

SERVICES CONTRACT
BETWEEN
CITY OF DETROIT, MICHIGAN
AND
VITEC, L.L.C.
CONTRACT NO.
2908627

CONTRACT PROVISIONS

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**CITY OF DETROIT
SERVICES CONTRACT**

This Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its General Services Department ("City"), and Vitec, L.L.C., a Michigan Limited Liability Company with its principal place of business located at 2627 Clark Avenue, Detroit, MI 48210 ("Contractor").

Recitals:

Whereas, the City desires to engage the Contractor to render certain ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and

Accordingly, the parties agree as follows:

**Article 1.
Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor

in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2.

Engagement of Contractor

2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.

2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be

performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.

- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3.

Contractor's Representations and Warranties

- 3.01 To induce the City to enter into this 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 this Contract, and that the execution

of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:

- (a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
- (b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
- (c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
- (d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
- (e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and
- (f) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.

- (g) That any Technology that it is provided to the City shall:
- (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

Article 4.

Contract Effective Date and Time of Performance

4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Purchasing Director. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on June 30, 2018.

4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.

4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5.

Data To Be Furnished Contractor

5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6.

Contractor Personnel and Contract Administration

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's activities and major undertakings.
- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, 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 or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

**Article 7.
Compensation**

7.01 Compensation for Services provided shall not exceed the amount of Eleven Million, Five Hundred Twenty Eight Thousand and 00/100 Dollars (**\$11,528,000.00**), inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 17, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

Craig Rice
Executive Fleet Manager
18100 Meyers Rd
Detroit, Michigan 48235
Telephone: (313) – 297-9450
Facsimile: (313) – 628-1915

The City employee from whom payment should be requested is:

Craig Rice
Executive Fleet Manager
General Service Division
18100 Meyers Rd
Detroit, Michigan 48235
Telephone: (313) – 297-9450
Facsimile: (313) – 628-1915

Article 8.

Maintenance and Audit of Records

- 8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.
- 8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.
- (a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
- (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

- (c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
- (e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

Article 9.
Indemnity

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and

(c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.

9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

Article 10.

Insurance

10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

| <u>TYPE</u> | <u>AMOUNT NOT LESS THAN</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| (a) Workers' Compensation | Michigan Statutory minimum |
| (b) Employers' Liability | \$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident |
| (c) Commercial General Liability Insurance (Broad Form Comprehensive) | \$1,000,000.00 each occurrence \$2,000,000.00 aggregate |
| (d) Automobile Liability Insurance (covering all owned, hired and personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law) | \$1,000,000.00 combined single limit for bodily injury and property damage |

10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.

10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.

- 10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.
- 10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of 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 insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.
- 10.07 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without written notice to the City as required in the policy. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.
- 10.08 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11.
Default and Termination

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article.
- 11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- (1) The Contractor fails to begin work in accordance with the terms of this Contract; or
 - (2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - (3) The Contractor ceases to perform under the Contract; or
 - (4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
 - (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
 - (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
 - (7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
 - (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or

- (9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - (10) The Contractor fails in any of the agreements set forth in this Contract; or
 - (11) The Contractor ceases to conduct business in the normal course; or
 - (12) The Contractor admits its inability to pay its debts generally as they become due.
- (b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the thirtieth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- (c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or

arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.

- (e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- (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 such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such

portion of the Services under this Contract as is not terminated;

- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- (d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12. Assignment

12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

Article 13.
Subcontracting

- 13.01 The City and Vitec may, upon approval from the Chief Procurement Officer subcontract other related services through Vitec that are related to the contract's scope at cost plus a 5% mark-up. Prices must be competitive to market rates. None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests. The City hereby approves the subcontracting of Services covered by this Contract to Management Consulting, Inc. (dba MANCON).
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.
- 13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its

Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14.
Conflict of Interest

14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.

14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

Article 15.
Confidential Information

15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and

proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.

15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16. Compliance With Laws

16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.

16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 17. Amendments

17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.

17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.

17.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Purchasing Director.

17.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 18.

Fair Employment Practices

18.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.

18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.

18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

Article 19.

Notices

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the General Services Division on behalf of the City:

City of Detroit
General Services Division
Detroit, MI 48235
Attention: Mr. Craig Rice, Executive Fleet Manager

If to the Contractor:

VITEC, L.L.C.
2627 Clark St.
Detroit, MI 48210
Attention: Mr. Sylvester Hester

19.02 All Notices shall be 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 of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20.

