,265.00 T&M Agreement

Option Year 5 Total Not to Exceed: \$1,993,975.44

Option Year 6 – (1/1/2029 – 12/31/2029)

Procurement Optimization (Staff Augmentation):

Invoiced Monthly - \$137,626.67 per month

Procurement Optimization Option Year 6 Total: \$1,651,520.04 Firm-Fixed Price Agreement

Contract Management Services

Senior Contract Management Consultant - \$132.00 per hour

Contract Management Consultant - \$105.00/hour

Contract Management Option Year 6 Total Not to Exceed: \$358,800.00 T&M Agreement

Option Year 6 Total Not to Exceed: \$2,010,320.04

Option Year 7 – (1/1/2030 – 12/31/2030)

Procurement Optimization (Staff Augmentation):

Invoiced Monthly - \$140,379.20 per month

Procurement Optimization Option Year 7 Total: \$1,684,550.40 Firm-Fixed Price Agreement

Contract Management Services

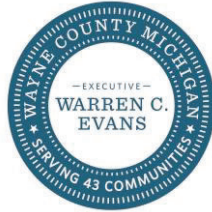
Senior Contract Management Consultant - \$134.00 per hour

Contract Management Consultant - \$107.00/hour

Contract Management Option Year 7 Total Not to Exceed: \$365,976.00 T&M Agreement

Option Year 7 Total Not to Exceed: \$2,050,526.40

Total Option Years - \$6,054,821.88



THE CHARTER COUNTY OF WAYNE, MICHIGAN REQUEST FOR PROPOSALS FOR Strategic Sourcing Optimization Services

CONTROL NO. 37-23-055

RFP TIMETABLE

| ACTION | DATE | TIME |
|-----------------------------------|-----------------|--------------|
| RFP Issue Date | 3/14/2023 | |
| Pre-Proposal Conference* | N/A | |
| Proposer's Questions Due | 3/23/2023 | 4:00 PM EST |
| Responses to Proposer's Questions | 3/29/2023 | |
| Proposals Due | 4/12/2023 | 4:00 PM EST |
| Oral Presentations* | TBD | TBD |
| Notice to Award** | TBD | TBD |
| Contract Start Date** | January 1, 2024 | 12:01 AM EST |

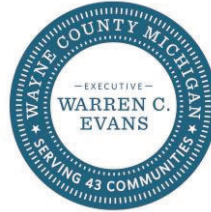
* If Necessary

** Estimated Dates

Procurement Contact: Monica Jackson, Procurement
PHONE: 313-224-7065
EMAIL: mjackson@waynecounty.com

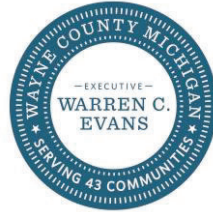
Description: The Charter County of Wayne is requesting proposals for strategic sourcing optimization services. These services will include consultants to assist in the procurement process for all procurements related to the ongoing operations of Wayne County and provide the licenses for the Procure to Pay Jaggaer software platform. The scope of services outlined herein shall include but not be limited to analyzing bid documents of all types, reviewing, and conducting complex pricing analysis, stakeholder / customer consultations or meetings on-site and off-site where necessary and more. The ideal supplier shall possess a minimum of five (5) years of demonstrated state, local, or municipal procurement experience, and shall be able to obtain and maintain the necessary software licenses for the County.

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



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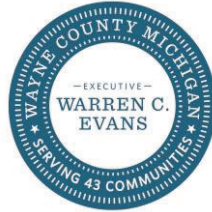


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PART 1 – REQUEST FOR PROPOSALS (RFP)

SECTION 1.0 – INTRODUCTION & INSTRUCTIONS

1.1 Introduction/Background

INTRODUCTION: Through this Request for Proposals (RFP), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit proposals strategic sourcing optimization services. These services will include consultants to assist in the procurement process for all procurements related to the ongoing operations of Wayne County and provide the licenses for the Procure to Pay Jaggaer software platform. The scope of services outlined herein shall include but not be limited to analyzing bid documents of all types, reviewing, and conducting complex pricing analysis, stakeholder / customer consultations or meetings on-site and off-site where necessary and more. The ideal supplier shall possess a minimum of five (5) years of demonstrated state, local, or municipal procurement experience, and shall be able to obtain and maintain the necessary software licenses for the County. The result of the RFP shall be an award to the single firm Wayne County feels is most able to continue to perform this work.

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.

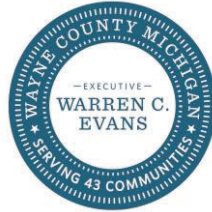
Wayne County offers a first-class business environment, a top-rated international airport, diverse residential areas, expansive parks, and a multitude of recreational and cultural activities. We are home to several major universities including Wayne State, the University of Michigan-Dearborn, and the 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

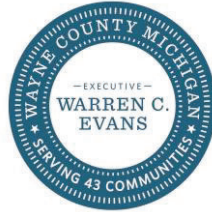
The general objectives of this solicitation are the following:

- Competitively award a single contract for Procurement Consulting and Optimization Services
- Ensure there is a fair process at every step of the procurement process
- Fulfill the purchase request in a timely manner
- ensure that taxpayers dollars are spent wisely

The specific objectives of the solicitation are to award a contract to a single consulting firm who has the best ability to;



- Review, understand, apply and advise the County of all Federal, State, and local procurement requirements
- Become Familiar with Wayne County Procurement Standard Operating Procedures and Wayne County's Procurement Ordinance
- Provide and maintain the Procure2Pay e-procurement software licenses through Jaggaer. The County is currently using version 22.3 of the product
- Develop best practices for all aspects of the competitive solicitation process which includes, but is not limited to the following activities:
 1. Reviewing the scope(s) of service for consistency and accuracy
 2. The preparation of the bid documents for posting
 3. Posting to Jagger / MITN system(s) where applicable
 4. The review and distribution of solicitation questions to appropriate departments
 5. Conducting Pre-Bid meetings and/or walkthroughs
 6. The closing of bids and review all proposal documents
 7. Analyzing and evaluating cost or price proposals and providing cost benefit analysis for the County
 8. The facilitation of evaluation meetings, including vendor interviews
 9. The preparation of specific approval documents including but not limited to award letters, sign offs, and finalize contracts for signature
- Develop and administer contract compliance policies and guidelines (Contract Management)
- Provide contract administration services, as defined by the County
- Track and report data metrics on the progress and status of procurements to Wayne County procurement leadership team via established reporting methodologies or as required by the County
- Create, track and report other established metrics or KPIs as required by the Wayne County Procurement Director
- Review and understand local equalization preferences according to the Wayne County Procurement Ordinance and the Wayne County Human Relations Division in developing solicitation and evaluation documents
- Assist in developing the County strategy in seeking out new suppliers in historically limited bidding activity
- Provide guidance and review of State of Work or other bid requests of all types by requesting departments / customers / agencies prior to finalization and public posting
- Review the use of Cooperative Purchasing programs and develop an effective use policy within the confines of the Wayne County Procurement Ordinance, Examples include but are not limited to MiDEAL, NASPO, and SourceWell



- Drive philosophy of continuous improvement throughout the organization relating to cost, quality, and delivery
- Create content for and provide regular new vendor training regarding requisition process, appropriate and accurate invoicing, and process for vendor payment, or other related activities as requested by Wayne County Procurement
- Communicate clearly and often answering phones and emails regularly, working in collaboration with key persons and departments to ensure customers understand the procurement process from “req to check” so they can generate requisitions and receive purchases in a timely fashion
- Ensure that staff provide responsive, courteous and helpful customer service to all Wayne County departments and other stakeholders they serve
- Work collaboratively and take responsibility for the Procurement Team’s effectiveness and work products
- Fulfill other duties and responsibilities as assigned by Procurement leadership

1.3 Overview of Solicitation (RFP) Document

The solicitation is composed of the following 2 parts:

PART 1: REQUEST FOR PROPOSALS

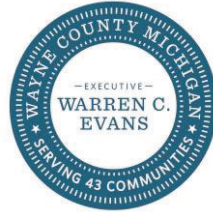
- Section 1.0: INTRODUCTION, OVERVIEW, INSTRUCTIONS: Specifies the information regarding the requirements of the solicitation process.
- Section 2.0: MINIMUM QUALIFICATIONS: Specifies the requirements a Proposer must meet in order to be considered for evaluation.
- Section 3.0: SCOPE OF WORK: Sets forth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

PART 2: SUPPLIER SUBMITTAL REQUIREMENTS (CHECKLIST)

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

1.4 Contact with Wayne County Personnel

In order to create a more competitive and unbiased procurement process, the County has designated a single point of contact for the duration of this solicitation. From the issue date of this proposal, until a



Successful Proposer is selected, all requests for clarification or additional information regarding this RFP, or contact with County personnel concerning this RFP or the evaluation process must be solely to the contact person listed on the cover page of this RFP.

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

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

1.5 Wayne County Rights & Responsibilities

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

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

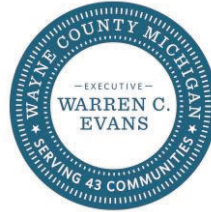
It is the Proposer's responsibility to periodically check the source of the RFP until the posted Proposal Deadline to obtain any issued addenda. However, Wayne County will make reasonable efforts to inform all Proposers of any clarifications, modifications, or amendments.

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

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

1.6 Subcontractors

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



If the Proposer's team is composed of a prime Contractor with Subcontractors, the Subcontractors must remain exclusive to the prime described in the proposal until the end of the specific proposal period and may not partner with more than one prime for the purposes of the responsive proposal. The total exclusive time will be 120 days from the proposal due date.

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

1.7 Disqualification of Respondents

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

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

1.8 Freedom of Information Act (FOIA)

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

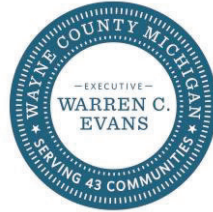
1.9 Disclosure of Contents

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

Proposers must make no other distribution of their proposals other than authorized by this RFP. A Proposer who shares cost information contained in its proposal with other County personnel or competing Proposer personnel shall be subject to disqualification.

1.10 County-Based Enterprise (and other) Advantage Programs

Wayne County administers a procurement program that gives pricing advantages (equalization credits) to businesses located within Wayne County and to businesses located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). The County shall apply equalization credits up to 7% to



the price for proposals submitted by certified County Based Enterprises (CBE) and 2% for Targeted Growth Community Enterprise (TGCE).

County Based Enterprise / Targeted Growth Community Enterprise Equalization Allowance Table

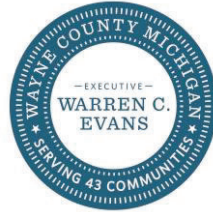
| Contract Amount | Equalization Percentage |
|---|-------------------------|
| Up to \$50,000 (CBE) | 7% |
| \$50,000 to \$200,000 (CBE) | 5% |
| \$200,000.01 and over (CBE) | 2% |
| Targeted Growth Community Enterprise (TGCE) | 2% |

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

| Certification Eligible for Equalization Credits | Equalization Percentage |
|---|-------------------------|
| Small Business Enterprise (SBE) | 2% |
| Expanding Business Enterprise (EBE) | 2% |
| Joint Venture (JV) | 2% |
| Mentor Venture (MV) | 2% |
| Veteran Enterprise (VE) | 2% |

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

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



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

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

1.11 Final Agreement Award Determination

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

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

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

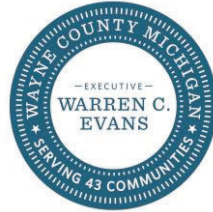
As it applies to cooperative agreements (Section 1.15), participation in the countywide program is not a mandatory component or requirement in this solicitation in order for a Proposer to receive an award. Proposers have the option to be considered for a local agreement only, or for both a local and countywide agreement.

1.12 Conflict of Interest

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

1.13 Gratuities

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



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

1.14 Compliance with Laws

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

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

1.15 Cooperative Contract (Optional)

NOT APPLICABLE

1.16 Proposal Guarantee

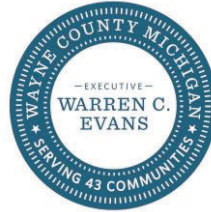
NOT APPLICABLE

1.17 Pre-Proposal Meeting and Site Visit

NOT APPLICABLE

1.18 Definitions (Optional)

This section intentionally left blank



SECTION 2.0 – MINIMUM QUALIFICATIONS

2.1 Adherence to Minimum Qualifications (Pass/Fail)

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

- a) The Proposer must have five (5) years' experience performing consulting services regarding public procurement specific staffing and services analysis in Government
- b) The Proposer must have worked on at least three (3) comparable projects
- c) The Proposer must have ability to articulate and recommend standards regarding current best practices in Procurement in the public and private sectors
- d) The Proposer must have the ability to work both on-site at Wayne County as well as off-site, where necessary and at the discretion of the Wayne County Procurement Director

Be sure to identify if subcontractor or key personnel experiences may be used to satisfy the requirements in lieu of the Proposer AS A BUSINESS (**which is the default if you do not specify otherwise**). Be sure to list any required licensures, certifications, etc., and any minimum amounts of prior experience, number of contracts/clients, volume of business, etc.)

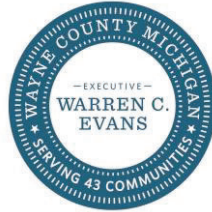
Failure of the Proposer to meet all of the minimum qualifications will eliminate its proposal from any further consideration.

If a proposer fails to meet the minimum qualifications, then their bid will not be advanced to the Evaluation Committee for consideration.

2.2 Preferred Qualifications (Optional)

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

- a) The Proposer must have seven (7) years' experience performing consulting services regarding public procurement specific staffing and services analysis in Government
- b) The Proposer must have worked on at least five (5) comparable projects



SECTION 3.0 – SCOPE OF WORK/SPECIFICATIONS

3.1 Contracted Scope of Services/Statement of Work:

The Charter County of Wayne is requesting proposals for strategic sourcing optimization services. These services will include consultants to assist in the procurement process for all procurements related to the ongoing operations of Wayne County and provide the licenses for the Procure to Pay Jaggaer software platform. The scope of services outlined herein shall include but not be limited to analyzing bid documents of all types, reviewing, and conducting complex pricing analysis, stakeholder / customer consultations or meetings on-site and off-site where necessary and more. The ideal supplier shall possess a minimum of five (5) years of demonstrated state, local, or municipal procurement experience, and shall be able to obtain and maintain the necessary software licenses for the County.

3.2 Objectives:

The specific objective of the solicitation is to award a contract to a single consulting firm who has the best ability to provide ongoing Procurement Consulting Services to the County.

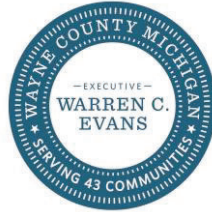
3.3 Contract Term:

The term of the resultant contract shall be for a period of 5 (five) years, with 2 (two) additional 1-year extension options, which may be exercised at the discretion of Wayne County.

3.4 Specifications:

The awarded supplier will deliver the following services as outlined in Section 1.2 of the RFP, as well as outlined below for reference.

- Review, understand, apply and advise the County of all Federal, State, and local procurement requirements
- Become Familiar with Wayne County Procurement Standard Operating Procedures and Wayne County's Procurement Ordinance
- Provide and maintain the Procure2Pay e-procurement software licensees through Jaggaer. The County is currently using version 22.1 of the product
- Develop best practices for all aspects of the competitive solicitation process which includes, but is not limited to the following activities:
 1. Reviewing the scope(s) of service for consistency and accuracy
 2. The preparation of the bid documents for posting
 3. Posting to Jagger / MITN system(s) where applicable
 4. The review and distribution of solicitation questions to appropriate departments



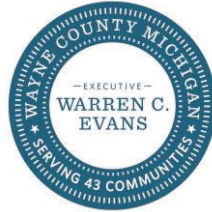
5. Conducting Pre-Bid meetings and/or walkthroughs
 6. The closing of bids and review all proposal documents
 7. Analyzing and evaluating cost or price proposals and providing cost benefit analysis for the County
 8. The facilitation of evaluation meetings, including vendor interviews
 9. The preparation of specific approval documents including but not limited to award letters, sign offs, and finalize contracts for signature
- Develop and administer contract compliance policies and guidelines (Contract Management)
 - Provide contract administration services, as defined by the County
 - Track and report data metrics on the progress and status of procurements to Wayne County procurement leadership team via established reporting methodologies or as required by the County
 - Create, track, and report other established metrics or KPIs as required by the Wayne County Procurement Director
 - Review and understand local equalization preferences according to the Wayne County Procurement Ordinance and the Wayne County Human Relations Division in developing solicitation and evaluation documents
 - Assist in developing the County strategy in seeking out new suppliers in historically limited bidding activity
 - Provide guidance and review of State of Work or other bid requests of all types by requesting departments / customers / agencies prior to finalization and public posting
 - Review the use of Cooperative Purchasing programs and develop an effective use policy within the confines of the Wayne County Procurement Ordinance, Examples include but are not limited to MiDEAL, NASPO, and SourceWell
 - Drive philosophy of continuous improvement throughout the organization relating to cost, quality, and delivery

3.4.1 **Service Work Schedules:**

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

3.4.2 **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 RFP.

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.

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

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:

NOT APPLICABLE

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 RFP without prior written approval (excluding subcontractor(s) disclosed in the response to this RFP).

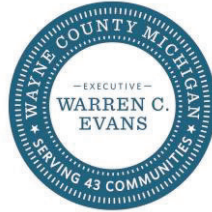
3.4.10 Delivery Acceptance Criteria:

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

3.4.11 Service Level Agreements:

NOT APPLICABLE

3.4.12 Milestones:



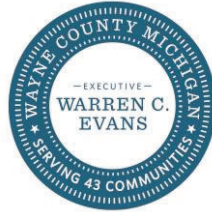
The Contractor, as part of the response to this RFP, shall provide a timeline with milestones identified for timely implementation of services/delivery of products. The proposed timeline and milestones should preferably be presented in a Gantt chart format.

