

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item G
September 26, 2011

SUBJECT: Approval to award a service contract for Light Duty Fleet Preventive Maintenance Services to A & D Wixom Auto Service for an estimated annual amount of \$10,677.

SUBMITTING DEPARTMENT: Department of Public Services, Fleet Division *pa*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$10,677
AMOUNT BUDGETED	\$100,000
APPROPRIATION REQUIRED	\$10,677
LINE ITEM NUMBER	101-442.30-935.000

BACKGROUND INFORMATION:

This contract is for preventive maintenance for the City of Novi light duty fleet, which consists of 98 cars, light trucks and sport utility vehicles.

Preventive maintenance includes:

- Oil and filter change
- Safety and operational inspection (brakes, wipers, lights, signals, exhaust, tire tread, etc.)
- Fluid top-off (washer fluid, brake fluid, transmission, battery cells, etc.)
- Environmental disposal
- Transporting City vehicles to/from the vendor's garage

The contract also includes pricing for radiator flushes, fuel filter service and brake inspections, all of which would be provided on an as-needed basis, and are therefore not included in the base bid amount.

In September 2010, City Council awarded a one-year contract to Garrett Auto and Truck Service, Inc., with a one-year renewable option. Garrett opted not to extend its contract.

Three responsive proposals were received following a public advertisement for Request for Proposals. Proposal pricing is presented in detail on the attached Bid Tabulation sheets and is summarized as follows:

PROPOSER	AMOUNT
A & D Wixom Auto Service	\$10,676.92
CEMTECH Automotive & Fleet Service	\$11,544.60
Harold's Frame Shop, Inc.	\$12,328.96

Awarding this contract would allow DPS mechanics to continue to focus their work on higher level and more complex maintenance, as well as on backlogged or deferred maintenance of City vehicles and equipment.

The service contract with A & D would be for one year with the option of extending the contract for one additional year upon mutual consent of both the City and A & D, and at the same terms and conditions of the original contract.

RECOMMENDED ACTION: Approval to award a service contract for Light Duty Fleet Preventive Maintenance Services to A & D Wixom Auto Service for an estimated annual amount of \$10,677.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Wrobel				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

City of Novi - Light Duty Fleet Preventive Maintenance Services Bid Tab

8/24/11

	A & D Wixom Auto Service	Cemtech/ Community EMS	Harold's Frame Shop	Jack Demmer Ford *	Valvoline *
WITH TRANSPORTING					
Passenger Cars/Small SUV					
Task 1 - PM & Inspection	29.99 (5 qts)	34.95	29.75	No Bid	No Bid
Task 2 - Radiator Service	59.99	59.85	76.00	No Bid	No Bid
Task 3 - Fuel Filter Service	39.99	89.95	54.50	No Bid	No Bid
Task 4 - Brake Inspection	N/C Free	29.95	13.65	No Bid	No Bid
Patrol Cars					
Task 1 - PM & Inspection	29.99 (5 qts)	54.95	33.75	No Bid	No Bid
Task 2 - Radiator Service	59.99	59.95	76.00	No Bid	No Bid
Task 3 - Fuel Filter Service	49.99	89.95	58.50	No Bid	No Bid
Task 4 - Brake Inspection	N/C Free	29.95	13.65	No Bid	No Bid
Large SUV/Light Trucks (gas)					
Task 1 - PM & Inspection	32.99 (6 qts)	34.95	29.75	No Bid	No Bid
Task 2 - Radiator Service	59.99	59.95	76.00	No Bid	No Bid
Task 3 - Fuel Filter Service	49.99	89.95	58.50	No Bid	No Bid
Task 4 - Brake Inspection	N/C Free	29.95	20.00	No Bid	No Bid
Large SUV/Light Trucks (diesel)					
Task 1 - PM & Inspection	99.99	99.95	78.00	No Bid	No Bid
Task 2 - Radiator Service	69.99	69.95	76.00	No Bid	No Bid
Task 3 - Fuel Filter Service	69.99	129.95	58.50	No Bid	No Bid
Task 4 - Brake Inspection	N/C Free	29.95	20.00	No Bid	No Bid
HOURLY RATE	85.00	58.50	\$70 cars & light trucks, \$77 1 ton & larger	75.00	included in service price
Acknowledge Addenda	yes	yes	no	no	yes
Exceptions/comments:		Jeep Liberty 4x4 fuel filter is part of the fuel pump assembly and needs to be replaced as a complete component. 2003 Ford Bus: no model given or motor size given. We will provide a price when this information is obtained from City.	F450 & F550 oil change includes 6 qts oil \$47.00; Brake inspection \$30		3 prices for PM represent different types of oil (conventional/semi-synthetic/synthetic)

* Did not bid on the preventive maintenance with transporting of vehicle.