Proprietary Rights and Indemnity

20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.

20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

20.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.

20.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."

20.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

20.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.

20.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 21.
Force Majeure

21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 22.
Waiver

22.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.

22.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be

construed as a waiver of any right on any future occasion.

22.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 23.
Miscellaneous

23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.

23.03 Unless the context otherwise expressly 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 section or subdivision.

23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the

City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.

23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.

23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.

23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.

23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.

23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.

23.12 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.

23.13 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

(Signatures appear on next page)

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

1. [Signature]
Name

2. [Signature]
Name

Contractor:

By: [Signature]
Name

Its: Vice Chairman COO
Title

Witnesses:

1. [Signature]
Name

2. [Signature]
Name

City of Detroit

General Manager Department:

By: [Signature]
Name

Its: Director
Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

SEP 15 2015

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 6-406 OF THE
CHARTER OF THE CITY OF DETROIT

Barrie Jackson Date
Purchasing Director 9/29/15 Date

FRC APPROVAL

SEP 28 2015

[Signature] 9/30/15
Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.**

EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on October 1, 2015 and shall terminate on June 30, 2018. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

SCOPE OF WORK

Introduction

Under the contract, the Contractor is established as a strategic partner for the City of Detroit, General Services Department (GSD), Fleet Management Division. Under this partnership, the Contractor is the primary provider of the vehicle parts for the GSD customer vehicle fleet and for the ancillary fleet of heavy duty Fire apparatus. From time to time, GSD will test the market on specific components currently within the Contractor's inventory for the City, but will give the Contractor the opportunity to meet market prices before procurements are made outside of the strategic partnership.

During the operational phase of this contract, the Contractor will provide the required vehicle replacement on demand, within established performance standards, at the City's respective garages, parts windows, and to City employed mechanics.

Garages under the scope of this contract include the following. These garages and locations are subject to change over the life of the contract.

-
1. Russell / Ferry Garage
5800 Russell
Detroit, MI

 2. Street Maintenance Garage
2633 Michigan Ave
Detroit, MI

 3. Fire Apparatus Garage
1400 Erskine St.
Detroit, MI

 4. Davison Yard
8221 West Davison
Detroit, MI 48238
-

Objectives

The objective is to service the entire City vehicle fleet with replacement parts that meets or exceeds OEM quality.

Period of Performance

The period of performance will be a three years (3) with two (2) One (1) year renewals.

Summary of Services

The vendor will provide a complete In-House parts operation within the confines of the City of Detroit Vehicle Maintenance garages, referenced within the Introduction. This operation will include contractor-owned inventory based on the parts usage history related to the City's fleet. The Contractor will provide the personnel and management to operate the location(s) within performance standards set by the City. The number of people and/or scheduling will be mutually agreed upon between the parties.

The parts operation will be able to provide the following services:

- A balanced inventory tailored to City of Detroit maintenance needs and serviceable fleet;
- Access to the area(s) largest inventory of automotive and heavy-duty replacement parts, paint, supplies and equipment. This access would be provided through daily stock orders

- to the City of Detroit location for the purpose of replenishing inventory on a regular basis;
- Access to specialized vehicle parts provided by Detroit-owned part Suppliers as needed by the Contractor to meet its contract performance standards;
 - Delivery truck to procure non-stocked parts from the Contractor's stores and/or any other suppliers on a timely basis;
 - Original Equipment ("O.E.") quality parts sold to the City of Detroit;
 - Provide Tires (State Contract Pricing) and bulk lubricants.
 - All limited warranties available from the manufacturer;
 - The necessary equipment for the following:
 - Paint mixing equipment to custom mix any color (optional if needed);
 - Training (both classroom and hands-on) through the manufacturers' representatives and factory training instructors, plus training DVDs, manufacturer clinics, and toll-free tech service numbers. The availability of trained national, regional, and local factory representatives that can offer personal service and assistance as needed. Any fees for training, charge by third parties, will be the cost of the Contractor and shall not be passed through to the City;
 - The Contractor must provide its own computer system which will be utilized by the Contractor's personnel at the City of Detroit's garages;
 - The Contractor's computer system should include the following capabilities:
 - Invoicing
 - Cataloging
 - Master Interchange
 - Inventory Control
 - Custom pricing
 - Inventory stocking information
 - Inventory on order information
 - Inventory on backorder information
 - Lost sales reports and analysis
 - Automatic inventory min/max review
 - Inventory cost
 - Ability to check inventory levels at City of Detroit maintenance garage locations and order from any of the Contractor's area locations
 - All daily and monthly reports generated by the Contractor's computer automatically provided to authorized City of Detroit Management