3.4.13 Training:

The Contractor shall provide training, as outlined in the Scope of Work/Specifications section of this RFP.

3.4.14 Success Criteria:

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



SECTION 4.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

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

4.1 Wayne County Responsibility

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

4.2 Truth and Accuracy of Representations

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

4.3 Proposer Q&A

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

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

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

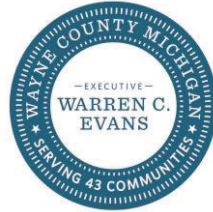
4.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 180 days from the due date for responses to this RFP.

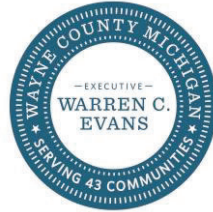
There is no contract until the agreement is approved by the Wayne County Commission (if such approval is required by the Procurement Ordinance) and executed by the County Executive.

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

- Documents demonstrating minimum qualifications – It is expected that a Proposer will include completed forms to demonstrate minimum qualification requirements are met, which include:
 - References



- Business Information Questionnaire (included in the Ethics in Contracting Form)
 - Resumes for key personnel
 - Licenses/Certificates
- Signed Proposal Form – The Proposer **must** sign the Proposal Form. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County if the Proposer is determined to be the most responsive and responsible Proposer.
 - Pricing Schedule/Sheet – The Proposer will be required to utilize the excel spreadsheets that make up the pricing schedule/sheet. It must be completed in excel format and returned in excel. Any other pricing format submittal may result in disqualification. (Appendix-A)
 - Response to Scope of Work Requirements Form - The Proposer shall include a detailed response to the outlined requirements.
 - Terms & Conditions Form – Proposer will review terms and conditions. Any exceptions to the terms and conditions need to be identified in the proposal otherwise it will be determined that the terms and conditions are acceptable to the Proposer.
 - Proposer’s Information & Minimum Qualification Requirements – The Proposer will be required to download the forms as listed in Part 2. Complete the forms, including signature, and then upload the forms. It is expected that a responsive Proposer will complete each of the forms requested.
 - First Tier Subcontractor Designation Form – This form is required to be completed by all prime contractors for contracts greater than \$50,000.
 - Ethics in Contracting Vendor Form – This form is required to disclose any relationships between the principal/managing members of the proposing company and Wayne County employees for all contracts greater than \$10,000.
 - W-9 Form – This form is required to verify the proposer’s federal tax identification (EIN) number and legal business name.
 - Fair Employment Practices (FEP) Certificate – A current FEP certificate is required of all companies that do business with Wayne County. If the proposer does not have this certification, an on-line application shall be submitted to the Human Relations Department at the time of proposal submission for all contracts greater than \$50,000. Print a hard copy of your company’s on-line application and submit with the proposal.
 - Certificate of Insurance (COI) – A current COI is required, which lists, at minimum, commercial general liability limits and as applicable other insurance that may be required. The requirements for the resultant contract are listed in the Contract/Terms and Conditions attachment.



- Evaluation Criteria – Proposer is to include any additional materials or documentation, which supports its ability to meet or exceed the Evaluation Criteria outlined in Section 4.10 of this RFP.

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

4.5 Proposal Submission Requirements

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

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

Proposals received after the deadline will not be accepted.

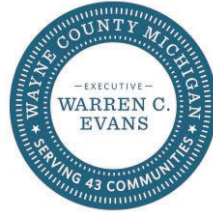
Do not wait until the last minute to submit the proposal, as the BidNet system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The BidNet system will not allow a proposal to be submitted after the due date and time identified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

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

4.6 Duplicate Proposals

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

4.7 Withdrawal



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

4.8 Evaluation Process

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

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

4.9 Evaluations and the Proposal Evaluation Committee

Wayne County reserves the right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s).

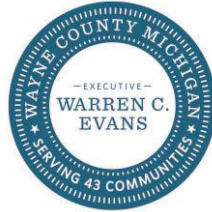
All requests for proposals shall be reviewed and evaluated by an Evaluation Committee approved by the Procurement Director. Evaluation Committees are usually comprised of at least three voting members, but they can be any size. Voting membership on the Evaluation Committee shall be limited to County employees; however, the Procurement Director, Procurement Officer, public officials and/or consultants under contract with Wayne County may sit as non-voting consulting members. (Bid Evaluator's Guide)

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

After a prospective supplier/contractor has been selected, Wayne County and the prospective supplier(s)/contractor(s) will negotiate a contract.

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

Proposers shall not be provided any information about other proposals or prices or where the Proposer stands in relation to others at any time during the evaluation process. Any request for such information by a



Proposer, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Proposer may be eliminated from further consideration.

4.10 Evaluation Criteria

4.10.1 **Experience & Qualifications** (45 points)

- (a) Describe how you meet or exceed the minimum qualifications in the Scope of Work in this document.
- (b) Describe the experience (including years of experience) in providing similar services for other state or local governments, school districts, etc.
- (c) Provide at least three (3) references for similar projects, including name of establishment, address, dates of service, contact name and telephone number. Clearly indicate for the projects which, if any, of the proposed key personnel worked on each.
- (d) Describe the experience and qualifications of key personnel. Include detailed resumes.

4.10.2 **Pricing** (30 points)

- (a) Complete the enclosed Pricing/Schedule Sheet (Attachment A)

4.10.3 **Management Plan and Timeline** (20 points)

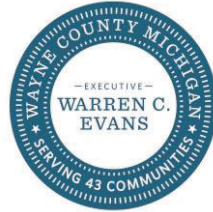
- (a) Describe the proposed work plan, which can be based on prior experience with Government entities of similar size and scope to Wayne County.

4.10.4 **Utilization of First Tier Subcontractors located in Wayne County** (5 points)

To receive additional equalization credits for first tier subcontractors, proposers must submit the following:

- (a) Please complete the "Human Relations First-Tier Subcontractor Form".
- (b) Provide CBE and/or TGCE certificates for subcontractor located in Wayne County.
- (c) Provide a description of the services that each first-tier subcontractor located in Wayne County will provide, total amount each subcontractor will be compensated, along with the percentage of contract award for each subcontractor. (This information is requested in the Form.)
- (d) A formal letter of intent between the Proposer and each first-tier subcontractor located in Wayne County formalizing the intent to subcontract is required, if awarded a contract pursuant to this RFP.

Depending on the amount of points assigned to the "utilization of subcontractor located in Wayne County" criteria, proposals shall receive a prorated number of the points based on the total



percentage of subcontractors located in Wayne County that are utilized as set-forth in the “First-Tier Subcontractor Designation” form.

(For Example: if the total points allocated for the “utilization of subcontractor located in Wayne County” criteria is 8 points, and a Respondent utilizes 30% of total subcontractors located in Wayne County; then the proposer will receive 2.4 points for this criteria).

4.10.5 **Evaluation Credits**

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

4.11 **Optional Tools to Enhance the Evaluation Process**

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

4.11.1 **Clarifications**

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

4.11.2 **Oral Presentation**

Wayne County may require an oral presentation of the Proposer's proposal. This presentation provides an opportunity for the Proposer to clarify its proposal.

4.11.3 **Site Visit**

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

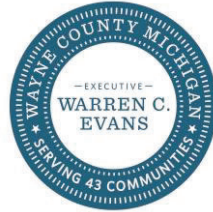
4.11.4 **Best and Final Offer (BAFO)**

Wayne County may request a Best and Final Offer (BAFO) from each Proposer determined to be in the competitive range.

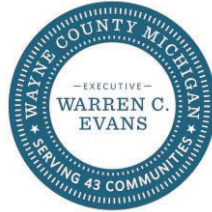
4.12 **Negotiations**

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

4.13 **Wayne County Option to Reject Proposals**



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



PART 2 – SUPPLIER SUBMITTAL REQUIREMENTS

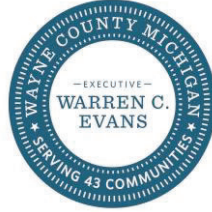
SECTION 5.0 – REQUIRED DOCUMENTATION AND FORMS

(Mandatory Minimum Requirements Checklist)

| <input checked="" type="checkbox"/> | DOCUMENTATION AND FORMS |
|-------------------------------------|---|
| | 5.1 Demonstrate that the Proposer OR Proposer or its subcontractor OR Proposer or its key personnel 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 |
| | 5.2 Signed Proposal Form – must be submitted with bid |
| | 5.3 Pricing Sheet [Appendix A] – must be submitted with bid |
| | 5.4. Business Information Questionnaire – must be submitted with bid |
| | OTHER FORMS (Download*, complete and include with your proposal) |
| | 5.5 Response to Scope of Work Requirements Form |
| | 5.6 Terms and Conditions Form |
| | First Tier Subcontractor Designation Form |
| | Ethics in Contracting Vendor Form |
| | W-9 Form |
| | Fair Employment Practices (FEP) Certificate. Complete the on-line application and print (PDF) a hard copy of your company's application and include with your proposal. Apply on-line at: https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx |
| | Certificate of Insurance listing current coverages |
| | EVALUATION CRITERIA |
| | Include any additional documentation that demonstrates how your company meets or exceeds the Evaluation Criteria outlined in Section 4.10. |

* Download Forms that are not included at:

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



5.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS

(Outlined in Section 2.0)

Complete the following information for a minimum of three (3) customer references for Procurement Consulting Services of similar scope dating within the past (5) years

Reference 1:

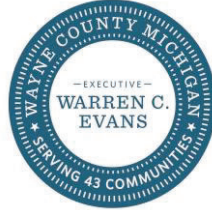
| | |
|-------------------------------------|--------------------------------|
| Entity Name: | Contact Name and Title: |
| City: | State: |
| Phone Number: | Email Address: |
| Years Serviced/Date of Project: | Annual Volume/Contract Amount: |
| Description of Project or Services: | |

Reference 2:

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

Reference 3:

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



5.2 PROPOSAL FORM

PROPOSAL FORM

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

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

ADDENDA:

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

OBLIGATION:

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

COMPLIANCE:

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

NONCOLLUSION:

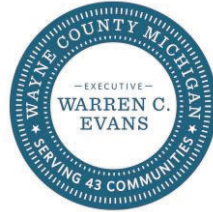
The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE BOND(S):

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

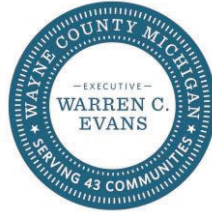
SUBMITTAL REQUIREMENTS:

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



| | |
|---|--------|
| No proposal 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: | Name: |
| Address: | Title: |
| City: State: Zip: | Phone: |
| *Signature of Authorized Person | Fax: |
| Printed Name | Email: |

*Proposal Form **must** be signed by an authorized representative.



5.3 PRICING SHEET AND OTHER PRICING REQUIREMENTS

Complete APPENDIX A (Pricing/Schedule/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 Proposer's prices must not include sales tax.

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

5.3.2 *Special Incentives*

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

5.3.3 *Price Stability Guarantee*

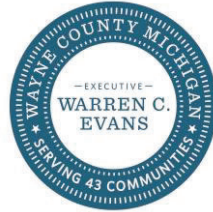
For the first twelve months of the Agreement, Contractor must guarantee to provide the goods/services at the rates outlined in the bid submission.

5.3.4 *Proposal Pricing*

Proposal pricing must reflect Net 45 payment terms.

5.4 PROPOSAL GUARANTEE/BID BOND

NOT APPLICABLE



5.5 RESPONSE TO SCOPE OF WORK REQUIREMENTS FORM

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

Section 3.1 Contracted Scope of Services/Statement of Work

Section 3.2 Specifications

Section 3.3 Contract Term

Section 3.4 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

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

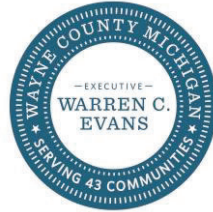
Section 3.4.12 Milestones

Section 3.4.13 Training

Section 3.4.14 Success Criteria

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

Initial Here:



5.6 TERMS AND CONDITIONS FORM

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

Confirmation of review of Terms & Conditions

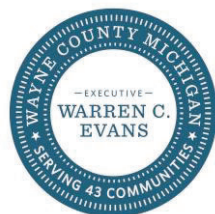
| | | |
|---|-----|----|
| I have reviewed the terms and conditions. | YES | NO |
| I have thoroughly reviewed the “insurance requirements” section and can meet the requirements, if awarded the contract. | YES | NO |
| I accept <u>all</u> the terms and conditions outlined. | YES | NO |

Company Representative’s Name _____

Company Name _____

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

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





Wayne County Prosecutor Case Management
Appendix B - Pricing Sheet

RFP# 37-23-055 Strategic Sourcing Optimization Services

Appendix A - PRICE SHEET

Failure to complete the following Price Sheet shall result in your Proposal being deemed non-responsive and rejected without further evaluations. ONLY ADD ADDITIONAL ITEMS UNDER LINE ITEM #6

Company Name: _____

| Line Item | Description | Year 1 | | | Year 2 | | | Year 3 | | | Unit Cost | | |
|-----------|--|-----------|---------------------|-----------------|------------------------------------|-----------|---------------------|-----------------|--------------|-----------|-----------|---------------------|-----------------|
| | | Unit Cost | # of Units Proposed | Unit of Measure | Year 1 Purchase and Implementation | Unit Cost | # of Units Proposed | Unit of Measure | Year 2 Total | Unit Cost | | # of Units Proposed | Unit of Measure |
| 1 | Jaggaer Licensing - WC Staff (Estimated 400) | | | | \$ - | | | | \$ - | | | | \$ - |
| 2 | Project Lead | | | | \$ - | | | | \$ - | | | | \$ - |
| 3 | Project Manager | | | | \$ - | | | | \$ - | | | | \$ - |
| 4 | Project Consultant(s) | | | | \$ - | | | | \$ - | | | | \$ - |
| 5 | Support Staff | | | | \$ - | | | | \$ - | | | | \$ - |
| 6 | <u>Any Cost not included above can be added below:</u> | | | | \$ - | | | | \$ - | | | | \$ - |
| 6a | | | | | \$ - | | | | \$ - | | | | \$ - |
| 6b | | | | | \$ - | | | | \$ - | | | | \$ - |
| 6c | | | | | \$ - | | | | \$ - | | | | \$ - |
| 6d | | | | | \$ - | | | | \$ - | | | | \$ - |
| | TOTALS: | | | | \$ - | | | | \$ - | | | | \$ - |

GRAND TOTAL (Years 1 - 5): \$ -
7 year GRAND TOTAL (Years 1 - 7): \$ -

EA
HOUR
LOT

**Substantial Form of
PROFESSIONAL SERVICES CONTRACT**

***** A FINAL CONTRACT MAY REFLECT ADDITIONAL / DIFFERENT TERMS, AS APPROPRIATE,
UPON COMPLETION OF THE SOLICITATION PROCESS *****

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APPENDIX A Scope of Services.....

APPENDIX B Compensation.....

THIS CONTRACT is between the County of Wayne, Michigan, a body corporate and Charter county, acting through _____ (the "County") and _____, a _____ corporation (the "Contractor").

1. PURPOSE

1.01 The County _____.

1.02 The Contractor is experienced and able to perform technical and professional services. The Contractor desires to provide these services to the County.

2. ENGAGEMENT OF CONTRACTOR

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract and consistent with the standard of practice in the community.

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 actual damages, costs, expenses and liability of any kind the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, then, in addition to any other remedies awarded to the County, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be liable for actual damages, costs, expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out of the Contractor's violation of section 120-50, and may be debarred from further County contracts.

5. TERM OF CONTRACT

5.01 This Contract begins upon approval by the Wayne County Commission and ends _____. The parties retain the option to renew the contract for _____. The Contractor must expediently perform the services to achieve the objectives of this Contract.

6. DATA TO BE FURNISHED CONTRACTOR

6.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to do the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular

business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

7. PERSONNEL

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

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

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

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

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

8. ADMINISTRATION

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

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

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

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

9. COMPENSATION AND METHOD OF PAYMENT

9.01 The County agrees to pay the Contractor at the rates in Appendix 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 \$_____.

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

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

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

10. RECORDS - ACCESS

10.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in

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

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

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

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

11. RELATIONSHIP OF PARTIES

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

11.02 For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or 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 \$4,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as

may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

- C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- E. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- F. Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. INDEMNIFICATION

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

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

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

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

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

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

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

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

14. BANKRUPTCY OR INSOLVENCY

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

and limitations control:

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

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

15. NOTICE OF MATERIAL CHANGES

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

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

16. TERMINATION

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

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

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

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

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

16.05 Any intentional failure or delay by the Contractor to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Contractor will pay the County five hundred dollars (\$500) per day as

damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Contractor consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

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

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

17. ETHICS IN CONTRACTING

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

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

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

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

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

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

18. NON-DISCRIMINATION PRACTICES

18.01 The Contractor and its subcontractors must comply with:

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

Rights Act (P.A. 1976 No. 220).

- F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
- G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. County shall promptly give notice of any such provisions to Contractor during the term of the Contract.

18.02 The Contractor and its subcontractors must not:

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

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

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

18.05 If the Contract price is in excess of twenty thousand dollars (\$20,000), the Contractor shall comply with the slavery era disclosure requirements of section 120-192(f) of the Wayne County Procurement Ordinance, as implemented by the Wayne County Slavery Era Disclosure Affidavit the Contractor will

complete as part of the contract approval process. If it is subsequently determined by the Division of Human Relations that the Contractor has not made a full disclosure in its affidavit of the information required by section 120-192, that failure shall constitute a substantial breach of the terms of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages as set forth in Section 18.07, and debarment from any further business with the County.