Detailed Bid Tabulation Light Duty Fleet Preventive Maintenance

Dept.	Yr	Make	Model/Body Type	CEMTECH AUTOMOTIVE & FLEET SERVICE	A & D WIXOM AUTO SERVICE	HAROLD'S FRAME SHOP, INC
				Oil/filter change (3 or 6 months)	Oil/filter change (3 or 6 months)	Oil/filter change (3 or 6 months)
Assessing	2008	Jeep	Liberty Sport 4x4	\$ 139.80	\$ 131.96	\$ 119.00
Assessing	2009	Jeep	Liberty Sport 4x4	\$ 139.80	\$ 131.96	\$ 119.00
Assessing	2005	Jeep	Liberty Sport 4x4	\$ 139.80	\$ 131.96	\$ 119.00
FACILITY	2005	Jeep	Liberty Sport 4x4	\$ 139.80	\$ 131.96	\$ 119.00
Building	2005	Jeep	Liberty Sport 4x4	\$ 139.80	\$ 131.96	\$ 119.00
Building	2006	Ford	Pickup	\$ 139.80	\$ 131.96	\$ 119.00
Building	2007	Jeep	Liberty Sport 4x4	\$ 139.80	\$ 131.96	\$ 119.00
Building	2008	Chevy	Impala 4DR	\$ 139.80	\$ 119.96	\$ 119.00
Building	2008	Jeep	Liberty Sport 4x4	\$ 139.80	\$ 131.96	\$ 119.00
Building	2009	Jeep	Liberty Sport 4x4	\$ 139.80	\$ 131.96	\$ 119.00
DPS	1995	GMC	Pickup	\$ 139.80	\$ 131.96	\$ 119.00
DPS	1996	GMC	Pickup '4x4	\$ 139.80	\$ 131.96	\$ 119.00
DPS	1998	Dodge	Pickup 'Ram 1500	\$ 139.80	\$ 131.96	\$ 119.00
DPS	1999	Ford	Pickup	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2000	GMC	Pickup	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2000	GMC	Pickup '4x4 w/Plow	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2001	GMC	Pickup 'Sierra 4x4 w/Plow	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2003	Ford	Pickup 'F-250	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2003	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00
DPS	2003	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00
DPS	2005	Chevrolet	Tahoe	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2005	Jeep	Liberty Sport 4x4	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2006	Ford	Pickup 'F-250 4x4	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2006	Ford	Pickup 'F-250 4x4	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2006	Ford	Pickup F-250 4x4 w/Plow-DIESEL	\$ 399.80	\$ 399.96	\$ 312.00
DPS	2006	Ford	Pickup F-250 4x4 w/Plow-DIESEL	\$ 399.80	\$ 399.96	\$ 312.00
DPS	2007	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00
DPS	2007	Jeep	Liberty Sport 4x4	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2007	Ford	Pickup F 350 SRW 4 x 4 w/Plow-DIESEL	\$ 399.80	\$ 399.96	\$ 399.96
DPS	2007	Jeep	Liberty Sport 4x4	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2008	Ford	Pickup F250 Super Duty	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2008	Ford	Pickup F250 Super Duty	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2008	Ford	Pickup F-550	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2008	Ford	Pickup F-350	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2008	Ford	Pickup F 350 SRW 4 x 4 w/Plow	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2009	Ford	Pickup F-250	\$ 139.80	\$ 131.96	\$ 119.00
DPS: W & S	1996	GMC	Pickup 'Sierra	\$ 139.80	\$ 131.96	\$ 119.00
DPS: W & S	1999	Ford	Pickup 'F-350 Utility	\$ 139.80	\$ 131.96	\$ 119.00
DPS: W & S	2001	Dodge	Pickup 'Ram 2500 4x4	\$ 139.80	\$ 131.96	\$ 119.00
DPS: W & S	2001	Dodge	Pickup 'Ram 2500 4x4	\$ 139.80	\$ 131.96	\$ 119.00
DPS: W & S	2007	Ford	Pickup F-250	\$ 139.80	\$ 131.96	\$ 119.00
DPS: W & S	2008	Ford	Pickup F-250	\$ 139.80	\$ 131.96	\$ 119.00
DPS: W & S	2008	Ford	Pickup F-250	\$ 139.80	\$ 131.96	\$ 119.00
DPS	1997	Chevy	Pickup S10	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2000	Ford	Pickup 'Ranger	\$ 139.80	\$ 131.96	\$ 119.00
DPS	2002	Chevy	Pickup Silverado	\$ 139.80	\$ 131.96	\$ 119.00
PRCS	2007	Ford	Van E250 Cargo	\$ 139.80	\$ 131.96	\$ 119.00
PRCS	2003	Ford	Pickup 'Ram 1500	\$ 139.80	\$ 131.96	\$ 119.00
PRCS	2005	Ford	Van E-350 Cutaway	\$ 139.80	\$ 131.96	\$ 119.00
PRCS	2007	Chrysler	Van, Mini Voyager	\$ 139.80	\$ 131.96	\$ 119.00
PRCS	2007	Ford	Van	\$ 139.80	\$ 131.96	\$ 119.00
PRCS	2009	Ford	Van E350 Terra Bus	\$ 139.80	\$ 131.96	\$ 119.00
PRCS	2007	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00
PRCS	2009	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00
PRCS	2011	Ford	Van E-250	\$ 139.80	\$ 131.96	\$ 119.00
IT	2007	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00
Ordinance	2007	Ford	Pickup F-150	\$ 139.80	\$ 131.96	\$ 119.00
Ordinance	2008	Chevy	Pickup Colorado	\$ 139.80	\$ 131.96	\$ 119.00
Ordinance	2008	Chevy	Pickup Colorado	\$ 139.80	\$ 131.96	\$ 119.00
Police	1998	Chevy	Lumina 4DR	\$ 139.80	\$ 119.96	\$ 119.00
Police	1999	Chevy	Lumina 4DR	\$ 139.80	\$ 119.96	\$ 119.00
Police	1999	Chevy	Malibu 4DR	\$ 139.80	\$ 119.96	\$ 119.00
Police	1999	GMC	Van	\$ 139.80	\$ 131.96	\$ 119.00
Police	2004	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00
Police	2004	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00
Police	2004	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00