- Properly invoice all parts at the time of sale
- A detailed statement at the end of the month showing all invoice numbers and amounts purchased
- The Contractor must provide an efficient and reliable source for all part needs;
- The Contractor must provide an experienced staff;
- The Contractor must maintain inventory control for on demand rates;
- The Contractor must generally provide services that enable the Customer to operate the repair facility more efficiently, resulting in savings of funds through cost avoidance;
- The Contractor must have the flexibility to service multiple locations;
 - Computer System management must perform:
 - Invoicing
 - Cataloging
 - Master interchange
 - Inventory control by part number
 - Consistent pricing
 - Control of inventory in stock and on order
 - Automatic min-max review
 - Ability to source inventory from other DC's.

Project Approach

Overview

The Contractor must agree to provide stock and non-stock original equipment (“O.E.”) parts, supplies and equipment with quality equal to or higher than that specified by the O.E. The Contractor must agree to allow the City of Detroit to inspect the quality of materials, supplies and equipment proposed to be furnished and the City of Detroit reserves the right to reject any item(s) that do not meet O.E. specifications. The Contractor will notify the City of Detroit fleet manager of any item(s) which cannot be obtained in an acceptable time frame as defined by the performance standards. The Contractor will not be held liable for any item it is unable to obtain, or be liable for items obtained by the City of Detroit that fail to perform satisfactorily.

The Contractor must agree to be wholly responsible for the on-site inventory provided

that the Contractor exclusively controls access to garage store rooms. City employees, contractors, or agents shall not be permitted to enter the secured on site parts room without notice to and accompaniment by the Contractor's authorized representative.

The City of Detroit shall use the Contractor as its primary supplier of inventory. The parties agree that the term "Primary Supplier" shall mean that the Contractor will supply on average 90 percent (90 %) of the City of Detroit's need for vehicle repair-related inventory. From time to time, GSD will test the market on specific components currently within the Contractor's inventory for the city, but will give the Contractor the opportunity to meet market prices before procurements outside of the strategic partnership take place. The City of Detroit reserves the right to procure Service(s) and/or Inventory from other vendors and suppliers when the City of Detroit deems it to be in City of Detroit's best interest so long as the purchase(s) of said Service(s) and/or Inventory does not result in the Contractor no longer being the City of Detroit's "Primary Supplier". The Contractor will give preference to specialized, non-Contractor part suppliers located within the City of Detroit and will use existent non-Contractor specialty parts suppliers whenever possible, provided that pricing and service level is competitive.

The Contractor will not issue any item(s) to any City of Detroit personnel without proper valid work order / account code requisition. The invoices through the Contractor's computer system will have specific information on each invoice. The invoice will show: part number, quantities, description of item(s) or service price of each item, or service, invoice number, date, time of transaction, Purchase Order ("P.O.") or requisition number, equipment number, each receiving employee of the City of Detroit will be required to sign each invoice.

All inventory supplied pursuant to this Agreement is subject to the terms of written warranties provided by the manufacturer of each part, and the Contractor shall use reasonable commercial efforts to assist the City in processing all warranty claims that the City may have against a manufacturer. The on-site store personnel will process all warranty claims and provide the City with information received from each claim processed. The manufacturer's warranty will be the sole and exclusive remedy of the City in connection with any claims concerning the parts supplied to City pursuant to this Agreement. All other warranties, both expressed and implied, including any implied

warranties, both expressed and implied, including any implied warranties of merchantability or fitness for a particular purpose, are hereby excluded. Copies of the manufacturers' warranties are available to City upon request.

Purchase of Inventory upon Commencement of Contract

The Contractor and NAPA (the former provider of these services to the City), will conduct a joint inventory of the existing parts inventory. The joint inventory will determine the final stocked item quantities and total dollar value of the inventory which is to be approved by the City for purchase. The Contractor agrees to pay (either directly to NAPA or indirectly to the City) up to \$1 million for active and obsolete/overstock inventory as long as at least 60% of the total inventory value consists of active inventory. Obsolete is defined as parts for which the City has no repair application in its current fleet and overstock is defined as on hand quantity in excess of 120 days of inventory based on the past 2 years of City demand. Contractor will use its commercially reasonable efforts to return to suppliers, sell or otherwise liquidate such obsolete/overstock inventory.