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

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

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

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

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

19. NOTICES

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

If to the Contractor:

Phone: _____

E-mail: _____

If to the County:

Phone: _____

E-mail: _____

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. SUBCONTRACTING AND ASSIGNMENT

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

24. DEBARMENT AND SUSPENSION

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

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

- C. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 24.01 b above; and;
- D. The Contractor and its principals have not, within a three (3) year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

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

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

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

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

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

25. PROMPT PAYMENT

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

26. MISCELLANEOUS

26.01 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.

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

26.03 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.

26.04 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.

26.05 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.

26.06 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.

26.07 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.

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

26.09 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.

26.10 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.

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

26.12 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.

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

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

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

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

27. AUTHORIZATION AND CAPABILITY

27.01 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.

27.02 This Contract is effective only upon approval by the Wayne County Commission.

28. SIGNATURE

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

CONTRACTOR

COUNTY OF WAYNE

By: _____

By: _____

Its: _____

WARREN C. EVANS
COUNTY EXECUTIVE

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
DEPT OF CORPORATION COUNSEL

Date: _____



Strategic Sourcing Optimization Proposal

Prepared for:



Control #37-23-055
April 12, 2023



April 12, 2023

Monica Jackson
Procurement Agent
County of Wayne
Mjackson@waynecounty.com

Dear Ms. Jackson:

Procurement Consulting Group (PCG) is pleased to submit our proposal to Wayne County in response to Control No. 37-23-055: Request for Proposal for Strategic Sourcing Optimization Services.

PCG was established in 2008 and has provided procurement optimization services to Wayne County for the past seven plus years. The quality of these services and dedication of the PCG staff has led to a savings and cost avoidance of over \$54 million in 7 years. This amounts to a 5 to 1 return on the contract spending. PCG, in partnership with Procurement management, has also helped to facilitate a turnaround in the quality of services being provided to Wayne County departments.

The team assembled by PCG includes staff members with procurement experience in the private and public sectors, totaling over 285 years. What sets PCG apart from other consulting firms is our company's dedication to, and demonstrated experience with local, state and federal government agencies as well as knowledge of public procurement policies and procedures. PCG is committed to providing a team that is fully qualified for augmenting your staff to meet procurement capacity and capability requirements. Our commitment has been for the last seven years, and remains today, as a company to only bring in a solid team with strong education and experience as detailed in the Strength of Team section of our proposal. We currently provide staffing services for Wayne, Livingston and Jackson counties in addition to Wayne RESA, Washtenaw ISD, and the Columbus Regional Airport Authority.

This proposal will remain valid for a period of one hundred twenty (120) days from its due date and thereafter until we withdraw it, a contract is executed, or the procurement is terminated by Wayne County, whichever occurs first.

Thank you for the opportunity to provide Wayne County with a proposal for Strategic Sourcing Optimization Services. We are confident that PCG can continue to provide exemplary services, and we look forward to your decision in this matter.

Sincerely,

A handwritten signature in black ink that reads "Penny Saites". The signature is written in a cursive style.

Penny Saites
Chief Administrative Officer
Procurement Consulting Group

OVERVIEW

Procurement Consulting Group (PCG), a veteran owned small business started in 2008, is an organization that is dedicated to providing high quality public procurement professionals to help local governments in their efforts to augment their staff and transform purchasing/procurement operations. PCG has done just that for Wayne County over the last seven plus years.

PCG has provided full-time dedicated staff to help optimize procurement operations since January of 2016. The optimization of procurement services has led to over \$54 million in savings and cost avoidance in seven years, which is a 5 to 1 return on the contract investment in the PCG contract. The team has also worked closely with procurement management to lower procurement lead times and increase customer satisfaction. During our initial engagement with Wayne County PCG led a total procurement transformation, including strategic sourcing and procurement optimization of services. The transformation involved a multi-phased approach of analyzing county purchasing trends and providing a diagnostic that involved development of a sourcing roadmap. Through this process we were able to identify "quick wins", gain an understanding of current operations and familiarity with the County's Procurement Ordinance, processes, and contracts, customize a sourcing methodology, and develop new goals and best practices for Wayne County.

Through our current contract, PCG has been providing procurement services for seven years. Our staff is embedded within Wayne County operations and is well-known within the departments as part of the county team. We have successfully completed 761 contracts and secured millions in contract savings and cost avoidance since the inception of our contract.

In addition to managing procurement operations for Wayne County, PCG participates with the Michigan Association of Counties Service Corporation (MACSC) to provide procurement services to their members through the CoPro+ Program. Through this program our services are not limited to counties but are available to other agencies within counties, other municipalities, and public educational entities throughout the state.

Wayne County has hosted a wide range of these cooperative contracts through the CoPro+ program. These contracts were already needed by the County and went through the competitive bid process. By hosting for other entities, those local entities, within Wayne County and outside of the county, have been able to utilize the contracts without the duplicative effort of bidding on their own, take advantage of volume pricing. This program has been a tremendous benefit to local communities within Wayne County helping them to reduce their operational and contract costs.

RESPONSE TO MINIMUM QUALIFICATIONS

We offer the following in response to Section 2.1 Adherence to Minimum Qualifications:

- a) The Proposer must have five (5) years' experience performing consulting services regarding public procurement specific staffing and services analysis in Government.
- **Response:** PCG was established in July of 2008 to assist public entities when it was evident that revenue sharing cuts were having a negative impact on procurement operations. The ability to efficiently run these operations – in particular, with less staff and less time to handle purchasing requirements – was the impetus for PCG. PCG expanded its services through the partnership with MACSC which began in 2012 and creation of the CoPro+ Program. PCG more specifically meets this requirement through its subcontracting with MACSC on the Wayne County contract that started in January of 2016. PCG has been 100% in charge of the procurement optimization and augmentation of staff since the start of the contract.
- b) The Proposer must have worked on at least three comparable projects.
- **Response:** PCG provides services to the following:
 - i. Wayne County – Since 2016, PCG staff have been providing procurement services to Wayne County. Our team has provided sourcing services for procurements valued at \$50,000 and above, in addition to consulting on process improvements. Staff has provided these services on-site at Wayne County, as well as remotely.
 - ii. Wayne RESA: Since 2014, PCG has provided procurement services to Wayne RESA. These services include development of specifications, market analysis for procurements, creation of competitive solicitation documents, managing the end-to-end procurement process, evaluations/negotiations, contract development, and deliverable plan implementation. PCG staff has created a Field Services model providing procurement support for seven individual districts within Wayne RESA, with the potential to grow the program to all 33 districts and 99 public school academies housed in 551 buildings.
 - iii. Livingston County – PCG staff works with Livingston County to augment their procurement staff. This relationship began in 2018 when the County's procurement manager retired. PCG handles all procurements for the County exceeding \$25,000 in value, and manages the end-to-end process for these procurements.
- c) The Proposer must have ability to articulate and recommend standards regarding current best practices in Procurement in the public and private sectors.
- **Response:** PCG acknowledges this statement, and affirms that with our extensive procurement experience we have knowledge of current standards in the industry. We routinely evaluate the current policies, procedures, and operations of our clients with an eye toward creating efficiencies and making process-improvement recommendations.
- d) The Proposer must have the ability to work both on-site at Wayne County as well as off-site, where necessary and at the discretion of the Wayne County Procurement Director.
- **Response:** Yes. Services are provided on-site at Wayne County and remotely if agreed, or directed, by the County. When onsite, PCG staff will observe the general operating hours of each facility or will work with the County contact if the need to be onsite occurs outside of general operating hours.

RESPONSE TO PREFERRED QUALIFICATIONS

We offer the following in response to Section 2.2 Preferred Qualifications:

- a) The Proposer must have seven (7) years' experience performing consulting services regarding public procurement specific staffing and services analysis in Government.
 - **Response:** PCG exceeds this requirement, as it has been providing public procurement consulting services since 2012, and has been providing public procurement consulting services to Wayne County since 2016.

- b) The Proposer must have worked on at least five (5) comparable projects.
 - **Response:** In addition to the three listed above under Response to Minimum Qualifications, PCG/MACSC provides procurement assistance to Jackson County, Washtenaw Intermediate School District (ISD), and the Columbus Regional Airport Authority:
 - i. Jackson County – PCG staff provides as-needed procurement services to Jackson County. This relationship has been in place since 2017. Services have been provided and multiple projects successfully completed for County Administration, the Health Department, Facilities Department, Parks Department, Office on Aging, Sheriff's Department, County Fair, and the Department of Transportation.
 - ii. Washtenaw ISD: Washtenaw ISD came to PCG for assistance with procurement when they had staff retirements/vacancies in this area. School procurements are similar to government in that competitive procurement processes are required. PCG/MACSC has worked with Washtenaw ISD since 2019 in all phases of the procurement process, from need identification/solicitation preparation, managing the bid process, and preaward/contracting, to award and contract management/post award.
 - iii. Columbus Regional Airport Authority – PCG provides end-to-end procurement support and consulting services for this organization. In addition to process reviews and drafting procedures and bid templates for the organization, staff is currently working on a complex construction project (construction manager at risk), MRO services solicitations (paper products, janitorial supplies, floor care), commodities (aviation fuel), professional services (marketing), and IT (new website, body worn cameras).

RESPONSE TO SPECIFICATIONS

In response to Section 3.4 Specifications, PCG understands that, if awarded, we will be required to assist in the procurement process for all procurements related to the ongoing operations of Wayne County and provide the licenses for the Procure to Pay Jaggaer software platform. Direct response to the bulleted items follows:

Wayne County Specifications

- *Review, understand, apply and advise the County of all Federal, State, and local procurement requirements*

Response: PCG has been successfully and competently providing these services to Wayne County for the past seven years. PCG staff has specific expertise and knowledge regarding Federal, State, and local procurement requirements.

Wayne County Specifications

- *Become Familiar with Wayne County Procurement Standard Operating Procedures and Wayne County's Procurement Ordinance*

Response: From the time of our initial engagement with Wayne County, PCG gained an understanding of current operations and familiarity with the County's Procurement Ordinance, Standard Operating Procedures, processes and contracts. We customized a sourcing methodology, and developed new goals and best practices for the county, to include analyzing bid documents of all types, reviewing and conducting complex pricing analysis, and stakeholder/customer consultations.

Wayne County Specifications

- *Provide and maintain the Procure2Pay e-procurement software licenses through Jaggaer. The County is currently using version 22.1 of the product*

Response: PCG will be subcontracting with MACSC, who currently has an agreement with Jaggaer for the purpose of providing these licenses, and this relationship will continue seamlessly into the next contract if we are selected for award.

Wayne County Specifications

- *Develop best practices for all aspects of the competitive solicitation process which includes, but is not limited to the following activities:*
 1. *Reviewing the scope(s) of service for consistency and accuracy*
 2. *The preparation of the bid documents for posting*
 3. *Posting to Jagger / MITN system(s) where applicable*
 4. *The review and distribution of solicitation questions to appropriate departments*
 5. *Conducting Pre-Bid meetings and/or walkthroughs*
 6. *The closing of bids and review all proposal documents*
 7. *Analyzing and evaluating cost or price proposals and providing cost benefit analysis for the County*
 8. *The facilitation of evaluation meetings, including vendor interviews*

9. The preparation of specific approval documents including but not limited to award letters, sign offs, and finalize contracts for signature

Response: The steps articulated above are at the core of the procurement services PCG provides to all clients. We, of course, tailor these steps to meet the policies and procedures of our customers, and our team is nimble in their ability to adapt to each client. PCG has in the past and in will continue to drive for best practices in all aspects of the competitive solicitation.

Wayne County Specifications

- *Develop and administer contract compliance policies and guidelines (Contract Management)*

Response: Over the last seven years PCG discussed, on numerous occasions, the importance of ensuring that contracts being awarded had the appropriate handoffs to County Departments so that the awarded contractors/vendors could be managed in accordance with the specifications and service level agreements that are outlined in their contract. Unfortunately, due to other priorities our contract agreement never incorporated this work.

PCG believes that dedicated resources will reduce the amount of fraud, waste, and abuse that occurs when government contracts are not managed from a best practice standard. PCG is proposing to dedicate 2.5 employees, specifically on contract management and administration. The contract management team will be responsible for all post contract award activities.

- Scheduling and executing contract Kickoff meetings between the awarded vendor and the specific department that established the contract.
- Developing and implementing contract administration training county wide and department specific for all identified contract administrators in the County on a quarterly basis.
- Manage the compliance of Certificate of Insurance terms
- Conduct price analysis on all contract amendments/change orders, in excess of 10%, of the total contract value
- Develop and implement a questionnaire to departments before a decision is made to exercise option years on the contract
- Conduct performance audits on department contracts to ensure Service Level Agreements, Specifications, and Terms & Conditions are being met
- Identify corrective action plans to contract administrators and departments where material findings are identified
- Execute modifications/change orders on all contracts that have a value of \$100,000 or greater
- Conduct all contract close out operations

Wayne County Specifications

- *Provide contract administration services, as defined by the County*

Response: PCG subscribes to the approach that contract administration is a key component of the overall end-to-end procurement cycle. Contract Administration, Change Control Management, and Contract Close-Out activities are an integral part of the services we provide. Please review above for specific detailed contract administration work to be performed.

Wayne County Specifications

- *Track and report data metrics on the progress and status of procurements to Wayne County procurement leadership team via established reporting methodologies or as required by the County*
- *Create, track, and report other established metrics or KPIs as required by the Wayne County Procurement Director*

Response: An extensive Project Tracker is maintained by the PCG team that is utilized to manage workload and provide data. It includes project descriptions, key dates, budget estimates vs contract award amounts, timelines, etc. Through this Tracker we are able to provide the metrics necessary to analyze contract savings and project lead times, and provide reports as required by the county. The data has also aided in our analysis of workload requirements year over year for Wayne County.

| YEAR | Procurement Actions | IFB's | | RFP's | |
|----------|---------------------|--------|---|--------|--|
| | | Number | Avg Time | Number | Avg Time |
| 2016 | 25 | 8 | Average IFB from start to award ranges from 85 hrs. - 124 hrs. per IFB | 17 | Average RFP from start to award ranges from 118 hrs. - 176 hrs. per RFP |
| 2017 | 60 | 25 | | 35 | |
| 2018 | 55 | 22 | | 33 | |
| 2019 | 94 | 42 | | 52 | |
| 2020 | 93 | 40 | | 53 | |
| 2021 | 131 | 55 | | 72 | |
| 2022 | 148 | 67 | | 81 | |
| 2023 YTD | 155 | 75 | | 80 | |

PCG believes that we can continue to drive the average procurement timeframes down by better workload management, standardized templates to reduce legal review time, training on SOW drafting.

PCG has helped to drive over \$54 million in contract savings and cost avoidance over the last seven years. These savings resulted in 5.4 to 1 return on investment (ROI) through this seven-year agreement.

Wayne County Specifications

- *Review and understand local equalization preferences according to the Wayne County Procurement Ordinance and the Wayne County Human Relations Division in developing solicitation and evaluation documents*

Response: PCG staff understands the need for local equalization preferences as a means to support businesses located in Wayne County and the 10 Targeted Growth Communities within Wayne County. The staff has been consistently applying these preferences per the Procurement Ordinance. PCG also believes that continued adoption and hosting of CoPro+ contracts can also help to drive positive results for these small businesses as they bid.

Wayne County Specifications

- *Assist in developing the County strategy in seeking out new suppliers in historically limited bidding activity*

Response: The staff at PCG is aware of the challenges in finding bidders for projects that typically have low response rates. We deploy a number of strategies to locate potentially interested bidders, including those who may not be registered with the County, or may not currently be doing business with governmental entities. We can assist in the development of various approaches, depending on the project, with the goal of increased vendor participation. PCG proposes to organize Supplier Diversity events annually in an effort to encourage new vendors to pursue Wayne County contracts.

Wayne County Specifications

- *Provide guidance and review of State of Work or other bid requests of all types by requesting departments / customers / agencies prior to finalization and public posting*

Response: A routine task in all projects, typical with all clients, is working with clients in the development of the entire bid package. We assist in specification development, leaning on the end users to determine their exact needs. Once the SOW is finalized, we typically incorporate the language into the client's bid template. When a template is lacking, PCG will work with the client to develop appropriate templates and formats to meet their needs.

As a side note, with a heavy Wayne County employee turnover rate, PCG has seen a significant amount of workload in SOW drafting and development on behalf of clients. We believe high turnover rate will continue to persist; therefore PCG has supplemented our team through this response with additional personnel to meet this demand.

Wayne County Specifications

- *Review the use of Cooperative Purchasing programs and develop an effective use policy within the confines of the Wayne County Procurement Ordinance, Examples include but are not limited to MiDEAL, NASPO, and SourceWell*

Response: We are, of course, supporters of cooperative contracts and are very familiar with the concept through our management of the CoPro+ Program. Many of our clients, including Wayne County, host cooperative contracts through this program, and PCG staff managed the MiDEAL program during their employment with the State of Michigan. If awarded and acceptable to Wayne County, we are willing to extend this contract to the CoPro+ Program.

We believe during periods of heavy workload that cooperative contracts should be given a high level of consideration, especially as it relates to commodity purchases. We believe this process can help to manage the procurement workload effectively. We feel compelled, however, to state that we are not supporters of Sourcewell or OMNIA. These organizations are run by private equity firms, and their primary goal is to generate shareholder wealth through high earnings. This goal runs counter to a public procurement belief of obtaining pricing that is fair and reasonable. As such we will continue to promote MiDEAL, REMC, and CoPro+. All are Michigan based organizations and we have a high level of confidence that each organization follows the state law regarding piggyback agreements.