Detailed Bid Tabulation Light Duty Fleet Preventive Maintenance

Dept.	Yr	Make	Model/Body Type	CEMTECH AUTOMOTIVE & FLEET SERVICE	A & D WIXOM AUTO SERVICE	HAROLD'S FRAME SHOP, INC
				Oil/filter change (3 or 6 months)	Oil/filter change (3 or 6 months)	Oil/filter change (3 or 6 months)
Police	2006	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00
Police	2006	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00
Police	2006	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00
Police	2006	Ford	500 Hundred	\$ 139.80	\$ 119.96	\$ 119.00
Police	2007	Ford	Taurus 4-Dr	\$ 139.80	\$ 119.96	\$ 119.00
Police	2007	Ford	Taurus 4-Dr	\$ 139.80	\$ 119.96	\$ 119.00
Police	2007	Ford	Crown Victoria	\$ 139.80	\$ 119.96	\$ 119.00
Police	2007	Chevy	Impala	\$ 139.80	\$ 119.96	\$ 119.00
Police	2008	Dodge	Charger	\$ 139.80	\$ 119.96	\$ 119.00
Police	2010	Chevy	Impala	\$ 139.80	\$ 119.96	\$ 119.00
Police	2010	Ford	Taurus	\$ 139.80	\$ 119.96	\$ 119.00
				\$ 11,544.60	\$ 10,676.92	\$ 12,328.96

CONTRACT FOR LIGHT DUTY FLEET PREVENTIVE MAINTENANCE SERVICES

This Contract shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and A & D Wixom Auto Service, whose address is 29330 Wixom Road, Wixom, MI 48393 (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

This Contract is for one year. Upon mutual agreement of the Client and the Contractor, the contract may be renewed for one additional year at the same pricing, terms and conditions.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for services and materials as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such

breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days notice in writing of such termination.

