

BIDDERS COMPANY NAME:

REQUEST FOR PROPOSAL

#6374

FLEET MAINTENANCE MANAGEMENT PROGRAM

FOR

WASHTENAW COUNTY

Prepared By:

Washtenaw County Purchasing
Administration Building
220 N. Main B-35
Ann Arbor, MI 48104

Crystal A. Wake, C.P.M., CPPB
Buyer
(734) 222-6760





WASHTENAW COUNTY

Finance Department
Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6374

November 29, 2007

Washtenaw County Purchasing Division on behalf of the Support Services Infrastructure & Planning – Fleet Management Division is issuing an RFP (Request for Proposal) #6374 for a Fleet Maintenance Management Program for the County of Washtenaw for a three year term beginning January 1, 2008 and ending December 31, 2010.

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI. 48104**

by 4:00 p.m. on THURSDAY, DECEMBER 13, 2007

This submission shall include the entire Request for Proposal document and any amendments if issued.

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope must be clearly marked "**SEALED RFP # 6374**".
- Please direct purchasing and procedural questions regarding this RFP to Crystal Wake, at (734)222-6760 or wakec@ewashtenaw.org
- Please direct technical questions regarding this RFP to Bob Mossing at (734) 973- 4638 or mossingb@ewashtenaw.org and Tammy Richards, at (734)222-6568 or richardt@ewashtenaw.org

Thank you for your interest.

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I. PROPOSAL

Definitions:

- "County"** is Washtenaw County in Michigan.
- "Bidder"** an individual or business submitting a bid to Washtenaw County.
- "Contractor"** One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal: The County is considering the engagement of a fleet management and maintenance program. The Fleet Services unit currently manages the maintenance and operation of 250 vehicles for the County

II. PROPOSAL TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a bid would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to in the best interest of the County even though not the lowest bid.

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C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of sixty (60) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award. See Section III "Standard Provision For Contracts" pgs. 6-10, for Washtenaw County contract requirements.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned in **triplicate**. To be considered, original proposal and two copies must be at the County Purchasing Office on or before the date and time specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

F. The price quotations stated in the bidder's proposal will not be subject to any price increase in the first year from date of contract unless a written letter is sent to the Purchasing Manager thirty (30) days prior to increase to become effective. Purchasing Manager and the Director of Support Services or his/her designee has the authority to accept or deny the price increase.

III. **VENDOR INFORMATION**

The proposal **MUST** include all the following information. Failure to include all of the required information may be considered non-responsive and may result in the disqualification of a Bidder.

A. Vendor's qualifications to provide the Fleet Management Maintenance program required by Washtenaw County. Include, years in business, number of employees, and experience in providing these services.

(Attach as Addenda A)

B. Vendor will include a detailed description of their company's current: customer service, account management, call centers, reporting, and invoicing processes.

(Attach as Addenda B)

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C. Vendor will include a detailed description of their technological capabilities: fleet information management system, data warehousing, telematics products (i.e.GPS Tracking), technology customer support team, interfacing with our ERP system (JDEdwards OneWorld).

(Attach as Addenda C)

D. Vendor will describe their capability for Remarketing Vehicles: retail programs, auctions, representation by your company.

(Attach as Addenda D)

E. Vendor will provide at least three (3) references from current corporate or government customers purchasing similar sized fleet services. Include names, addresses, and phone numbers.

(Attach as Addenda E)

F. Vendor will provide financial statements for verification of financial stability.

(Attach as Addenda F)

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IV. PROPOSAL SPECIFICATIONS

A. BACKGROUND

Washtenaw County is comprised of approximately 38 departments working collaboratively in communities of interest, while providing services directly or indirectly to the citizens of Washtenaw County. One of these departments is the Support Services Infrastructure & Planning. One of the divisions of this department is the Technology & Operations division; this division's function is to provide primary support to the infrastructure, and technological needs of the organization one of these functions being the Fleet Services unit. The fleet services unit currently manages the maintenance and operation of 250 vehicles for the County.

B. SCOPE OF WORK

The County is seeking to enter into a three year contract that will reduce the administrative and direct costs associated with the contracting for and delivery of maintenance services related to operating the fleet. Furthermore the county seeks to streamline the Invoicing process for maintenance and repair service. Lastly, the County is interested in receiving and maintaining statistical data and having reporting capability for all vehicle expenses.