Wayne County Specifications

- *Drive philosophy of continuous improvement throughout the organization relating to cost, quality, and delivery*

Response: Continuous improvement is our mantra in all areas of the procurement process. PCG staff is agile in the ability to identify efficiencies and modify processes in order to reduce costs, increase quality, and improve delivery.

As reflected in our response, and specifically in the Experience Matrix below, PCG's experience exceeds the required five years of state, local, or municipal procurement experience. We also have been providing the necessary software licenses for the County, and we are able to continue to do so.

DEMONSTRATED EXPERIENCE MATRIX

While these exact staff members may not be assigned to Wayne County, we wanted to reflect our commitment as a company to only bring in a solid team with strong education and experience as detailed in the Strength of Team section of our proposal.

| PCG Team Members | Procurement Years of Experience | Procurement Expertise | Government Regulation Experience | | | Unique Experience Complex/IT/Construction/FEMA |
|------------------|---------------------------------|--------------------------|----------------------------------|-------|-----------|--|
| | | | Federal | State | Municipal | |
| Shelia Anderson | 26 | Procurement Management | ✓ | | ✓ | ✓ |
| Sherita Calloway | 27 | All Sourcing Areas | ✓ | ✓ | ✓ | ✓ |
| Dave Thornton | 26 | Construction/Roads | | | ✓ | ✓ |
| Dustin Frigy | 20 | IT/Prof. Services | ✓ | ✓ | ✓ | ✓ |
| Steve Motz | 18 | IT/Prof. Services | ✓ | ✓ | ✓ | ✓ |
| Tom Falik | 23 | IT/Prof Serv/MRO | ✓ | ✓ | ✓ | ✓ |
| Erika Hunter | 19 | MRO Services Commodities | | | ✓ | |
| Chris Mitchell | 26 | SOW Drafting/ IT | ✓ | ✓ | ✓ | ✓ |
| Steven Jackson | 6 | Contract Management | ✓ | | | |
| Bridget Grier | 7 | Contract Management | ✓ | ✓ | ✓ | |

The matrix above outlines PCG's demonstrated experience in handling federal, state and municipal regulations. It also outlines key team members' familiarity and experience in handling complex procurement requirements and disaster recovery requirements. In total, PCG is comprised of expert public procurement professionals with more than 285 years of combined experience in federal, state, local, university and school fields.

Services Offered

- Agency assessment to identify procurement compliance controls, processing efficiencies, and cost savings
- Commodity spending analysis
- Specification development
- Competitive bid preparation and management
- Proposal evaluation facilitation
- Supplemental procurement staffing
- On-call procurement professional support
- Contract development and administration
- KPI reporting
- Policy/Procedure development, review, and compliance
- CoPro+ shared services solution program
- Contract Management

Our consulting model provides the services requested while also offering agency assessment, sourcing analysis, staff training, supplier development, and strategic planning services, as needed, to aid you in meeting your program goals. We have specifically designed service model that meets your requirements and allows us to deliver results efficiently and cost-effectively.

As a leader in public procurement, PCG is dedicated to helping clients improve performance and positively impact operations. Using our client-centric approach, we develop the tools and systems to best address the needs of each client. Our team will become part of your team, helping you do the work needed. As with any relationship, communication is the key and will ensure we are always where you need us. Our team has, and will continue to, immerse itself in your operation to clearly understand the roles, regulations, and nuances of your organization.

As a current contractor with Wayne County providing procurement support, we fully understand Wayne County operations. We have developed tools to assist us in monitoring procurements and maintaining a smooth procurement operation. The importance of understanding your organization is paramount to our success, and our team will continue to serve the County seamlessly.

SAMPLE APPROACH

Though not required by your RFP, we are providing a sample approach below to projects that are typical to those anticipated by the County. We customize the actual approach and activities for each project:



- Kick-off Meeting & Team Assignments
- Task Order Requirements & Timeline
- Related Document Review
- SME and Best Practices



- Bid & Specification Development
- Define Bid Evaluation Criteria
- Supplier Selection
- Evaluation & Award



- Contract Administration
- Change Control Management
- Contract Close-Out



-
- Bid Synopsis
 - Status of Procurements
 - Individual Dept. Status

STRENGTH OF TEAM

Capability and capacity of the team is measured by the strength of the team. Capability answers the question of how well the work was performed. It speaks to the quality of the work done. Capacity measures the quantity of the work performed. The combination of capability and capacity speak to the strength of the team.

At PCG/MACSC we created a formula to respond to public entities desire to measure the capacity and capability of their public procurement teams. To measure the strength of procurement organizations we look at a five primary factors. The factors we analyze are 1) years of procurement experience; 2) formal university degrees; 3) certification from public procurement programs; 4) multiple sourcing experiences as well as unique/complex sourcing experiences; and 5) procurement leadership in an organization.

TEAM STRENGTH FORMULA:

| | <u>Max Points</u> |
|---|------------------------------|
| Years of Procurement Experiences (Public Procurement Experience rated at a 2.5X) | 50 |
| Formal Degree (Additional points for procurement related fields and advanced degrees) | 15 |
| Procurement/Purchasing Certifications | 15 |
| Multiple Sourcing Experiences/Complex Sourcing Experiences | 20 |
| Procurement Management Experience (Bonus Points) | 10 |

Years of Experience: One (1) point for every year of procurement up to 20 years. We utilize a factor of 2.5 for public procurement experience. Public procurement experience is unique because of requirements and rules that bound the expenditure of public funds. The maximum amount that can be scored in this area is 50 points.

Formal Degree: Ten (10) points for every undergraduate degree. We provide an additional 5 points for degrees that are specific supply chain and procurement related undergraduate degrees. We also account for advance degrees and provide an additional 5 points for advanced degrees. The maximum amount of points in this area is 15 points.

Certifications: Fifteen (15) points for formal certifications (CPPB, CPPO, CPM and federal certifications, etc.)

Multiple Sourcing and/or Complex Experiences: Ten (10) points are provided for staff that have experiences in multiple sourcing areas (IT, Services, Commodities, Construction). Ten (10) points are provided for staff that have experience in handling a complex procurement like a major IT system integration, road or building construction, or a unique specialized services request. The maximum points in this area is 20 points.

The matrix below provides an outline of the team strength that we bring to Wayne County, and an idea of our typical workforce. This exact team may not be assigned to Wayne County projects; however, we wanted to provide this as an example of the structure we have in place to ensure the strength of the team, and that the team members meet the County's standards for education and experience.

| Team Member | Formal Knowledge | Procurement Experience | Sourcing/ Specialty Experience | Procurement Management | Total |
|--|--|------------------------|--------------------------------|------------------------|--------------|
| Shelia Anderson | CPPO/CPPB-15 Advanced Degree - 15 | 25 Yrs. - 50 | 20 | 10 | 110 |
| Chuck Wolford | Advanced Degree - Specific - 15 | 32 Yrs. - 50 | 20 | 10 | 95 |
| Greg Faremouth | Degree - 10 | 28 Yrs. - 50 | 20 | 10 | 90 |
| Sherita Calloway | CPPB - 15 Advanced Related Degree - 15 | 27 Yrs. - 50 | 20 | 10 | 110 |
| Steve Motz | Related Degree - 15 | 18 Yrs. - 45 | 20 | 10 | 90 |
| Erika Hunter | Advanced Degree - 15 | 19 Yrs. - 44.5 | 20 | - | 79.5 |
| David Thornton | Degree - 10 | 26 Yrs. - 36.5 | 20 | - | 66.5 |
| Dustin Frigy | CPM - 15 Advanced Related Degree - 15 | 20 Yrs. - 50 | 20 | 10 | 110 |
| Bridget Grier | Advanced Related Degree - 15 | 7 Yrs. - 10 | 10 | 10 | 45 |
| Tom Falik | Related Degree - 15 | 23 Yrs. - 50 | 20 | 10 | 95 |
| Steven Jackson | Advanced Degree - 15 | 6 Yrs. - 6 | 10 | 10 | 41 |
| Penny Saites | Degree - 10 | 25 Yrs. - 50 | 20 | 10 | 90 |
| Stacey Shaw | AMP Certifications - 15 | 11 Yrs. - 27.5 | 10 | - | 52.5 |
| Cheryl Schubel | Advanced Degree - 15 | 18 Yrs. - 22.5 | 10 | - | 47.5 |
| Chris Mitchell | NIGP & CPPB-15 Degrees - 15 | 26 Yrs. - 50 | 20 | 10 | 110 |
| Veronica Caston-Frost | CPPB-15 Advanced Degree - 15 | 25 Yrs. - 50 | 20 | - | 100 |
| Dierra Pernell | DAU Cert. Level II- 15 Advanced Degree - 15 | 19 Yrs. - 30 | 10 | - | 70 |
| Average Score for Collective Team | | | | | 82.47 |

As outlined in this matrix you can see that this team, and the staff we bring to our clients has collectively the capacity and capability to meet the requirements stated in the solicitation. The PCG team has an average collective score of 82.47 which is an indicator of the strength of the team.

PRICING APPENDIX A

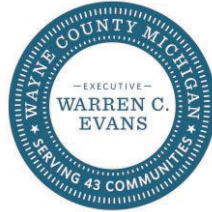
The pricing for this contract is submitted as a **firm-fixed price contract**. The information provided on pricing appendix A is to demonstrate the number of personnel and hours needed to accomplish the scope of work. The workload over the past couple of years shaped our projected hours in the pricing appendix.

Important to note that 75% of the staff submitted for this project will be 100% dedicated exclusively to this project.

Pricing for the Jaggaer licenses is provided for FY 2024, 2025 and 2026. Our proposal is based on the assumption that a new ERP system will be installed in 3 years and Jaggaer licenses will not be needed in FY 2027.

ADDITIONAL SERVICES PROVIDED – PROJECT MANAGEMENT: The Pricing Sheet includes a placeholder for Project Managers. There are no attached values, but there are established price rates if the County desires to add these staffing requirements and services anytime during the contract term.

ATTACHMENTS



PART 2 – SUPPLIER SUBMITTAL REQUIREMENTS

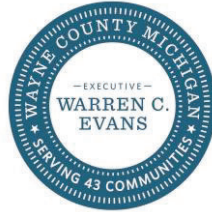
SECTION 5.0 – REQUIRED DOCUMENTATION AND FORMS

(Mandatory Minimum Requirements Checklist)

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | DOCUMENTATION AND FORMS |
| <input checked="" type="checkbox"/> | <p>5.1 Demonstrate that the Proposer OR Proposer or its subcontractor OR Proposer or its key personnel meet the minimum qualifications outlined in Section 2.0, which may be accomplished by submitting the following:</p> <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 Proposal Form – must be submitted with bid |
| <input checked="" type="checkbox"/> | 5.3 Pricing Sheet [Appendix A] – must be submitted with bid |
| <input checked="" type="checkbox"/> | 5.4. Business Information Questionnaire – must be submitted with bid |
| | OTHER FORMS (Download*, complete and include with your proposal) |
| <input checked="" type="checkbox"/> | 5.5 Response to 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 |
| <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 proposal. Apply on-line at: https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx |
| <input checked="" type="checkbox"/> | Certificate of Insurance listing current coverages |
| | EVALUATION CRITERIA |
| | Include any additional documentation that demonstrates how your company meets or exceeds the Evaluation Criteria outlined in Section 4.10. |

* Download Forms that are not included at:

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



5.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS

(Outlined in Section 2.0)

Complete the following information for a minimum of three (3) customer references for Procurement Consulting Services of similar scope dating within the past (5) years

Reference 1:

| | |
|--|--|
| Entity Name: Livingston County | Contact Name and Title: Cindy Arbanas Deputy County Administrator |
| City: Howell | State: Michigan |
| Phone Number: 517-540-8727 | Email Address: CArbanas@livgov.com |
| Years Serviced/Date of Project: August 2018 to Present | Annual Volume/Contract Amount: \$49,200 |
| Description of Project or Services: Handle end-to-end procurement process for all projects exceeding \$25,000 in value | |

Reference 2:

| | |
|---|--|
| Entity Name: Jackson County | Contact Name and Title: Debra Kubitskey Assistant Administrator |
| City: Jackson | State: Michigan |
| Phone Number: 517-768-6623 | Email Address: dkubitskey@mijackson.org |
| Years Serviced/Date of Project: January 2018 to Present | Annual Volume/Contract Amount: \$36,000 |
| Description of Project or Services: Manage the procurement process for the highly complex, high dollar value projects | |

Reference 3:

| | |
|--|--|
| Entity Name: Wayne County | Contact Name and Title: Monica Jackson Department Administrator |
| City: Detroit | State: Michigan |
| Phone Number: 313-224-7065 | Email Address: mjackson@waynecounty.com |
| Years Serviced/Date of Project: January 2016 to Present | Annual Volume/Contract Amount: \$1,440,000 |
| Description of Project or Services: Full procurement team is both on- and off-site providing end-to-end procurement services & managing the purchasing process for the county. | |

Shelia L. Anderson
 Farmington, MI 48336

(313) 802-2055 (cell)
 Email: sanderson8@mi.rr.com

Skill Summary

An organized, creative and resourceful strategic planner with the ability to negotiate, solve problems, as well as bring multiple projects to completion on time.



Skill Highlights

| | |
|---------------------------|--------------------------------|
| ➤ Effective leader | ➤ Negotiator |
| ➤ Change agent | ➤ Audit and compliance focused |
| ➤ Planner | ➤ Detail oriented |
| ➤ Data program proficient | ➤ Contract administrator |
| ➤ Creative problem solver | ➤ Project manager |
| ➤ Solutions oriented | ➤ Report generation expertise |

Senior Executive Leadership Positions

Procurement Consulting Group, LLC

Commerce Township, MI

❖ *Senior Executive Procurement Consultant*

2017 – Present

Lead procurement transformation initiatives for local government agencies. Provide process improvement analyses. Develop and implement initiatives to promote efficient and effective operations, while ensuring compliance with policies and procedures. Analyze spending trends to provide strategic solutions for contracting. Manage and facilitate solicitation processes. Serve on ERP implementation committees (Oracle and WorkDay). Create Standard Operating Procedures (SOPs) and Training documentation for Purchasing Agents and User Departments. Conduct training. Serve as Project Manager by directing and managing supplemental procurement staff.

MGM Grand Detroit Casino and Hotel

Detroit, MI

❖ *Director of Purchasing*

2011 – 2013

Directed all procurement activities for the \$100 million in annual spend on goods and services at MGM Grand Detroit Casino and Hotel. Oversaw compliance with Michigan Gaming Control Board (MGCB) regulatory requirements. Developed and implemented procurement initiatives to help ensure efficient and effective operations. Improved Audit Control Rating. Developed queries and reports. Maintained and tracked all casino contracts. Reviewed and prepared solicitation documents. Prepared various spend reports for presentation to the Board of Directors. Served on MGM Resorts International Executive Team to solicit potential casino locations in the U.S. Engaged in vendor outreach activities. Managed and trained staff.

Wayne County Airport Authority

Romulus, MI

❖ *Procurement Director*

2009 – 2011

❖ *Procurement Deputy Director*

2007 – 2009

❖ *Assistant Director of Contract Compliance*

2006 – 2007

Oversaw and managed all procurement functions for both Detroit Metro and Willow Run Airports, which included: surplus property disposal, P-Card, and records retention. Reviewed contract documents and negotiated contracts in consultation with the General Counsel. Reviewed and authorized all contract award recommendations prepared for the CEO or Board's final approval. Responded to vendor protests. Managed Division's balanced scorecard (statistics) related to Airport Authority procurement processes to determine trends and monitor staff performance. Oversaw compliance with Federal Aviation Administration contracting requirements for grant funded projects. Served on the Airport Authority's Leadership Team.

Wayne County Community College District (WCCCD)

Detroit, MI

- ❖ Associate Vice Chancellor for Procurement and Budget 2002 – 2006
- ❖ Director of Campus Business Operations 1999 – 2002
- ❖ Buyer 1995 – 1999

Prepared documents on behalf of the Vice Chancellor for Administration and Finance for submittal to the State and various agencies, primarily associated with capital outlay and bond allocations. Served as the liaison between the College and its bond rating agencies. Provided support to Controller's office in preparation of year-end financial statements in regard to operational expenditures as well as capital projects and fixed asset purchases. Coordinated and developed updates to the Chancellor on the status of the Capital Improvement Program Initiative, funded by bond sales. Prepared and facilitated presentations on budget and fixed asset purchases for Board of Trustee meetings, Cabinet meetings and other meetings as directed. Established a training program and procedures manual for campus business managers. Supported Buyers in adhering to purchasing policies and procedures. Trained new Buyers on District purchasing policies, procedures and ERP system (Banner).

Management Positions

University of Michigan - Dearborn

Dearborn, MI

- ❖ Business Manager, Facilities Department

2014 – 2017

Oversaw and monitored expenditures for all Facilities Operations' business units. Managed accounting processes for department. Administered the AiM (work order management) System. Managed the Call Center and materials inventory. Prepared reports. Prepared documents for competitive solicitation for maintenance and construction/renovation projects. Assured payment applications for construction projects are within contract guidelines. Reviewed contracts. Processed Change Orders. Advised the management team on financial policies, procedures and processes. Spearheaded special projects. Wrote Standard Operating Procedure (SOP) documents. Served on Building Incident Response Team (BIRT) and Incident Management Response Team.