2. For convenience: The Client and/or the Contractor may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Client and/or the Contractor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any

damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.

- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule B.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

- E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Clay J. Pearson and City Clerk Maryanne Cornelius
Contractor: Ron Jaber, President
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- I. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- J. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

**WITNESS AND DATES
OF SIGNATURES:**

City of Novi ("Client"):

By: _____

David B. Landry
Mayor

Date: _____

By: _____

Maryanne Cornelius
City Clerk

Date: _____

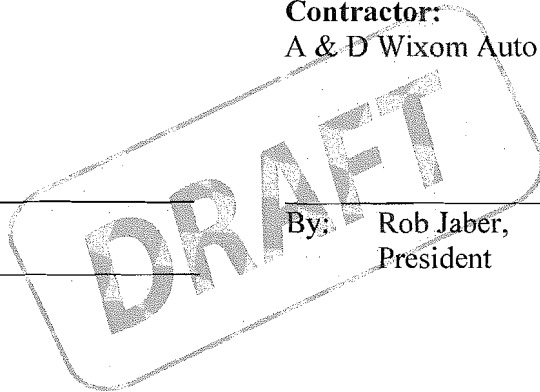
WITNESS:

Contractor:
A & D Wixom Auto Service

By: _____

Rob Jaber,
President

Date: _____



1275476.3



CITY OF NOVI
LIGHT DUTY FLEET PREVENTIVE MAINTENANCE SERVICES

PROPOSAL FORM

We the undersigned as proposer will furnish to the City of Novi, according to the specifications, conditions and instructions in this RFP, these services for the prices indicated as follows (provide unit pricing per vehicle/per service based on 1) City delivery and pickup of vehicles; and/or 2) contractor pickup and delivery of vehicles from/to City facilities):

Contractor may bid on Option 1 or Option 2 or both.

Passenger Cars and Small SUVs			
Task	Description	1. Unit Price without transporting	2. Unit Price with transporting
1	Perform Preventive Maintenance and Inspection	\$ 29.99-5qts	\$ 29.99-5qts
2	Perform As-Needed Radiator Service When Requested	\$ 59.99	\$ 59.99
3	Perform As-Needed Fuel Filter Service When Requested	\$ 39.99	\$ 39.99
4	Perform Brake Inspection	\$ N/C-Free	\$ N/C-Free

Patrol Cars			
Task	Description	1. Unit Price without transporting	2. Unit Price with transporting
1	Perform Preventive Maintenance and Inspection	\$ 29.99-5qts	\$ 29.99-5qts
2	Perform As-Needed Radiator Service When Requested	\$ 59.99	\$ 59.99
3	Perform As-Needed Fuel Filter Service When Requested	\$ 49.99	\$ 49.99
4	Perform Brake Inspection	\$ N/C- Free	\$ N/C-Free

Large SUVs and Light Trucks (up to and including F550 or equivalent) GASOLINE POWERED			
Task	Description	1. Unit Price without transporting	2. Unit Price with transporting
1	Perform Preventive Maintenance and Inspection	\$ 32.99- 6qts	\$ 32.99-6qts
2	Perform As-Needed Radiator Service When Requested	\$ 59.99	\$ 59.99
3	Perform As-Needed Fuel Filter Service When Requested	\$49.99	\$ 49.99
4	Perform Brake Inspection	\$ N/C-Free	\$ N/C-Free

Large SUVs and Light Trucks (up to and including F550 or equivalent) DIESEL POWERED			
Task	Description	1. Unit Price without transporting	2. Unit Price with transporting
1	Perform Preventive Maintenance and Inspection	\$ 99.99	\$ 99.99
2	Perform As-Needed Radiator Service When Requested	\$ 69.99	\$ 69.99
3	Perform As-Needed Fuel Filter Service When Requested	\$ 69.99	\$ 69.99
4	Perform Brake Inspection	\$ N/C-Free	\$ N/C-Free

Hourly Repair Rate \$ 85.00

We acknowledge receipt of the following Addenda: Addendum #1
(please indicate numbers)

Exceptions (all exceptions must be noted here):

Comments: _____

Company (Legal Name) A&D Wixom Auto Service Inc

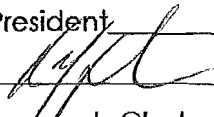
Address 29330 Wixom Rd

City Wixom State MI Zip 48393

Telephone 248-462-7345 Fax 866-376-8106

Agent's Name Rob Jaber

Agent's Title President

Signature 

E-mail adwixomauto@hotmail.com

Date 8/23/2011



CITY OF NOVI
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE
FLEET PREVENTIVE MAINTENANCE

Failure to answer all questions could result in rejection of your proposal.