1. Fleet Maintenance Management Program

It is requested that you submit a cost and project proposal to provide Fleet Maintenance Management Services for the routine preventive maintenance as well as mechanical repair for the County's vehicle fleet. Responsible for the coordination of driver/vendor calls, requesting repair authorization, negotiating with vendor network and auditing charges for work performed.

2. Vehicle Maintenance Services

The County requests these services are included in the proposal:

- Vehicle mechanical repairs
- Tire rotation, replacement and wheel alignment.
- Oil, filters, fluids.
- Muffler & exhaust repair.
- Towing.
- Glass replacement.

The County seeks to consolidate all of these services into one vendor contract, but reserves the right to contract separately for specific services.

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To be considered for this proposal the vendor must meet the following service provisions:

- Fully staffed toll free phone number for handling driver service calls. Service must be available 24 hours a day, 365 days a year.
- Must include emergency roadside service and provide for towing.
- Offer uniform national account pricing on all services including parts and labor national account discounts.
- Ability to access and on governmental tire pricing (as an example Goodyear publishes Federal Open Market & Net State Price List.)
- Preventive maintenance program offering PM (Preventative Maintenance) coupons or PM schedule covering maintenance services to be performed at regular mileage intervals. Program must allow for customization of both mileage intervals and recommended services.
- Provide exception reporting capability for non-compliant vehicles.
- Provide maintenance with customized dollar limit restrictions for unplanned vehicle repairs & tire purchases.
- Ability and mechanical expertise to screen repair requests from shops and spot warranty work as well as prevent overselling by service writer.
- Provide on-line access of vehicle maintenance records with real time capabilities and ability to generate ad hoc reports.
- Provide capability for electronic data interface with fueling service providers (Voyager, Wright Express).

3. Invoicing Requirements

The County seeks to streamline the invoicing system. Invoicing information is to be available on electronic or other convenient media. A system by which each location receives, for information and auditing purposes, a copy (either electronic or paper) of its charges and the County's Fleet Section receives a consolidated monthly statement (electronic or paper) with itemized summaries of services by unit and location. The County's Fleet Manager would audit the bill and approve charges (or note exceptions) and the County's Support Services Accounts Payable Department would pay the approved portion of that bill. One payment would be made to the vendor.

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C. GENERAL CONDITIONS

1. Taxes and Fees

The County has tax exempt status as a governmental agency. It is required that the vendor pass through this exemption on all goods and services rendered under this service contract. The County's tax exemption number is 38-6004894.

2 Customer Service Contact

The County prefers a single point of contact (either one person or service team) for all invoicing and service questions. Regardless of the nature of the question the County will only deal with one person or team to coordinate all account activities. The vendor will be required to coordinate between their internal departments to resolve all issues in question.

Driver calls for service under this proposal will be conducted through a toll-free number provided by the vendor.

V. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Director of Support Services Technology & Operations and/or his designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

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TERM

This contract begins on January 1, 2008 and ends on December 31, 2010

PERSONNEL

Section 1 - The Contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The Parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

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Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance, as evidenced by the certificates furnished by the Contractor, expires, or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee,

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commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.19 per hour with benefits or \$11.95 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2008 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense.

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Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

CRIMINAL BACKGROUND CHECKS

The Contractor will be responsible for payment of security screening as determined by the County. Any employee of the vendor will be subject to an approved criminal background check before servicing or providing services for any county vehicle.

TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

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BID SHEET

The Bidder shall furnish, but not be limited to, labor, materials, supplies and expertise necessary to provide the fleet maintenance management services as outlined in the Scope of Work. Reimbursable expenses and travel expenses are non-billable items as part of this proposal.

The Bidder shall provide a cost proposal for the following service. The Bidder shall provide an Addendum A assessing cost competitiveness of vendor network and convenience to the County's locations including but not limited to the following types of services: Vehicle mechanical repairs, Tire rotation, replacement and wheel alignment, Oil, filters, fluids, Muffler & exhaust repair, Towing, and Glass replacement.

Fleet Maintenance Management Services including all set up costs and printed materials for providing Fleet Maintenance Program to an estimated fleet of 250 vehicles.

(a) Estimated 36 Month Maintenance Repair Volume \$ _____

(b) Total Estimated Maintenance Management Service Fees
\$ _____ /unit/month x 250 vehicles x 36 months: \$ _____

Total Estimated Costs **\$ _____**

The Bidder must also include any and all charges that will apply, even if those charges are not explicitly mentioned in the Cost Proposal.

Other Charges: _____

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SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City St. Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ URL or Email Address

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.