University of Detroit Mercy

Detroit, MI

- ❖ Business Manager, School of Architecture & Detroit Collaborative Design Center

2013 – 2014

Managed all restricted and unrestricted fund accounting processes, which included: tracking all budget-related accounting activities; issuing faculty and staff payroll authorizations; and preparing budget reports. Managed donor funds as well as grant funds from the Kellogg and Kresge Foundations, as well as other sources, to ensure expenditures were in compliance with grant requirements. Competitively solicited bids. Reviewed and processed all contracts. Served as the liaison to Finance, Budget and Human Resource Departments for the Dean and faculty to address financial matters, including payroll and travel related expenses. Managed auxiliary functions for the University.

Education

Master of Science in Administration
Central Michigan University – Metro Detroit

Bachelor of Arts in Communications
The University of Michigan

Certifications

Certified Public Procurement Officer (CPPO)

Certified Professional Public Buyer (CPPB)
Universal Public Purchasing Certification Council (UPPCC) - Herndon, VA

Affiliations

Michigan First Credit Union
Board Member (May 2007 – Present)

National Institute of Governmental Purchasing
Member since 2005

Michigan Public Purchasing Officers Association
Board Member and Committee Chair (June 2007 – May 2010)

Computer Skills and Programs/Systems Experience

Programs: Microsoft 365 – Outlook, Word, Excel, PowerPoint, SharePoint and Teams
ERP Systems: PeopleSoft (M-Pathways), Banner, Munis, IFAS, JDEdwards, and Stratton Warren (AS400)
Other: Procure to Pay, Crystal Reports, Concur, AiM, Zoom

Sherita M. Calloway
25854 Elwell Road
Belleville, Michigan 48111
734-645-3796
Sherita.Calloway@gmail.com

EDUCATION:

Eastern Michigan University, Ypsilanti, Michigan (Graduate)
Masters Degree – Guidance, Counseling and Personnel Work
Bachelors Degree – Business Administration – Management

Muskegon Community College, Muskegon, Michigan (Graduate)
Associates Degree – Arts – Business Major

PROFESSIONAL CERTIFICATIONS/MEMBERSHIPS:

Certified Professional Public Buyer (CPPB) – Universal Public Purchasing Certification Council
National Institute of Governmental Purchasing (NIGP) – Member
Michigan Public Purchasing Officers Association (MPPOA) – Member

WORK EXPERIENCE:

November 2020 – Present (Self Employed) With Joy Consulting, LLC
Provides professional procurement, consulting and related services

Under contract between Wayne County and Michigan Association of Counties Service Corporation (MAC) through Procurement Consulting Group (PCG), Commerce Township, Michigan

Strategic Sourcing Analyst

Perform purchasing/procurement services including, but not limited to: Review requisitions and specifications/scope of work to determine the most appropriate solicitation method. Conduct cost analysis, and research historical information prior to preparing solicitation documents. Meet with customer departments as needed to discuss minimum qualifications, potential vendors, technical scope/specifications for goods and services. Prepare and issue solicitation documents (i.e. Request for Bids, Request for Proposals, Request for Qualifications or Request for Information). Advertise and distribute solicitations in accordance with Wayne County's Procurement Ordinance, legal requirements and established processes/procedures. Schedule and conduct pre-response meetings, bid openings and debriefing meetings. Compute, tabulate and evaluate submitted bids, review qualification statements and proposals. Prepare scorecards and facilitate Evaluation Committee meetings. Check vendor references. Prepare award recommendations for approval by Department and Procurement Director. Create and maintain solicitation files in SharePoint and P2P. Assign work (new solicitations) to team members. Provide training as requested.

**March 2012 – July 2020 Wayne County Airport Authority, Procurement Department,
Detroit Metropolitan Airport, Detroit, MI (Romulus)**

Procurement Deputy Director:

Oversight of the day-to-day operations of the Purchasing Unit (supervise 14 staff), Purchasing-Card Program and Surplus Property Disposal Program. Create and implement procedures for all purchasing/solicitation processes. Train and provide guidance to Buyers, Contract Compliance and Administrative support staff. Assign new solicitations to staff daily, review workload and project status. Conduct routine follow-up meetings with staff to monitor progress and ensure compliance. Conduct audits of solicitation files/records to ensure compliance with Procurement and Contracting Ordinance, legal requirements and established procedures. Facilitate “cradle to grave” solicitation processes for complex and highly sensitive, high profile projects. Issue Request for Bids, Request for Proposals, and Request for Qualifications as appropriate for project. Conduct Pre-bid/Pre-proposal meetings and facilitate Evaluation Committee meetings. Prepare evaluation documents, calculate final scores and pricing information. Prepare award recommendation summaries for approval by the Chief Executive Officer and Wayne County Airport Authority Board. Attend outreach events and meet with vendors to increase business opportunities, inclusion of Disadvantaged Business Enterprises (DBE), Airport Concession Disadvantaged Business Enterprises (ACDBE), and Small Business Enterprises (SBE). Review, monitor and approve expenditures to ensure purchases within approved Procurement budget. Prepare requests for new staff positions and Procurement annual purchasing budget.

**May 2004 – February 2012 Wayne County Airport Authority, Procurement Department,
Detroit Metropolitan Airport, Detroit, MI (Romulus)**

Senior Solicitation Manager:

Supervise and manage eight (8) Purchasing Unit staff. Provide training and guidance to new hires or as needed. Conduct quarterly audits of formal and informal solicitation files and prepare reports for review by Procurement Director. Investigate and determine reasons for delays in solicitation processes, make recommendations to improve and update scorecard reports. Review requisitions and scope of work to determine the most appropriate solicitation method and conduct the necessary procurement processes. Meet with customer departments as needed to discuss scope, technical specifications, minimum qualifications of potential vendors. Manage complex solicitations (i.e., Construction, Concession, Professional Services, Management Services) to issue Request for Bids, Request for Proposals, Request for Qualifications or Request for Information. Advertise and distribute solicitations in accordance with the Airport Authority’s Purchasing Ordinance, legal requirements and established procedures. Schedule and conduct pre-response meetings, bid openings and debriefing meetings. Compute, tabulate and evaluate submitted bids, review qualification statements and proposals. Review and prepare summary regarding each vendor prior to each evaluation meeting. Schedule and facilitate all solicitation meetings with vendors and Evaluation Committee meetings. Provide guidance and instructions as needed at Evaluation Committee meetings. Check vendor performance and references. Prepare contract award recommendations for approval by the Chief Executive Office and/or Wayne County Airport Authority Board. Prepare and distribute purchase orders. Prepare complex cost and price analysis, and other reports using statistical information. Knowledge of federal requirements, including Davis Bacon Wage Determination requirements and federally funded programs (i.e., Disadvantaged Business Enterprises, Airport Concession Disadvantaged Business Enterprises), and non-federally programs (i.e., Small Business Enterprises).

**August 2002 – May 2004 State of Michigan, Department of Labor & Economic Growth
(formerly The Department of Career Development), Contract and
Grant Administration, Lansing, Michigan**

Purchasing Manager:

Supervise, provide guidance, and train Buyers. Determine appropriate purchase process and develop step by step procedures for use by department staff. Review, approve and assign requisitions for purchase of goods and services. Analyze and develop specifications, general contract provisions (i.e. terms and conditions) and negotiate contracts for departmental program areas. Ensure the best price for goods and services by collecting competitive bids (Solicitation for Quotes, Invitation for Bids, Request for Proposals). Approve leave requests and ensure staff coverage. Audit Purchasing card (P-card) transactions and records to ensure compliance with established procedures. Investigate P-card findings and provide written reports to Procurement Director. Meet with various departments (i.e., Finance, Budget and Accounts Payable) to ensure appropriate procedures are followed. Gather information in order to make recommendations for process changes. Meet and work with the Department of Management and Budget, Purchasing staff on projects that exceed departmental purchasing authority. Conduct site inspections by visiting agency sites to determine whether vendors were in compliance with contract. Facilitate debriefing meetings with vendors. Facilitate meetings between vendor(s) and agency, and negotiate resolutions.

**May 1993 – August 2002 State of Michigan, Department of Management and Budget,
Acquisition Services (formerly know as the Office of Purchasing),
Lansing, Michigan**

Buyer Specialist:

Establish and administer statewide Just-in-Time Program for Janitorial and Industrial supplies. Manage and solicit for all janitorial service contracts (statewide), window cleaning, lead abatement/remediation and poison control service contracts, and various other related goods and services. Review requisitions provided by State agencies to determine appropriate solicitation method/type based on terms and conditions, then assist State agencies with developing appropriate scope/specifications. Issue competitive bidding opportunities (Solicitation for Quotes, Invitation to Bids, Request for Qualifications, and Request for Proposals) to ensure best pricing for goods or services. Conduct site visits, Pre-bid/Pre-proposal meetings, chair evaluation committee meetings. Evaluate bids, prepare bid tabulations, review vendor proposals for compliance with requirements, and prepare award recommendations. Negotiate contract(s) with lowest responsive and responsible bidders. Collect insurance certificates and prepare purchase orders. Serve as liaison to assist Community Rehabilitation Organizations with State set-aside projects including potential contracts. Attend State meetings and participate in outreach programs to increase bidding and contracting opportunities for disadvantaged and small businesses in Michigan.

DAVID THORNTON
Rochester Hills, MI 48309

Davidthornton458@gmail.com

248-701-6254

SENIOR BUYER

Deliver Complex Global Programs | Initiate Change | Optimize Performance

Versatile purchasing professional delivering bottom line results through broad based experience in purchasing, planning and business management. Thrives in providing strategic, cost effective purchasing solutions across a wide spectrum of products/services. Collaborative, effective communicator able to develop relationships and communicate at all levels.

- Strategic Planning Solutions
- Develop Global Sourcing
- Cross-functional Communication
- Strong Supplier Relations
- Commercial Agreement Management
- Microsoft office products, SAP & JDE procurement software

EXPERIENCE SUMMARY

MACSC – PROCUREMENT CONSULTING GROUP, LLC. Commerce Twp., Michigan 2017 - Current Strategic Sourcing Specialist

Responsible for procuring a wide variety of commodities for Department of Public Services (DPS) including Engineering Services, Road and Bridge Construction and Maintenance, Equipment, and Fleet.

- Effectively managed process with stakeholders to develop specifications and efficiently organizing Request for Proposal (RFP) process increasing volume of solicitations 80% to best serve business needs.
- Ability to manage multiple complex projects and deal independently with all levels of management. Coordinate activity of Corporation Counsel, Finance, Commission Committee.

GENERAL MOTORS COMPANY LLC, Detroit, Michigan

2002 - 2016

Senior Buyer

Global Purchasing and Supply Chain.

Responsible for negotiating a wide variety of commodities including Event & Media Vehicle Fleet, Racing, Remarketing, Vehicle Auctions, Authoring-Translation, Global Market Research.

Executed negotiations in Experiential Marketing, Business Meetings in U.S. and Canada,

Advertising and Dealer Retail Programs, Fire-Safety and Security Services,

Data Analytic Services, Fulfillment Services, Information Technology Services (GMIT)

- Accomplished managing domestic and global purchasing projects. 2016, negotiated Global Market Research project producing 22% multimillion-dollar cost savings in year one, 8% year-two savings, and 10% savings in year three through bundling multiple projects.
- Conducted sourcing of Indy-Car racing Aero-Kit project from design to team distribution, meeting tight cost and timing objectives. Design won the Indianapolis 500 in 2015 and Verizon Manufacturers Championship 2015 and 2016.

- Initiated process change to sourcing GM Racing projects that resulted in 30-60-day turnaround time savings.
- Overall 7% savings in fiscal 2015, consistently met/exceeded saving objectives through effectively leveraging bid process.
- 15% saving purchasing decision through proactive strategic solution to bundle cross-discipline projects with common supplier.
- Effectively managed process with stakeholders to develop specifications and organizing Request for Proposals (RFP) to best serve business needs.
- Ability to manage multiple complex projects and deal independently with all levels of management. Coordinate activity of Legal Department, Finance, Technical Accounting, Tax Department
- Reduced turnaround time in the purchasing process through templating activity for projects under \$100k

KMART CORPORATION, Troy, Michigan

Co-Buyer / Merchandise Planner

1997-2002

Responsible for managing sales, gross margin, and inventory levels for \$200 million category and developing unit plans for monitoring product sales. Maintained open to buy based upon sales trends.

- Established consistent sales and gross margin improvement.
- Met or exceeded turnover goals through optimal inventory levels and merchandise flow to distribution centers and stores.
- Planned unit requirements and distribution to satisfy the customer and reduce inventory investment by 25%.
- Developed sales and inventory plans to coordinate EDI vendor's production and delivery schedules for basic replenishment programs.
- Effectively planned and coordinated lead times for domestic and import merchandise programs.
- Developed more effective print advertising promotions, and created visual presentation standards, product packaging designs and in-store signing programs.
- Responsible for negotiating with vendors, determining specifications, accepting bids, purchasing and planning a \$30 million category in 2150 stores.
- Communicated daily with vendor community to focus on business trends and help reduce out-of-stocks.

EDUCATION

Bachelor of Arts, Business Administration, ALBION COLLEGE, Albion, Michigan

Company Sponsored Training:

GPSC Export Compliance 2016, 2015, 2014
 GPSC Cyber Security 2016, 2015, 2014
 GPSC INCO Terms, Title Transfer Terms 2015
 GPSC SAP Training 2014
 GMU Oversight of Contracted Services 2012
 GPSC Complex Contracts 2010

DUSTIN FRIGY
Owner, Contract Management Specialties, LLC
810.965.1300 – dustinfrigy@hotmail.com

OVERVIEW

Dustin Frigy holds a Bachelor of Business (BBA) and Master of Public Administration (MPA) from the University of Michigan. He has been involved with government procurement for more than 20 years in professional positions with the Federal Government, State of Michigan, and various local government agencies.

Beginning in 2001, he served the Director of Defense Logistics Agency – Procurement Technical Assistance Center (PTAC) in mid-Michigan for 14 years, where he led a team of Procurement Consultants helping regional businesses secure hundreds of millions of dollars in government contracts and served as President of the statewide PTAC membership organization.

After that, he founded Contract Management Specialties, LLC and developed a contractual relationship with the Michigan Association of Counties (MAC) Service Corporation, been involved with procurement transformation at Wayne County, including development and management of complex and high-dollar procurements, and managed programs on behalf of the State of Michigan for the Michigan Economic Development Corporation (MEDC) and Michigan Defense Center, and Oakland County.

EDUCATION

Master of Public Administration (MPA) – University of Michigan
Bachelor of Business Administration (BBA) – University of Michigan

Other Past Professional Certifications:

Associate's Certificate in Contract Management from George Washington University
Certified Federal Contract Manager through National Contract Management Association
Certified Contracting Assistance Specialist through APTAC

WORK HISTORY

2015-Current ***Owner, Contract Management Specialties, LLC***

Manage relationships with public and private sector clients to effectively deliver government procurement expertise and ensure the most effective expenditure of public funds for products and services on behalf of local, state, and federal organizations, including Wayne County, Oakland County, Michigan Defense Center, Michigan Economic Development Corporation, and Columbus Regional Airport Authority.

2001-2015 ***Program Manager, Procurement Technical Assistance Center (PTAC), Genesee Regional Chamber of Commerce***

Direct staffing, operational, financial and programmatic aspects of the Procurement Technical Assistance Center (PTAC) program. Develop, evaluate, and revise as appropriate, policies and procedures to ensure efficient and comprehensive delivery of assistance to clients in accordance with Department of Defense contract requirements and State of Michigan standards.