Name of Firm A&D Wixom Auto Service Inc
Address: 29330 Wixom Rd
City, State Zip Wixom, MI 48393
Telephone 248-462-7345 Fax 866-376-8106
Mobile 313-580-5454
Agent's Name (please print) Rob Jaber
Agent's Title President
Email Address: adwixomauto@hotmail.com
Website N/A

1. Organizational structure: Corporation, Partnership, LLC., etc. _____
Corporation

2. Year firm established: 2009

3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No xx Yes _____ Reason: _____

4. Under what other names has your organization operated? _____
Until 2009 we had operated under Wixom Oil Change / Wixom Fuel Stop

5. How many full time employees? 2

6. Are you able to provide insurance coverage as required by this proposal? Yes

7. List the scope of services (type of work) you are able to perform.
Oil change, transmission flush, Transmission filters & Gaskets, Coolant Flush, Fuel Filters, Cabin Filters, Air Filters, Power steering flush, Brakes, Tune ups, Radiators, Alternators, Starters, AC Recharge, Brake Lines, Serpentine Belts, transfer cases differential service, wiper blades, head lights, tail lights and all other minor repair services along with Towing service of light and heavy duty. Major repairs are offered at our affiliate facility.

8. Address/Location of facility where work will be performed:

29330 Wixom Rd, Wixom, MI 48393_____

9. Hours of operation: M-F 7:30am-6:30pm___ Sat 9:00am-5pm Sun- Closed___

10. What is the maximum time required to perform Task 1 (Preventive Maintenance and Inspection)? 25 Minutes_____

11. Provide a list of employees to be assigned to this contract. Include name, years of experience, professional licenses/certifications. Attach additional sheet if necessary.

1. Stephen Ricks, 6 years of professional experience, State certified in Automotive Brakes, Steering and Suspension along with Automotive Electrical Systems.

2. Nabil Ghazi , 12 years of professional experience working on automotive repairs and engines. _____

12. Are you able to provide the required background checks on all employees at start of contract and new employees during contract period?

Yes xxxx___ No _____

13. What kinds of reports can you provide to summarize maintenance performed over a period of time? **Please provide a sample report with your proposal.**

___Sample report attached_____

14. Please provide information regarding the security at your facility where services will be rendered.

Gas Station operates 24 Hrs along with 22 security cameras Surrounding whole facility recorded 24 hrs a day. Lastley, Wixom PD contineously run spot checks on facility Throughout day and nighttime. _____

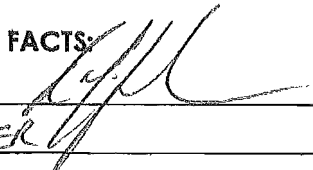
15. **References:** Provide at least three (3) references for firms/agencies for which you have provided similar services.

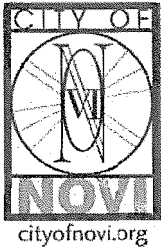
- a. Company Conveyall Industrial Supplies
Address 2843 Beck Rd, Wixom MI 48393
Phone 248-388-2365 Contact name Mayor of Wixom Kevin Henikly
Length of contract 2 Years with renewable options
- b. Company XCELL Inc
Address 49650 Martin Dr, Wixom MI 48393
Phone 318-219-6364 Contact name Shawn Foster
Length of contract 3Years with renewable options
- c. Company Scotts Lawn Care
Address 50322 Dennis Ct, Wixom MI 48393
Phone 810-355-5433 Contact name Jesse Moon
Length of contract 2 Years With option of Renewal

16. **Claims & Suits:** Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.
No xxx Yes

17. Provide any additional information you would like to include that may not be included within this Questionnaire. You may attach additional sheets.

18. **Attach a preventive maintenance checklist form that your firm would complete if awarded a contract.**

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:
Signature of Authorized Company Representative: 
Representative's Name (please print) ROB JABER
Date 8/23/11



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

LIGHT DUTY FLEET PREVENTIVE MAINTENANCE SERVICES

The City of Novi will receive sealed proposals for **Light Duty Fleet Preventive Maintenance Services** according to the specifications of the City of Novi.

Sealed proposals will be received until **3:00 P.M.** prevailing Eastern Time, **Wednesday, August 24, 2011**, at which time proposals will be opened and read.

Proposals shall be addressed & delivered to:

**CITY OF NOVI
CITY CLERK'S OFFICE
45175 W. Ten Mile Rd.
Novi, MI 48375-3024**

OUTSIDE OF MAILING ENVELOPES MUST BE CLEARLY MARKED:

"LIGHT DUTY FLEET PREVENTIVE MAINTENANCE SERVICES RFP"

AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager

Notice dated: August 3, 2011

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those contractors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI

LIGHT DUTY FLEET PREVENTIVE MAINTENANCE SERVICES

INSTRUCTIONS TO PROPOSERS

This RFP is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

RFP Issue Date	August 3, 2011
Last Date for Questions	Wednesday, August 17, 2011 by 12:00 pm Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Wednesday, August 24, 2011 by 3:00 pm

PROPOSAL SUBMITTALS

One (1) original proposal and Five (5) copies of each proposal must be submitted in one sealed envelope/package to the City Clerk's office. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

Proposal will include:

- Completed Proposal form
- Completed Contractor questionnaire
- Sample forms as requested (see questionnaire)

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional proposal provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info . Any addendum issued by the City shall become part of

the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Proposals of "equal" quality and value will be considered, provided that the proposer states in his/her proposal what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such proposal.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered (A draft contract is included in Appendix A). The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at the location specified and date & time specified. There will be no exceptions to this requirement. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone proposals are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals.

Proposals must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Proposals must show unit and total prices.

ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the proposal may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the proposal. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the proposal.

The City of Novi is not liable for any costs incurred by proposer prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and

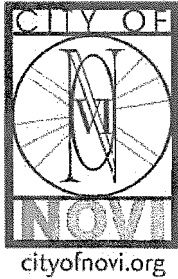
(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI
LIGHT DUTY FLEET PREVENTIVE MAINTENANCE SERVICES
SPECIFICATIONS

OVERVIEW

The City of Novi is requesting proposals from established vehicle maintenance firms to provide light duty preventive maintenance services. Proposals will be accepted from qualified contractors that are **located within a 10 mile radius from the Department of Public Services Field Services Complex located at 26300 Delwal Dr., Novi, MI 48375.**

The City will consider proposals that describe services performed in one of two general ways. Contractor may bid on either option or both options.

1. Services provided at Contractor facility with City employees bringing vehicles to the Contractor facility for work to be performed between 7:30 a.m. and 4:00 p.m. while they wait. **Contractor facility must be located within a 10 mile radius of the DPS Field Services Complex.**

Or

2. Services provided at Contractor facility with Contractor providing vehicle transport service to pick-up and deliver vehicles from/to various City facilities. Pick-up and delivery of completed vehicles must be done on the same day between 7:30 a.m. and 4:00 p.m. **Contractor facility must be located within a 10 mile radius of the DPS Field Services Complex.**

SCOPE OF WORK

These specifications describe the required preventive maintenance services for passenger cars, SUVs and light trucks owned and operated by the City of Novi. The current list of vehicles to be serviced is included in Appendix B, Light Duty Fleet Vehicles List. During the contract period, because the quantity and type of vehicles to be serviced may vary, the amount of work to be performed during the term of the contract may vary as well.

Currently, the City's light duty fleet is comprised of 9 passenger cars (mostly Ford Crown Victoria), 34 Police patrol vehicles (Crown Victoria, Impala, Charger and Magnum), 24 SUVs (Jeep Liberty, Tahoe, Trailblazer), 2 Police SUVs (Ford Expedition), and 48 light trucks (Ford, GM, Chevrolet and Dodge) of which 3 are diesel powered (2 Ford F250s, 1 Ford F350).

Preventive maintenance is to be performed in accordance with manufacturer's recommended maintenance schedule for each vehicle.