STEVEN MOTZ

517-648-0442 - steve@pcg-pro.com

WORK EXPERIENCE

EXECUTIVE SOURCING CONSULTANT PROCUREMENT CONSULTING GROUP | LANSING, MI

JULY 2022 – PRESENT

- Worked with various cities, counties, school districts to review and enhance their solicitation process
- Redevelopment of templates for various solicitation types to enhance the bid process in order to achieve better results for clients
- Restructured evaluation processes to increase efficiency and effectiveness of sourcing initiatives
- Recommendation of approaches to increase disadvantaged business entity participation in the solicitation process
- Developed, issued, and evaluated solicitations for various clients
- Negotiated contract pricing terms and conditions with the awarded vendor
- Familiarity with multiple E-procurement and ERP systems

COMMODITIES AND SERVICES SENIOR BUYER STATE OF MICHIGAN | LANSING, MI

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, PROCUREMENT

SEPTEMBER 2019 – JULY 2022

- Drafted technical specifications, terms and conditions, and finalize the Request for Proposal (RFP) package prior to posting the solicitation for high dollar and complexity commodity and services procurements
- Established the project timeline for the RFP and serve as the single point of contact for all procurement related issues
- Coordinated with various key stakeholders to address vendor questions related to the solicitation, and provide timely and concise responses
- Chaired the evaluation committee meetings to ensure the procurement process is well documented and in compliance with state laws, procurement policies and guidelines
- Negotiated contract pricing terms and conditions with the awarded vendor
- Managed contract change control, mediate disputes between the vendor and state agency, and other related contract administration duties

MANAGER OF PROCUREMENT QUANTAM SOLUTIONS | LANSING, MI

NOVEMBER 2015 – SEPTEMBER 2019

- Providing procurement consulting services to the State of Michigan Department of Technology Management & Budget for procurements impacting the Chief Technology Officer at State of Michigan
- Develop the Statement of Work, requirements, cost schedules, and key evaluation components of the Request for Proposal (RFP) to ensure a fair and competitive solicitation
- Provide technical assistance and direction through the evaluation process and assistance in developing and negotiating the contract with selected vendor

PURCHASING MANAGER STATE OF MICHIGAN | LANSING, MI

MICHIGAN DEPARTMENT OF TREASURY, OFFICE OF DEPARTMENTAL SERVICES PURCHASING SECTION

JULY 2014 – NOVEMBER 2015

- Managed the Purchasing Section in the Department of Treasury, administering the procurement of all commodity and service contracts for the Department which is approximately \$617 million in active contracts
- Developed Treasury Request for Proposals in collaboration with the Department of Technology, Management and Budget (DTMB) for complex IT procurements, including leading the Statement of Work development activities and working with purchasing staff to ensure timelines are met and the solution meets the needs of Treasury
- Managed Treasury purchasing staff through the assignment of work and through training and education on the state procurement process
- Served alongside other State Purchasing Managers and Procurement Directors on the Enterprise Procurement training team to develop processes and training programs to improve and streamline the procurement function within state government

STEVEN MOTZ

517-648-0442 - steve@pcg-pro.com

DEPARTMENTAL SPECIALIST STATE OF MICHIGAN | LANSING, MI
MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, STRATEGIC SERVICE
PROVIDER PARTNERSHIPS

AUGUST 2013 – JULY 2014

- Drafted the Statement of Work and Request for Proposals for the Enterprise Resource Planning (ERP) procurement
- Facilitated the ERP Joint Evaluation Committee (JEC) process that includes over 150 State of Michigan advisors from various state departments
- Provided review and advisory services to DTMB, Procurement on their draft RFP's and contract change notices when requested

INFORMATION TECHNOLOGY DIVISION BUYER STATE OF MICHIGAN | LANSING, MI
MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, PROCUREMENT

MAY 2005 – AUGUST 2013

- Drafted technical specifications, terms and conditions, and finalize the Request for Proposal (RFP) package prior to posting the solicitation
- Established the project timeline for the RFP and serve as the single point of contact for all procurement related issues
- Coordinated with various key stakeholders to address vendor questions related to the solicitation, and provide timely and concise responses
- Chaired the evaluation committee meetings to ensure the procurement process is well documented and in compliance with state laws, procurement policies and guidelines
- Negotiated contract pricing terms and conditions with the awarded vendor
- Managed contract change control, mediate disputes between the vendor and state agency, and other related contract administration duties

EDUCATION

MICHIGAN STATE UNIVERSITY, Eli Broad College of Business
Bachelor of Arts in Supply Chain Management (December 2004)

- Graduated with Honors
- Information Technology Specialization

TECHNOLOGY DETAIL

- Highly proficient in Windows and Macintosh as well as the following software applications: Word, Excel, PowerPoint, Access, MS Project, Visio, Adobe Photoshop
- Significant experience with the State of Michigan systems, including but not limited to BidNet, SIGMA, Oracle
- Experience designing and sustaining websites

Thomas A. Falik
E-mail: Tom@pcg-pro.com

PROFILE

Supply Chain Management professional with 25 years progressive experience in both private and public sectors. Demonstrated leadership skills include the following:

- * Customer Service
- * Contract Management
- * Planning/Forecasting
- * Negotiation
- * Strategic Sourcing/Procurement
- * Supplier Relationship Management
- * Quality Assurance/Monitoring and Continuous Improvement.

EDUCATION

Arizona State University

Tempe, AZ

Bachelor of Science 1999, Purchasing/Logistics Management

EXPERIENCE

Procurement Consulting Group

Commerce Township, MI

Executive Consultant

April 2022 – Present

- * Provide procurement consulting, strategic sourcing and contract management services to public sector customers
- * Review and implement procurement process improvements with best in class solutions to reduce lead-times, standardize procedures, improve customer satisfaction, execute strategic sourcing, manage contracts and reduce/save costs
- * Saved over \$15 million with strategic sourcing and negotiations.

LIK Consulting LLC

Lansing, MI

Procurement Consultant and Proposal Writer

June 2012 – Present

- * Provide solicitation review, consulting and proposal writing services to businesses for federal contracts. Services for local and state contracts started in November 2018
- * Award win rate for services contracts is 75%, and award win rate for commodities contracts is about 8%.

State of Michigan - Technology, Management & Budget - Central Procurement

Lansing, MI

Assistant Administrator, Information Technology (IT) Division

June 2018 – November 2018

- * Implemented training for IT Contract Lifecycle Management (CLM) system to reduce IT procurement process lead time
- * Assisted IT staff to implement contract management plan for forecasting and planning.

State of Michigan - Technology, Management & Budget - Central Procurement

Lansing, MI

Category Director, Services Division

May 2014 - May 2018

- * Led a team of seven Category Analysts/Specialists, one Business Analyst and one Manager for centrally managed statewide services categories (\$35 billion total services portfolio)
- * Worked with statewide staff to implement Procurement Process Improvement initiative with best in class purchasing solutions (five-year project) which resulted in the following:
 - Lead time reduction of 40% for new purchases and contract amendments \$500,000 or less
 - Standardized processes and procedures with reduction of 28% duplicate data entry
 - Saved over \$200 million annually via strategic sourcing and category management
 - Net Promoter Score (NPS) of 81 for Services Division
- * Managed team for functional design of statewide Enterprise Resource Planning (ERP) system to replace three systems with one consolidated system.

State of Michigan, Department of Treasury, Purchasing Section

Lansing, MI

Buyer/Purchasing Manager

May 2011 - May 2014

- * Managed Purchasing staff to ensure departmental objectives accomplished at the best value in compliance with all laws, policies, procedures and Central Procurement letters
- * Saved over \$10 million annually through supplier selection, negotiation and supply base reduction

State of Michigan, Department of Treasury, Purchasing Section

Lansing, MI

Buyer/Purchasing Specialist

September 2005 - April 2011

- * Assisted in requirements development, award of Requests for Proposals (RFP) and contract administration by reviewing, recommending and writing contractual deliverables, selection criteria, payment schedules and quality control standards
- * Administered contracts by issuing purchase orders, reviewing expiration dates, handling supplier issues, examining contractual deliverables, analyzing quality requirements and implementing amendments
- * Saved over \$8 million annually through supplier selection, negotiation and supply base reduction.

State of Michigan, Department of Treasury, Purchasing Section

Lansing, MI

Buyer/Purchasing Analyst

January 2000 - August 2005

- * Assisted in requirements development, award of Requests for Proposals (RFP) and contract administration by reviewing, recommending and writing contractual deliverables, selection criteria, payment schedules and quality control standards
- * Analyzed current procurement process which resulted in the following:
 - Created internal customer survey to receive feedback for continuous improvement
 - Implemented a process to handle supplier issues
 - Improved contract management through Early Purchasing Involvement (EPI), RFP development and supplier management
 - Developed procedures, policies and intranet application for process improvement initiatives
- * Saved over \$2 million annually through supplier selection, negotiation and supply base reduction.

Global Video Inc.

Phoenix, AZ

Purchasing Manager Trainee

September 1999 - December 1999

- * Analyzed current purchase order expediting environment which resulted in the reduction in the number of outstanding purchase orders and the number of backorders from 24,000+ to 6,000+
- * Reviewed contracts for terms and conditions to ensure suppliers were in compliance with contractual deliverables, timelines and quality requirements
- * Analyzed purchasing reports to develop actual and projected procurement statistics for presentation to the Chief Operations Officer.

Monsanto Company

Muscatine, IA

Jr. Buyer

January 1998 - July 1998

- * Developed supplier relationship skills by managing supplier complaints to improve quality
- * Performed operational duties by issuing purchase orders and managing MRO contracts
- * Saved over \$100,000 through attacking hidden costs, managing bid process and reducing supplier base.

COMPUTER SKILLS

Autocad, Microsoft Office, Microsoft Visio, Salesforce, Apttus Contract Management, SQL, ERP, Adobe Acrobat, Business Objects and multiple eProcurement systems.

Erika L. Hunter

EMPLOYMENT

| | |
|---|---------------------|
| <i>Executive Consultant, Procurement Consulting Group, LLC</i> | 2022-Present |
|---|---------------------|

- Provide public procurement expertise and advice to departmental clients regarding statement of work and scope of services
- Develop and prepare solicitation to be posted on public web sites.
- Communicate with departmental client and internal procurement management team prior to posting
- Lead and coordinate the Q&A process. Ensure all questions have a response and are posted as outlined in the solicitation
- Issue amendments to solicitations as necessary
- Assist in organizing and conducting oral presentations
- Assess and advise on bidders that meet responsive and responsible status
- Organize and prepare evaluation committee to received proposals to review
- Determine whether proposals meet criteria that was outlined in the bid
- Issue award recommendations
- Coordinate the execution of necessary paperwork of recommended awardees
- Communicate to unsuccessful bidders
- Prepare documentation and bid synopsis for review by County Commission

| | |
|---|------------------|
| <i>Purchasing Consultant, Wayne Regional Educational Services Agency (RESA), Wayne, MI</i> | 2018-2022 |
|---|------------------|

- Coordinated the overall purchasing function, and facilitate the timely purchase of equipment, supplies, materials and services on behalf of Wayne RESA, constituent schools and consortium partners.
- Wrote grant for VW bus replacement in which county was awarded \$5.7 Million
- Monitored purchasing process and work with user departments to procure services, materials, supplies and equipment in accordance with board policy, state and federal law and federal grant requirements.
- Served as the liaison to School Business Officers within Wayne County
- Lead the development and coordination of consortium bids and purchasing opportunities for the benefit of local schools
- Provided assistance and resources for constituent districts in the development of RFP's and subsequent contracts.
- Prepared formal RF(x) documents for items and services for the purpose of ensuring compliance with all Agency, state and federal procurement policies, requirements, and regulations.
- Developed, maintain, and publish an online library of resource materials including awarded bids.

| | |
|---|------------------|
| <i>Strategic Sourcing and Contracting Category Account Manager, UW Health, Madison, WI</i> | 2015-2018 |
|---|------------------|

- Managed approximately \$50,000,000 of products and services in contracts for Professional Services, Construction, Human Resources, Construction, Interior Design, and Facilities
- Proposed, lead and implemented department transition to commodity-focus (instead of department-focus)
- Proposed and drafted job specification for needed Contract Administrator position
- Senior-level procurement agent, providing leadership and management of procurement activities for assigned commodities
- Mentor and relegate tasks to junior procurement staff.
- Managed and facilitated competitive bid process including data analytics, benchmarking, and cost analysis.
- Provided consultation and guidance to end-user requests for solicitation and contract development. Proactively developed timeframes necessary to meet objectives.
- Assessed the benefits of negotiating direct supplier contracts or accessing group purchasing organization (GPO) contracts; negotiated aspects of contract and function as project lead between departments, suppliers and senior management.
- Independently performed contract reviews (interfacing with Legal and Risk Management departments when needed); communicating the impact of contract changes and risks to departments; utilized authority to sign agreements within parameters of the organization's signature authority policy
- Conducted meetings with key suppliers and departments to improve processes and reporting tools.

- Cultivated strong working relationships with key departmental leaders, meeting regularly to identify major contracting initiatives.
- Analyzed operational processes, recommended internal improvements and assisted in reviews of procurement policies and procedures
- Consistently recognized for service excellence, with special focus on cross-team collaboration.

Senior Buyer, San Diego Unified School District, San Diego, CA

2014-2015

- Solid experience managing various procurement activities for several high-spend departments.
- Proficiently managed competitive bid processes for all contracts, while leading high level negotiations.
- Analyzed, compared and evaluated various courses of action for assigned product categories, making effective independent decisions.
- Acted as a liaison between suppliers, educators and district administration.
- Developed professional service agreements for multiple administrative departments within the San Diego Unified School District.

Procurement Agent and Contract Administrator, University of Michigan, Ann Arbor, MI

2004-2014

- Managed and monitored existing contractual arrangements for goods and services.
- Established agreements and negotiated terms and conditions with suppliers
- Evaluated existing/potential relationships with vendors for the provision of goods and services
- Served as University advocate to facilitate vendor/end-user contracts; conduct needs analysis.
- Served as an active participant of team charged with creating Contract Director tool; developed departmental job aids; and assisted with the inception and format of training program for the tool.
- Served as an active team member on a strategic contract for Branded Products
- Negotiated contract for a new fleet of hybrid buses used for student, faculty, and employee campus transportation
- Worked with health system buyers and distributor to implement and manage purchasing contracts for medical-surgical products.
- Responded to contract inquiries; reviewed and resolved price discrepancies; and participated in the implementation of the Contract Module Tool through PeopleSoft/Oracle
- Implemented a department-wide review process to monitor and maintain current contracts.
- Renewed medical-surgical contracts with manufacturers

EDUCATION

Eastern Michigan University, Ypsilanti, MI

Master of Science

Michigan State University, East Lansing, MI

Bachelor of Science

Christine L. Mitchell

10190 Pickerel Lake Rd, Petoskey, MI 49770
517.930.6609 (Cell - Home/Work)
Cmster123@gmail.com

**INNOVATOR – PROBLEM SOLVER – E-PROCUREMENT BUSINESS LEAD – TRAINER
LEADER – FACILITATOR – COACH – MENTOR – EXPERT NEGOTIATOR**

Professional Summary

Focused, skilled and experienced in many roles developed in private industry, county and State of Michigan (SOM) government; I step up to whatever role is required to meet the goals and objectives of the organization. Available to office directors, buyers and technical staff for: developing solutions, strategizing and helping in resolving technical and E-Procurement system-related issues, establishing new procurement methods, providing training (in-classroom/Web/one-on-one/small groups) and leading negotiations for highly complex/high dollar contracts. Awarded two bachelor's degrees from Michigan State University and have worked as a State Administrative Assistant (SAA) 15 to the Customer Experience and Sourcing Directors for the last four years, and as a Senior Buyer Specialist for eleven years prior to that; with 26 years total in the State of Michigan Central Purchasing office. As Procurement Business Owner, Lead and Project Manager for the State; successfully implemented the State's first E-Procurement online bidding system in 2008, (Bid4Michigan) and Phase 1 of its replacement, (Buy4Michigan) in 2013. These systems served over 20,000 vendors; 1,500 State users; and 400 local units of government, colleges, universities and municipalities for bid posting and notification, award recommendation, documentation transparency and vendor solicitation profile management.

Education

BASW Michigan State University, 06/1990, Bachelor of Arts, Social Work

BS Michigan State University, 03/1985, Bachelor of Science, Clothing & Textiles / Merchandising & Design

Licenses and Certificates

National Institute of Governmental Purchasing (NIGP) Certification: Certified Public Purchasing Buyer (CPPB), 2001-2015.
Drug and Alcohol Abuse Counseling certification: National Council on Alcohol and Drug Abuse (NCADA), 1991.

Employment History

STATE ADMINISTRATIVE ASSISTANT (SAA) 15 to the Customer Experience Director, Knowledge Team, Central Procurement Services, State of Michigan Department of Technology, Management & Budget; Lansing, MI. (2014 working out of Class) 2015 – 2021

Accomplishments

State Administrative Assistant to 18 level Director (Procurement deputy director) of Customer Experience, providing solutions and resolving procurement challenges in processes, systems, negotiations, documentation, etc. as required.

Served DTMB Central Procurement Services as System Lead for E-Procurement and Financial system transition to SIGMA and continue to provide ongoing training and problem solving/help desk support. Serve as key member of Training and Process Improvement Teams, consult on procurements, projects, meetings, documentation and communication; representing the organization in the roles of:

- Statewide Integrated Governmental Management Applications (SIGMA) Expert –
- E-Procurement Business Lead – For the year prior to the 10/2017 Go-Live of the E-Procurement component of SIGMA; participated in User Acceptance Testing (UAT) identifying defects and issues for resolution. Within three months of Go-Live, participated in Contract-led Train the Trainer courses in preparation for training of new system users. Immediately thereafter, personally wrote and managed delivery of SIGMA training for Central Procurement staff. The

materials provided by the Contractor were inadequate for training of purchasing staff to complete their daily job functions in the new system. I re-wrote the training, delivered training in instructor-led sessions and made myself available to all other instructors to assist during pre-Go-Live training sessions. Following Go-Live, continue to provide ongoing system support to Central Procurement, Agency, Vendor and Local Government staff via phone, written materials and procurement instruction aids.

- Leader – Received four Gold Coin Awards from State top leadership
 - Awarded the gold coin for Customer Service for my leadership in training, transition, support and problem solving in Central Procurement’s transition to SIGMA; the State’s third E-Procurement system implementation; and second financial management system in which I have had a lead role.
 - Awarded two gold coins for Teamwork for my work on process improvement teams in DTMB Procurement.
 - Awarded the gold coin for Teamwork by the Directors of the State Budget Office (SBO) and the Department of Technology, Management and Budget (DTMB) with a letter of appreciation from the Lt. Governor for leading the procurement to replace the previous financial transparency system by establishing an Enterprise Contract for Open Data including within a very challenging time frame and budget. The project was completed on time, with a \$200,000 cost avoidance savings and achievement of the desired system “A” rating for which we received national recognition as the greatest increase in ranking, and second overall among the states evaluated.
- Trainer – Developed and led all Central Procurement training for SIGMA implementation procurement 7/2017 Go-live. Prior to that, over 20 years’ experience as a trainer for the State; developed and delivered fourteen course curricula annually to SOM government and local partner organizations in purchasing and contracting related subjects. Monthly classes were provided free to state, local government and educational organization participants with completion certificates provided as qualifying credits toward professional certification in public purchasing. Continue as a Training Team representative for the office.
- Facilitator – Chair meetings, lead teams, provide situational assistance in resolving conflict and moving teams beyond roadblocks. Team Lead, Participant and/or Facilitator for: Process Improvement Phase I action teams, the technology team, the forms team, Changepoint implementation, Records Management System (RMS) assessment and implementation, the IT SOW development team and the Process Improvement Phase II training team.
- Negotiator/Mediator – Lead negotiations and aid in promoting cohesion between parties involved in negotiations, conflict resolution and achieving mutually agreeable solutions, quality results, cost and time savings.
- Project Manager - Manage projects and teams, as well as providing mentoring, coaching, direction and one-on-one training to buyers, evaluation teams, and other colleagues and department customers to insure they are positioned to achieve the desired results.
- Mentor – Provide shadowing opportunities for up to ten buyers and buyer managers from all divisions to develop skill sets necessary for self-regulated quality performance.
- Problem Solver – Due to my wealth of experience and problem-solving capabilities, high risk, high sensitivity, high profile projects requiring resolution within unrealistic time frames are a regular part of my work load. When there is the need for an effective solution, without the benefit of appropriate time for completion, I have been called upon repeatedly and have successfully achieved the required results within the boundaries of law and policy.
- Business Analyst (BA) – Perform all BA functions for IT Division, including updating Changepoint with weekly status comments, managing project worksheets, assigning work requests and new projects from ITRAC (home grown work request management system) and logging in Changepoint, and managing planned hours for accurate demand and capacity reporting and planning.