The Light Duty Fleet Preventive Maintenance services are summarized as follows:

TASK 1: Perform Preventive Maintenance and Inspection. Contractor shall:

- a. Change the oil and filter and complete inspection checklist.
 - i. Police Patrol vehicles must have Motorcraft Premium Synthetic blend oil. Oil for all other vehicles shall meet or exceed manufacturers' specifications.
 - ii. Only Motorcraft on Ford products, AC Delco on GM products, and Mopar on Chrysler products shall be used.
- b. Check and replenish all fluids, to include but not be limited to: brake, power steering, radiator, automatic transmission, rear axle oil, battery water level, and windshield washer fluid. Antifreeze shall be a mixture of 50 percent antifreeze and 50 percent water, or meet a minimum effectiveness of 39 degrees below zero degrees Fahrenheit, except for radiators that are filled with extended life antifreeze. Radiators that have extended life antifreeze shall be filled with 50 percent extended life antifreeze and 50 percent water or meet a minimum effectiveness of 39 degrees below zero degrees Fahrenheit. Police patrol vehicle radiators must be refilled with 50% Motorcraft Gold antifreeze.
- c. Check tires including spare tire, and fill with air to the manufacturer's recommended pressure.
- d. Check battery cables and posts for loose connections.
- e. Tighten loose battery cables and clean connections.
- f. Visually inspect all hoses.
- g. Visually inspect all belts.
- h. Visually inspect the exhaust system.
- i. Check for leaks and worn or damaged parts, note any problems and repair recommendations on the Contractor-provided checklist.
- j. Submit the checklist to the City's Fleet Manager after each service is performed either by email or the US Postal Service.

TASK 2: Perform As-Needed Radiator Service. When Requested Contractor Shall:

- a. Drain and replace antifreeze.
- b. Tighten all hoses and fittings.
- c. Check for leaks and worn or damaged parts, note any problems and repair recommendations on the Contractor-provided checklist.
- d. Submit the checklist to the City's Fleet Manager after each service is performed either by email or the US Postal Service.

TASK 3: Perform As-Needed Fuel Filter Service. When Requested Contractor shall:

- a. Replace fuel filter.
- b. Tighten all hoses and fittings.
- c. Check for leaks and worn or damaged parts, note any problems and repair recommendations on the Contractor-provided checklist.
- d. Submit the checklist to the City's Fleet Manager after each service is performed either by email or the US Postal Service .

TASK 4: Perform As-Needed Brake Inspection. When Requested Contractor shall:

- a. Remove tires.
- b. Check brake pads, rotors, and calipers for worn or damaged parts. Note any problems and repair recommendations on the Contractor-provided checklist.
- c. Check for leaks and worn or damaged parts, note any problems and repair recommendations on the Contractor-provided checklist.
- d. Submit the checklist to the City's Fleet Manager after each service is performed either by email or the US Postal Service .

Repairs resulting from preventive maintenance inspections will not necessarily be performed by the Contractor. The Contractor shall only initiate repairs when the City's Fleet Manager provides written approval to do so.

All parts and fluids used in performance of this contract shall be new.

TYPE OF CONTRACT

If a contract is executed as a result of this RFP, it will stipulate a fixed price for services. The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the Contractor, the contract may be renewed for one (1) additional year at the same terms and conditions of the original contract.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity, methodology, and proximity to City facilities may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

INSURANCE

A certificate of insurance meeting the requirements in Attachment A and naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. The Certificate of Insurance shall remain in force during the contract period.

LICENSE AND/OR CERTIFICATE REQUIREMENTS

The Contractor shall meet all Federal, State and local license and/or certification requirements that pertain to the services to be provided within this RFP. The proposer shall list all licenses and certifications held by company and/or employees that will be working on the City of Novi's fleet vehicles. The City's Fleet Manager may request copies of licenses and/or certificates at any time during the contract period.

INSPECTIONS

The City may make an on-site visit to the Contractor's facility as part of the proposal evaluation process and at any time during the contract period.

SECURITY

Contractor must provide security for the vehicles and all their components, loose equipment and supplies that would reasonably prevent their exposure to any incidents of theft or vandalism.

TRANSPORT OF POLICE VEHICLES

If vehicle transport is provided, Contractor will provide an "OUT OF SERVICE" sign on the lightbar of all Police Vehicles during transport.

BACKGROUND CHECK

Contractor will provide a background check on all employees at its own expense prior to start of contract and on all new employees added during the contract period. Any employee of the contractor is subject to City approval before being allowed to service any City of Novi vehicles.