BUYER SPECIALIST 14, NIGP Certified, Knowledge Management Team, Procurement, State of Michigan Department of Technology, Management & Budget; Lansing, MI 2005-2015

Accomplishments

Direct report to 19 level Division Director, Chief Procurement Officer, managing cabinet action plan projects, such as E-Procurement, representing office on Statewide and Department wide initiatives.

- Procurement Project Manager – Led and managed E-Procurement RFI and RFP processes, posting to award and implementation – 2006 (result – Bid4MI), and again in 2011 (result – Buy4MI), managed review team of 18 stakeholders and subject matter experts through requirements gathering, procurement, evaluation, award and implementation (Phase I only for Buy4MI). Led all Phase I training development and coordination of activities for change management and transition to the new system.
- Trainer - Developed and delivered fourteen course curricula annually to SOM government and local partner organizations in purchasing and contracting related subjects. Monthly classes were provided free to State, local government and educational organization participants with completion certificates provided as qualifying credits toward professional certification in public purchasing.
- Category Manager & Expert Negotiator - Led negotiations for top spend contracts to achieve 10% savings and reduction in actual spend during years of Governor Granholm's executive directives calling for these reductions. Knocked \$12 million a year off long distance spend alone, by working with telecom account specialists, agency communications coordinators, and accounting to review all bills for a one-year period with each agency and transitioning them to the appropriate new rate plans negotiated as part of the technology and pricing review process for the LINK Michigan contract.
- Leader, Coach and Mentor - Served as administrative assistant to 17 level IT Buying Division Director, in new process development, document and process review, making assignments, providing one-on-one mentoring, training, coaching and shadowing opportunities for buyers, conducting negotiations, participating in strategic sourcing initiatives and designing innovative solutions for procurement challenges. Drafted, trained and implemented policies, procedures and internal process documents for Procurement from 2005-2012.
- Facilitator – Major contributor for response to the Governing Magazine Grading of the States evaluation the year Michigan went from a B+ to an A rating. Drafted the language for all procurement related sections and collaborated with the team for all other sections; participated in the interviews, responses to follow-up questions. Recognized by the governor for the work.
- Leader - Managed policy and control activities as liaison with internal audit and the Office of Auditor General through audit reviews, drafting of response, development and oversight of the corrective action plan for the for 3 years. Reviewed bid processes for vendor protested award recommendations and drafted response with recommended action, based on bid file evaluation materials and discussions with responsible buyer and/or division director for chief information officer's signature. Frequently collaborated with the State Affairs attorneys regarding contract terms and conditions, project risk, vendor default negotiations and potential policy modifications.
- Facilitated Statewide Purchasing Group (SPG) meetings held monthly for purchasing, accounting, contracting, and financial management personnel through 2009.
- Presenter - Present annually for Michigan Public Purchasing Officers Association (MPPOA) conferences on various purchasing and contracting topics; have presented for National Association of Education Professionals (NEAP), Michigan Association of Certified Public Accountants (MACUPA) and Michigan Community Colleges Consortium on E-Procurement and system related topics.

BUYER SPECIALIST 13, NIGP Certified, Strategic Business Development, Acquisition Services, State of Michigan Department

of Management & Budget; Lansing, MI

1993-2005

Accomplishments

Purchasing as a Category Manager specializing in telecommunications and data systems, managed most telecommunications purchasing projects, negotiations, and contract administration activities for the State over this 12-year period. Worked cooperatively with DIT (now DTMB – IT) Telecommunications Services, and before that DMB Telecom and telecom coordinators for each agency Statewide to meet the communications needs of State government. For Enterprisewide projects also included a House, Senate, Judicial (HSJ) representative on the category team.

- Led the state to a new solution for replacing the tangled webs of voice and data cable in phone/data closets across the state by establishing a category team consisting of telecom engineers and agency IT specialists and purchasing professionals to conduct solicitations Statewide using a new method I designed. Understanding the fundamental problem inherent in these purchases of agencies lacking the expertise for appropriate cable design; I created a solicitation process in which the design development was part of the solicitation response; conducting mandatory walkthroughs of campus and facility locations for re-cabling with interested bidders advising them in the solicitation that they must come to the walk through prepared to gather all details necessary to include the design in their response (wheels for measuring, etc.). The design was a separate step in the evaluation process with points assigned and RCDD certified as-built drawings, appropriately labeled equipment racks and end to end test results in both directions were part of the acceptance process prior to payment for the fixed price projects. By using this process to replace all the cable for Department of Public Health (now DHHS, DCH) hospitals the category team gathered the data required to establish a Statewide contract for cable equipment and installation the structure of which is still used today.
- Coached, and mentored staff and colleagues using demonstrated expertise in all aspects of purchasing operations to train new buyers and assist agencies in selecting and executing appropriate purchasing methods for a wide variety of commodity and service acquisitions.
- Demonstrated skilled leadership in chairing meetings of all types, including bid evaluation committee meetings composed of agency customer representatives of all levels and experts employed outside of State government, technology users' groups, and workgroups responsible for modifying processes, template documents and ultimately policy. Provided solicitation management, contract administration, project management, telecom portfolio management, and resolution of contractual issues, on agency-specific and Statewide Contracts.
- Expert negotiator conducted negotiations on contract pricing, performance, quality, terms and conditions with vendors and their legal representation for high dollar / high complexity buys, renewals and transitions. Negotiated a \$40 million dollar reduction in minimum revenue commitment for the initial LINK Michigan contract in 2003. SBC required an \$84 million-dollar MRG against the Wide Area Network (WAN) alone with separate commitments on several other Statements of Work (SOW) in this joint contract of 17 SOWs). By doing the research determining the amount of spend the state would reach within two years of contract start using only the network equipment and services required to keep central office locations up and running; I agreed to a \$43 million-dollar Minimum Revenue Commitment (MRG) with all MIDEAL program spend and all agency spend with SBC Ameritech to be calculated as spend down against the commitment. The State resolved the MRG within less than two years.

BUYER 11, Purchasing, State of Michigan Department of Social Services; Lansing, MI.

1992-1993

Accomplishments

Solved the problem of purchasing popular clothing items for the facility stores; by developing a new purchasing method which allowed for onsite purchase following the requirements of competitive bidding and within delegated authority amounts (\$2,500 at the time) at the clothing shows in downtown Detroit. By attending the shows to make the annual purchases, I was able to examine the products offered by each vendor for fashion, quality and price all in one location; make the purchases and have the products drop shipped to each location. The method I established translated the

competitive solicitation process from a paper-based activity, to a live process, with sample evaluation as an integral part, providing the benefits of consumer comparison shopping in a single location with pricing and terms negotiations immediate and conclusive. The stores were part of a behavioral modification program used to incentivize good behavior and thus items had to be appealing to the fashion sense of resident youth.

- Met all the purchasing needs of the state's six secure facilities for delinquent youth and eight residential half-way houses. I purchased everything needed for these facilities from food and clothing, to medical and dental supplies, to information technology products and services.

Governor and Department Sponsored Initiatives

- Procurement Project Manager - E-Procurement; implemented Phase I of Periscope's BuySpeed, E-Procurement software Statewide on time and within budget Go-Live 5/29/2013.
- Procurement Project Manager - E-Procurement; implemented Bid4michigan, an electronic solicitation and vendor management system developed and hosted by IPT by BidNet, for the SOM and local government users including 300+ organizations in 2008.
- Expert Negotiator - Negotiation Lead, responsible for negotiations per Executive Directives to drop 10% off spend for from highest spend contracts, every year from 2003-2010.
- Facilitator - facilitated focus group and training sessions for entire department for Vision and Values Initiative 2001.
- Facilitator - facilitated focus group and training sessions for entire department for Competency Based Training initiative early 2000.

References

- Rob Surber, Office Director, SOM, DTMB CSS-Service Delivery, (517) 335-2820, SurberR@michigan.gov
- Virginia Hambric, Project Manager, SOM DTMB EPMO Office, EIM Project, (517) 241-9617, Hambricv@michigan.gov
- Jack Harris, Director of Network Strategies, SOM, DTMB, (517) 241-9850, HarrisJ8@michigan.gov
- Sharon Maynard, Director, Customer Experience, SOM DTMB Central Procurement, 517-449-1025, Maynards1@michigan.gov
- Corinna Batora, Manager, Professional Development, SOM DTMB Central Procurement, 517-388-6745, batorac@michigan.gov

Steven J. Jackson

Chicago, IL | sjackson@artesianconsulting.com

(312) 724-5577 | <https://www.linkedin.com/in/steve-jackson1/>

EXECUTIVE SUMMARY

Innovative and performance-driven **Sourcing and Supply Chain Consultant**. Supporting strategic vision for quality, supply, and cost competitiveness. Passion for driving operational excellence and building strategic partnerships.

- **Communication / Relationship Building:** Excellent leadership, communication, influencing and presentation skills, able to build robust and mutually beneficial relationships at all levels.
- **Extensive experience:** leading supply chain processes and strategic sourcing that substantially reduce costs and play an essential role in delivering incremental value through cost efficiencies.
- **Expertise includes** managing and improving supply chains, sourcing, project management, cost reduction, vendor management, process improvement, packaging engineering, and cross-functional collaboration.
- **Additional Credentials:** Bachelor of Science (Packaging), Effective Negotiating Certification, Experienced public speaker and presenter, MBA Candidate.

CORE COMPETENCIES

- Strategic Sourcing
- Project Management
- Negotiation
- Supplier / Partner Relations
- Supplier Diversity
- Cross-functional Collaboration
- Analytics / Industry Intelligence
- Leadership
- Commercial Agreements
- Risk Identification / Mitigation
- Strategic Planning / Initiatives
- Process Improvement
- Financial Analysis / Cost Savings
- Business Objectives
- Executive Presentations
- Packaging Engineering

PROFESSIONAL EXPERIENCE

ARTESIAN CONSULTING GROUP

2022 - Present

Founder (2022 - Present)

- Deliver strategic and operational procurement solutions to clients across numerous industries and functions.
- Partner with cross-functional teams to develop sourcing strategies that deliver against business objectives.
- Use analytics to tell the story of what is driving performance, make data-driven decisions and improve efficiency.

NAVISTAR - Lisle, IL

2018 - 2022

Forward Sourcing Manager (2021 - 2022)

Promoted to provide leadership and governance over the forward sourcing function. Manage bidding, negotiation, and vendor selection process to ensure products are purchased at competitive pricing and terms.

- Drive implementation of multiple projects, working closely with cross-functional teams and resources to achieve project milestones, within established timeframes.
- Issue RFXs, analyze quotes, negotiate, and nominate suppliers for new product launches.
- Build strategic partnerships with suppliers to ensure that product quality, on-time delivery, and service levels are met across multiple product categories totaling over \$100M annual spend.

Packaging Specifications Manager (2018 - 2021)

Onboarded to lead various packaging projects to improve part shipment quality and cost-effectiveness across the North American aftersales distribution network.

- Authored plans and strategies, created measurable and trackable metrics, instituted new processes, and re-engineered existing processes to establish and continuously improve operational efficiencies.
- Implemented \$350,000 in annual cost savings by reducing material costs and optimizing trailer/warehouse storage space.

External Consultant (2018)

- Served as packaging consultant tasked with identifying cost savings initiatives related to packaging inefficiencies and supplier noncompliance.
- Collaborated with XPO Logistics and Navistar to implement projects aimed at reducing annual transportation costs.

ADIANT - Plymouth, MI

2017 - 2018

Packaging Engineer - Contractor

Onboarded to support packaging development and lifecycle maintenance, ensuring all product packaging met the expectations and technical benchmarks of customers, engineering, supply chain, operations, and third-party stakeholders.

- Coordinated program launches in collaboration with component suppliers and internal manufacturing facilities from concept to final approval.
- Designed, developed, and approved packaging that minimized risk of damage, presented product optimally to operators, maximized pack density, and reduced overall cost.

RYDER SUPPLY CHAIN SOLUTIONS - Novi, MI

2014 - 2016

Packaging Engineer

- Served as a packaging and logistics consultant for Daimler Trucks North America, conducting the necessary analyses to make informed decisions and achieve overall cost savings.
- Led and managed continuous improvement projects converting expendable packaging to standard returnable containers resulting in over \$2 million annual savings.

CHRYSLER -Toledo, OH

2013 - 2014

Materials Supervisor

- Managed receiving, storage, and delivery of over 100 automotive parts for Jeep Wrangler assembly.
- Supervised over 40 hourly employees in a unionized manufacturing environment consisting of a warehouse, 2 receiving docks, and 25 production stations.

U.S. ARMY NSRDEC - Natick, MA

2012 - 2013

ORISE Fellowship

- Created and updated military specifications and standards to ensure compliance with current requirements and appropriateness of technical terminology.
- Initiated continuous improvement projects to standardize packaging-specific language and requirements within procurement documents.

EDUCATION / CERTIFICATIONS

Master of Business Administration – DePaul University (Expected Graduation 2023)

Packaging, Bachelor of Science, College of Agriculture and Natural Resources - Michigan State University (2012)

Effective Negotiating - KARRASS

LEADERSHIP / INVOLVEMENT

Board Member - The Boulevard - Chicago, IL (2020 - 2022)

Toastmasters President - Internationally Speaking Toastmasters - Lisle, IL (2020 - 2021)

Mentor - OMEGA Academy - Southfield, MI (2017 - 2018)

Entrepreneurship Instructor - Macomb Correctional Facility - New Haven, MI (2015 - 2017)

Board Member - Developing K.I.D.S. - Detroit, MI (2014 -2015)

BRIDGET GRIER

SOUTHFIELD, MICHIGAN • (248) 342-0588 • bgrier2@yahoo.com

PROCUREMENT PROJECT MANAGER leveraging extensive team leadership skills to successfully mentor and train employees on optimal workplace operations and facilitate the seamless relay of key data across internal teams. Detail-oriented leader adept at overseeing full contract life-cycle management responsibilities to ensure the achievement of projected procurement goals. Dedicated change agent identifying opportunities and eliminating discrepancies throughout purchasing procedures.

AREAS OF EXPERTISE

- | | | |
|------------------------------------|-----------------------------------|---------------------------------|
| ✓ <i>Procurement Processes</i> | ✓ <i>Standard Compliance</i> | ✓ <i>Government Contracts</i> |
| ✓ <i>Data Entry & Analysis</i> | ✓ <i>Contract Negotiations</i> | ✓ <i>Program Implementation</i> |
| ✓ <i>Strategic Planning</i> | ✓ <i>Department Collaboration</i> | ✓ <i>Process Improvements</i> |

CAREER HIGHLIGHTS

- Operated as a liaison between labor groups to introduce new employee benefits packages, including an innovative work-from-home program designed to increase employee productivity and morale.
- Ensured the achievement of the American Resource Plan Act (ARPA), preparing research and writing specifications for items to be purchased within compliance standards across Michigan.
- Managed an interdepartmental multi-faceted cost savings initiative, resulting in more than \$20M in saved expenses company wide.

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

Procurement Consulting Group – Detroit, MI **2020 – Present**
Purchasing Project Manager – City of Detroit

- Managed the production of four strategic procurement consultants, leveraging advanced leadership skills to provide mentorship and ensure the successful upkeep of optimal workplace production.
- Advised stakeholders on projects involving vendor relationships and project execution methodologies to maintain alignment with the City of Detroit American Resource Plan Act (ARPA) Federal guidelines.
- Participated in researching and preparing time, cost, material, and labor estimates for items to be purchased; facilitating supplier meetings, walk-throughs, site visits, and issue resolution meetings.
- Conducted comprehensive Request for Proposal (RFP) evaluation meetings, expertly reviewing and analyzing documents to determine, plan, and implement new template formats.

Strategic Procurement Consultant – Wayne County **2020 - 2021**

- Maintained complete adherences to city, state, and federal regulations, continuously modifying team standard operating procedures (SOPs) and strategies to achieve specific policies and ordinances.
- Administrated the coordination of contract development processes with vendors, applying innovative negotiation abilities to utilize relations to create mutually beneficial project terms and agreements.
- P2P system experience, utilize purchasing software system including but not limited to, MS Office suite, ERP systems, Adobe, Lucid Chart/Visio, Oracle, SAP Ariba, BidNet, Beta.Sam.gov, to conduct web searches, navigate online e-procurement platforms, sourcing platforms research.

Charm View Sewing – Southfield, MI **2017 – Present**
Seamstress & Fashion Designer | Owner

- Pioneered and established a self-started fashion design and seamstress education company, directing local marketing campaigns to gain exposure for the growing business.

BRIDGET GRIER

SOUTHFIELD, MI 48076 • (248) 342-0588 • bgrier2@yahoo.com

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS CONTINUED

- Achieved a television feature on channel 4 News, showcasing a local partnership with Rollin' Buddies and presenting adaptable jackets made for children in wheelchairs, successfully growing brand recognition.
- Received a contractual assignment with the City of Southfield and Lake Trust Credit Union designing and distributing customized face masks during the COVID-19 pandemic.