EVALUATION CRITERIA

Proposals will be evaluated based on qualifications, experience, capacity to perform the work, proximity to City facilities, references, and price.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's Federal Tax Identification number is 38-6032551.

SHIPPING/HANDLING CHARGES

All proposal pricing is to be F.O.B. destination.

TRANSFER OF CONTRACT/SUBCONTRACTING

The Contractor will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

CONTRACT TERMINATION

The City may terminate this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind.

The Contractor may terminate this contract by giving a minimum thirty (30) days written notice. The effective date for termination or cancellation shall be clearly stated in the written notice. *If the contractor terminates the contract early or otherwise fails to fulfill the contract during the contract term, Contractor will be barred from doing business with the City of Novi for a minimum of three (3) years.*

BILLING/INVOICING

Invoices must be sent to: City of Novi
Attention: Finance Department
45175 W. Ten Mile Road
Novi, MI 48375

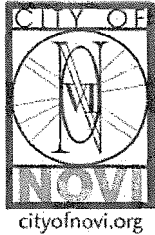
Invoices will include contractor name and address, year, make, model, VIN number of vehicle, as well as the specific services performed.

Failure to follow this procedure may result in delay of payment.

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with MIOSHA "Right To Know" law. MSDS's relevant to the work described in this RFP shall be submitted to the Fleet Manager prior to commencing work, and must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.



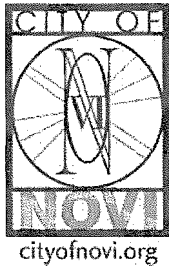
**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.
3. The City of Novi shall be named as Additional Insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City during the entire contract.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS
Indemnity/Hold Harmless

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



CITY OF NOVI
LIGHT DUTY FLEET PREVENTIVE MAINTENANCE SERVICES
ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Proposal Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description.

CLARIFICATION:

The City currently has 117 vehicles that could potentially be serviced as part of this contract. There is no guarantee that Contractor will service all of the vehicles on the list.

QUESTIONS:

1. Do we have to provide a hard copy of the results of the background check to the City?

Answer: No. The Contractor will notify the City in writing indicating Pass/Fail (based on the criteria the City will specify, ie no felonies, no DUI's, etc.). Contractor will maintain the records and make them available to the City if the need arises.

Sue Morianti
Purchasing Manager

Notice dated: August 10, 2011

SCHEDULE B

A. Insurance Requirements

The vendor will not commence work, nor will the City of Novi sign a contract, until vendor has obtained and delivered to the City of Novi the certificate of insurance required under this contract. All insurance carriers must be acceptable to the City of Novi and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance will be provided to the City of Novi at the time of policy renewal any time during the entire length of the contract.

1. Coverage: The Vendor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an “Occurrence Basis” with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. Deductibles: The Vendor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. Insured: All policies shall name the Vendor as the insured.
4. Cancellation Notice: All policies shall include the following language: “Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named on this certificate; alternately, contractor may agree to provide notice of such cancellation or reduction”.
5. Additional Insured: All policies include the following language “The City of Novi, their officers, agents, employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are added as additional insured.” Certificates of Insurance evidencing such coverage shall be submitted to Purchasing Manager, City of Novi, 45175 W. Ten Mile Rd., Novi, MI 48375 prior to commencement of performance under this Contract and at least 15 days prior to the expiration dates of expiring policies.

6. If any work is sublet in connection with this Contract, the Vendor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Vendor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City of Novi has the authority to vary from the specified limits as deemed necessary.
9. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City of Novi render inadequate insurance limits, the Vendor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Vendor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
10. Hold harmless/Indemnity
 - a. The Vendor agrees to save harmless and defend the City of Novi against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City of Novi may suffer as a result of claims, demands, costs, or judgments against it arising from , out of or in consequence of the performance of this agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, it's officers, agents, or employees.
 - b. The Vendor agrees that is it its responsibility and not the responsibility of the City of Novi to safeguard the property and materials used in performing this contract. Further, the Vendor agrees to hold the City of Novi harmless for any loss of such property and materials used pursuant to the Vendors performance under this contract.
 - c. The Vendor shall not discriminate against any employee, or applicant for employment who is qualified to perform the work required in the execution of this contract because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Vendor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.