Blue Cross Blue Shield of Michigan – Detroit, MI

2006 – 2020

Administrative Business Manager | Corporate Communications

- Served as subject matter expert (SME) in a multitude of corporate communications contracting initiatives, continuous improvements, public relations, advertising, social media vendor contacts, and analytical support on cost savings projects.
- Guided the budgeting process and managed the accounting functions in a multitude of cost centers in the area of corporate communications, including brand advertising, customer specific advertising, social media, public relations, and market communications publications.
- Operated as a representative and lead for the corporate communications management team in department, division, and cross-divisional workgroups, ensuring expectations are properly communicated and implemented in a timely manner.
- Partnered closely with senior leadership involved in the development and improvement of workflows and business processes in relation to risk adjustment, Healthcare Effectiveness Data and Information Set (HEDIS) and Star ratings, ultimately improving customer service and slashing operational costs.
- Collaborated with senior leadership to augment revenue reimbursement from the Center of Medicare and Medicaid Services (CMS) for the Medicare Advantage business segment.
- Coordinated regularly with human resources (HR), managing employee grievances, contract negotiations, salary adjustments, and change management functions to ensure overall staff satisfaction.
- Utilized General Accepted Account Principles (GAAP) to prepare and manage the preparation of BCBSM of BCN Corporate Communication's \$50M budget reports, delivering monthly, quarterly, short-term, and long-term financial forecasts.
- Supported the efforts of internal departments in providing effective diversity and inclusion (D&I) initiatives, pioneering the development, implementation, and maintenance of benchmarking surveys.

Senior Buyer/Supervisor | Corporate Communications Procurement

2001 – 2006

- Functioned in a variety of roles, including vendor management, business readiness, project coordination, quality audit, team lead, process development, trending, and reporting.
- Leveraged proficiency in utilizing the United Nations Standard Products and Services Codes (UNSPSC) BCBSM/BCN, safeguarding organizational visibility of spend analysis, cost-effective procurement optimization, and a full utilization of electronic capabilities.
- Conducted job interviews, recommended new hires, implemented employee performance development plans, as well as delivered employee performance evaluations, merit increases, and coaching.

EDUCATION

Master of Science Administration (MSA) - December 2010

Central Michigan University

Bachelor of Science (BS), Business Management – December 2000

University of Phoenix

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2023 ANNUAL STATEMENT

for

PROCUREMENT CONSULTING GROUP LLC

ID Number: 801465349

received by electronic transmission on April 10, 2023 **, is hereby endorsed.**

Filed on April 10, 2023 **, by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

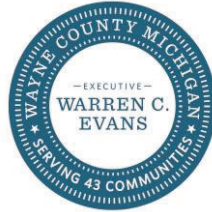


In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 10th day of April, 2023.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



5.2 PROPOSAL FORM

PROPOSAL FORM

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

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

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Proposers, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): #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 RFP, and to enter into a contract with the County, in accordance with the conditions, scope and terms, as well as the Form of Contract, together with any written addenda as specified above.

COMPLIANCE:

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

NONCOLLUSION:

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

PERFORMANCE BOND(S):

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

SUBMITTAL REQUIREMENTS:

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



No proposal 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: Procurement Consulting Group | | | Name: Penny L. Saites |
| Address: P.O. Box 41 | | | Title: Chief Administrative Officer |
| City: Milford | State: Michigan | Zip: 48381 | Phone: 517-974-8446 |
| *Signature of Authorized Person <i>Penny L. Saites</i> | | | Fax: 517-482-4599 |
| Printed Name Penny L. Saites | | | Email: saites@macservcorp.com |

*Proposal Form **must** be signed by an authorized representative.

PRICING

PLEASE SEE PRICING SHEET (APPENDIX A) ATTACHED

Appendix A - Price Sheet RFP 37-23-055 – Final.xlsx

BUSINESS INFORMATION QUESTIONNAIRE

Please complete the following:

1. Company's official registered name

Procurement Consulting Group LLC

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

PCG was established in 2008

3. Company's Dun & Bradstreet (D&B) number (Required for federally funded contracts, optional otherwise) Not applicable

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

LLC

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. | Sean Carlson, Principal | Charles Wolford, Chief Operating Officer |
| | Penny Saites, Chief Administrative Officer | Shelia Anderson, Senior Executive Consultant |

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

110 W. Michigan Avenue, Suite 200, Lansing, MI 48933

Penny Saites, Chief Administrative Officer, saites@macservcorp.com, 517-974-8446

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

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.

PCG staff currently provides services through its partnership with MACSC. We are disclosing this as a financial disclosure; no conflict of interest exists.

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?

No

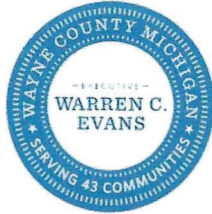
10. Has your company had contracts terminated for breach or failure to perform within the past five years? Yes No If yes, by whom and why?

No

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?

No



5.5 RESPONSE TO SCOPE OF WORK REQUIREMENTS FORM

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

Section 3.1 Contracted Scope of Services/Statement of Work

Section 3.2 Specifications

Section 3.3 Contract Term

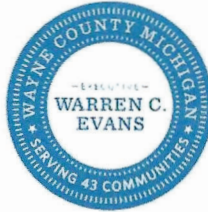
Section 3.4 Specifications

-
- 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
 - 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
 - Section 3.4.12 Milestones
 - Section 3.4.13 Training
 - Section 3.4.14 Success Criteria

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

Initial Here:

We confirm our understanding of the requirements and have no exceptions.



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 Penny L. Saites

Company Name Procurement Consulting Group

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

| | |
|---|------------------------|
| Page Number | |
| Outline Number or Paragraph | |
| Term, Condition or Specification | |
| Exception | None |
| Signature (same signature as on Proposal Affidavit Signature and Acceptance form) | <i>Penny L. Saites</i> |

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 for any contract for supplies/services exceeding \$50,000 or any contract for construction exceeding \$100,000, AND for any contract that takes the CUMULATIVE amount of such contracts over \$50,000 or \$100,000, respectively.

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

1. **CONTRACT NUMBER:** 37 - 23 - 055 (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.**

| | | | |
|--|-----------------|-------------------------------|------------|
| Prime Company Name: Procurement Consulting Group LLC | | Fed Tax ID: 26-3008437 | |
| Address: P.O. Box 41 | | | |
| City: Milford | County: Oakland | State: MI | Zip: 48381 |
| Phone: (517) 930-5070 | | Fax: (517) 482-4599 | |
| Authorized Contact Person: Penny L. Saites | | Email: saites@macservcorp.com | |

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 Penny L. Saites Title Chief Administrative Officer
 Signature *Penny L. Saites* Date April 12, 2023

SUBCONTRACTOR LIST

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

Prime Contractor Name Procurement Consulting Group

Contract # 37 - 23 - 055

Subcontractor # 1

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

| | | | |
|--|----------------------------|---------------------------|--------------|
| Company Name Michigan Associaton of Counties Service Corporation / Jaggaer | | Fed Tax ID: 38-2666007 | |
| Address 110 W. Michigan Avenue, Suite 200 | | | |
| City: Lansing | County: Ingham | State MI | Zip 48933 |
| Authorized contact: Stephan Currie | Phone: (517) 372-5374 | Fax (517) 482-4599 | |
| Subcontract Amount: \$175,000 to \$182,000 | | % of Contract <u>7.4%</u> | |
| Work to be performed: Procure To Pay eprocurement software licenses through Jaggaer | | | |

Subcontractor # _____

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

Subcontractor # _____

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

Subcontractor # _____

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

ETHICS IN CONTRACTING VENDOR FORM

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

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

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

Name: _____ 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 X NO

If Yes: Name of Contract Manager: _____

Department: _____ Title: _____

4. Do 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): Penny L. Saites

Signature: *Penny L. Saites* Date: April 12, 2023

Company Name: Procurement Consulting Group

Company Tax ID #: 26-3008437

**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.

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

| | |
|--|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sean L. Carlson | |
| 2 Business name/disregarded entity name, if different from above Procurement Consulting Group LLC | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) See instructions. PO Box 41 | Requester's name and address (optional) |
| 6 City, state, and ZIP code Milford, MI 48381 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

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

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

| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 2 | 6 | - | 3 | 0 | 0 | 8 | 4 | 3 | 7 |

Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|------------------|----------------------------|-----------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ 4/23/22 |
|------------------|----------------------------|-----------------------|

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



Wayne County Human Relations Certifications

This certifies that
Procurement Consulting Group, LLC

110 W. Michigan Avenue
Lansing, Michigan 48933

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County's procurement process utilizing the Equalization Credits for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution.

(Listed under the Certification Medallion is the date through which your Certification/Registration is valid.)



3/28/2024

Handwritten signature of Victoria I. Edwards in black ink.

Victoria I. Edwards, Director

Handwritten signature of Warren C. Evans in black ink.

Warren C. Evans, County Executive

RFP# 37-23-055 Strategic Sourcing Optimization Services

Appendix

Failure to complete the following Price Sheet shall result in your Proposal being deemed non-

Company Name:

| Line Item | Description | Unit Cost | # of Units Proposed |
|-----------|---|---------------|---------------------|
| 1 | Jaggaer Licensing - WC Staff (Estimated 400) | \$ 175,198.32 | 1 |
| 2 | Project Manager - Specialized Procurement Professional -1 | \$ 140.00 | 2080 |
| 3 | Assistant Project Manager -1 - Specialized Procurement Prof. -1 | \$ 125.00 | 2080 |
| 4 | Senior Strategic Sourcing Consultant(s) - 2.5 | \$ 120.00 | 5200 |
| 5 | Strategic Sourcing Consultant(s) - 2.5 | \$ 115.00 | 5200 |
| 6 | | \$ - | |
| 7 | Senior Contract Management Consultant -1 | \$ 120.00 | 1040 |
| 8 | Contract Management Consultants - 1.5 | \$ 95.00 | 3120 |
| 9 | | | |
| 10 | <u>Any Cost not included above can be added below:</u> | | |
| 10a | Special Projects - One-time Need | \$ 110.00 | |
| 10b | Project Management - General | \$ 130.00 | |
| 10c | | | |
| 10d | | | |

GRAND TOTAL
7 year GRAND TOTAL

The pricing for this contract is submitted as a firm-fixed price contract. The information provided on the number of personnel and hours needed to accomplish the scope of work. The workload over the hours in the pricing attachment.

Important to note that 75% of the staff submitted for this project will be 100% dedicated exclusively to this project.

Pricing for the Jaggaer licenses is provided for FY 2024, 2025 and 2026. Our proposal is based on the licenses installed in 3 years and Jaggaer licenses will not be needed in FY 2027.

ADDITIONAL SERVICES PROVIDED – PROJECT MANAGEMENT: The Pricing Sheet includes a placeholder for project management services with attached values, but there are established price rates if the County desires to add these staffing requirements to the contract term.

Last Update: 4/12/2023

κ A - PRICE SHEET

responsive and rejected without further evaluations. ONLY ADD ADDITIONAL ITEMS UNDE

Procurement Consulting Group LLC

| Year 1 | | Year 2 | | |
|-----------------|------------------------------------|---------------|---------------------|-----------------|
| Unit of Measure | Year 1 Purchase and Implementation | Unit Cost | # of Units Proposed | Unit of Measure |
| EA | \$ 175,198.32 | \$ 178,702.26 | | 1 EA |
| HOUR | \$ 291,200.00 | \$ 142.10 | | 2080 HOUR |
| HOUR | \$ 260,000.00 | \$ 126.88 | | 2080 HOUR |
| HOUR | \$ 624,000.00 | \$ 121.80 | | 5200 HOUR |
| HOUR | \$ 598,000.00 | \$ 116.73 | | 5200 HOUR |
| HOUR | \$ - | | | |
| HOUR | \$ 124,800.00 | \$ 121.80 | | 1040 HOUR |
| HOUR | \$ 296,400.00 | \$ 96.43 | | 3120 HOUR |
| | \$ - | | | 18720 |
| | \$ - | | | |
| HOUR | \$ - | | | |
| HOUR | \$ - | | | |
| | \$ - | | | |
| | \$ - | | | |
| TOTALS: | \$ 2,369,598.32 | | | |

. (Years 1 - 5): \$ 11,208,111.28 \$ 2,241,622.26
 - (Years 1 - 7): \$ 15,552,565.68 \$ 2,221,795.10

ricing attachment A is to demonstrate
 past couple of years shaped our projected

to this project.

assumption that a new ERP system will be

or for Project Managers. There are no
 rements and services anytime during the

R LINE ITEM #6 **See Lines 10a and 10b.**

| Year 3 | | | | | |
|------------------------|---------------|---------------------|-----------------|------------------------|---------------|
| Year 2 Total | Unit Cost | # of Units Proposed | Unit of Measure | Year 3 Total | Unit Cost |
| \$ 178,702.26 | \$ 182,276.29 | 1 | EA | \$ 182,276.29 | \$ 185,921.87 |
| \$ 295,568.00 | \$ 144.94 | 2080 | HOUR | \$ 301,479.36 | \$ 147.84 |
| \$ 263,900.00 | \$ 129.41 | 2080 | HOUR | \$ 269,178.00 | \$ 132.00 |
| \$ 633,360.00 | \$ 124.24 | 5200 | HOUR | \$ 646,027.20 | \$ 126.72 |
| \$ 606,970.00 | \$ 119.06 | 5200 | HOUR | \$ 619,109.40 | \$ 121.44 |
| \$ 126,672.00 | \$ 124.24 | 1040 | HOUR | \$ 129,205.44 | \$ 126.72 |
| \$ 300,846.00 | \$ 98.35 | 2080 | HOUR | \$ 204,575.28 | \$ 100.32 |
| \$ - | | 17680 | | \$ - | |
| \$ - | | | | \$ - | |
| \$ - | | | | \$ - | |
| \$ - | | | | \$ - | |
| \$ - | | | | \$ - | |
| \$ - | | | | \$ - | |
| \$ - | | | | \$ - | |
| \$ 2,406,018.26 | | | | \$ 2,351,850.97 | |

| | Year 6 (Optional) | | | Year 7 (Optional) | | | |
|------------------------|-------------------|---------------------|-----------------|------------------------|-----------|---------------------|-----------------|
| Year 5 Total | Unit Cost | # of Units Proposed | Unit of Measure | Year 5 Total | Unit Cost | # of Units Proposed | Unit of Measure |
| \$ - | \$ - | 1 | EA | \$ - | \$ - | 1 | EA |
| \$ 313,659.13 | \$ 145.00 | 2080 | HOUR | \$ 301,600.00 | \$ 147.90 | 2080 | HOUR |
| \$ 280,052.79 | \$ 135.00 | 2080 | HOUR | \$ 280,800.00 | \$ 137.70 | 2080 | HOUR |
| \$ 537,701.36 | \$ 132.00 | 4160 | HOUR | \$ 549,120.00 | \$ 134.64 | 4160 | HOUR |
| \$ 515,297.14 | \$ 125.00 | 4160 | HOUR | \$ 520,000.00 | \$ 127.50 | 4160 | HOUR |
| \$ 134,425.34 | \$ 135.00 | 2080 | HOUR | \$ 280,800.00 | \$ 137.70 | 2080 | HOUR |
| \$ 212,840.12 | \$ 105.00 | 2080 | HOUR | \$ 218,400.00 | \$ 107.10 | 2080 | HOUR |
| \$ - | | | | \$ - | | | |
| \$ - | | | | \$ - | | | |
| \$ - | | | | \$ - | | | |
| \$ - | | | | \$ - | | | |
| \$ - | | | | \$ - | | | |
| \$ - | | | | \$ - | | | |
| \$ - | | | | \$ - | | | |
| \$ 1,993,975.87 | | | | \$ 2,150,720.00 | | | |

EA
HOUR
LOT

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 for any contract for supplies/services exceeding \$50,000 or any contract for construction exceeding \$100,000, AND for any contract that takes the CUMULATIVE amount of such contracts over \$50,000 or \$100,000, respectively.

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

1. CONTRACT NUMBER: 37 - 23 - 055 (Number on Bid Announcement)

TCM NUMBER: 2024 - 37 - 001 (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.

| | | | |
|--|----------------|-------------------------------|------------|
| Prime Company Name: Procurement Consulting Group LLC | | Fed Tax ID: 26-3008437 | |
| Address: 110 W. Michigan Avenue | | | |
| City: Lansing | County: Ingham | State: MI | Zip: 48933 |
| Phone: (517) 930-5070 | | Fax: (517) 482-4599 | |
| Authorized Contact Person: Penny L. Saites | | Email: saites@macservcorp.com | |

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 Penny L. Saites Title Chief Administrative Officer
 Signature *Penny L. Saites* Date April 12, 2023

SUBCONTRACTOR LIST

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

Prime Contractor Name Procurement Consulting Group

Contract # 37 - 23 - 055

Subcontractor # 1

TCM# 2024 - 37 - 001 (Internal use only)

| | | | |
|--|----------------------------|---------------------------|--------------|
| Company Name Michigan Associaton of Counties Service Corporation / Jaggaer | | Fed Tax ID: 38-2666007 | |
| Address 110 W. Michigan Avenue, Suite 200 | | | |
| City: Lansing | County: Ingham | State MI | Zip 48933 |
| Authorized contact: Stephan Currie | Phone: (517) 372-5374 | Fax (517) 482-4599 | |
| Subcontract Amount: \$ 536,176.87 | | % of Contract <u>6.3%</u> | |
| Work to be performed: Procure To Pay eprocurement software licenses through Jaggaer | | | |

Subcontractor # _____

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

Subcontractor # _____

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

Subcontractor # _____

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