Inventory Maintenance Plan

Evaluation of Buying History

Upon request by the City, on an annual basis, the Contractor will undertake a study of the City of Detroit's buying history at each garage during the tenure of the Contractor-City of Detroit GSD strategic partnership. The buying history will recognize the Contractor and non-Contractor parts counts, and trends for heavy duty vs. light duty vehicle parts, regular purchases and special purchases experience. The study and analysis will provide both the Contractor and City of Detroit with a plan for stocking levels. The Contractor will document inventory on hand standards for the City, consisting of those parts regularly in use and associated target stock levels. These inventory-on-hand standards will be communicated to the City Project Management Team.

Evaluation of the Inventory on Hand

Upon request by the City, on an annual basis, a physical inventory shall be taken of all the merchandise in stock at the City of Detroit location(s). The inventory team will include

both Contractor and GSD VMD staff, and will use a system which must be agreed upon by both parties to allow for the description, location, quantity and cost of each item to be recorded. Each party will receive a copy of this inventory record that will be signed and dated by both parties.

If at any time, the Contractor decides to change the labeling, identification number and/or description of any Contractor or non-Contractor part, the Contractor will notify the City's General Services Fleet Department thirty (30) days prior to the modifications.

The City of Detroit vehicle maintenance system is referred to as REVS. It is supplied by Asset Works Corporation and is a product called M5. For the purpose of streamlining parts data entry against work orders in REVS, (to be done by Contractor personnel), and for streamlining the Contractor invoice reconciliation (to be done primarily by City personnel), an interface between REVS and the Contractor's system must be designed.

This REVS interface is not a critical factor in the operations of this contract; it only serves as a means to minimize human interactions with the operational aspects of the record keeping and reconciliation of invoices.

The Contractor will pay for 100% of further costs associated with customization of its computer system for its optimal performance.

Operational Phase

Parts Tracking

Inventory is to be tracked in a transparent and logical way. This includes designation of categories of city-owned, Contractor brand, and non-Contractor brand items procured by the Contractor, along with associated counts and values. The city should be notified of any recodification of any parts in the system, in advance of such. Inventory on hand levels should be managed to the specified threshold.

Reports should be generated on daily and weekly bases, as follows:

CTU tie-ups (daily)

Inventory on hand by category (weekly)

Parts usage patterns (weekly)
Parts purchases from local vendors (weekly)

Parts Issuance

Parts are to be issued at the garage store room windows or doors by the Contractor's personnel. Parts will be authorized by REVS work order number or valid account code. Contractor personnel will enter into the REVS system all parts issued to one of these valid numbers.

Parts Quality

As is stated previously, all parts issued are to be OE quality or better.

Part Availability Performance Standards

The City sets the standard of routine parts provided on demand. Parts delivery performance is measured from the time a part is requested by work order to the time a part crosses the counter.

Contractor Part Procurement of Non-Contractor Parts

For high dollar threshold parts specifically identified by the City in writing, the Contractor will demonstrate proof of competitive bidding. The Contractor will use commercially reasonable efforts to establish relationships with specialized part suppliers located within the City of Detroit and will use existent specialty parts suppliers whenever possible in this bidding. If achieving "Parts Availability Standards" or competitive bid pricing is negatively affected by the requirements of this paragraph, the over-riding goals of parts availability and competitive pricing will take precedence, and the City and the Contractor will agree to a lower level of purchase from local vendors.

Computer Modification

All requirements for the Contractor's computer system inclusive of all hardware, software, supplies and communications are the sole responsibility of the Contractor, but location of

the systems in the garage store rooms is to be approved by City personnel. (Example - location of communication line drops.)

Contractor Staffing

The City and the Contractor will agree in writing to staffing levels, with each change communicated in a memo. The core of the Contractor's team will be built with the Contractor's employees that have parts-related experience and are familiar with the Contractor's policies and procedures as well as the Contractor's computer system. The Contractor agrees to utilize the services of the City of Detroit Work Force Development as much as possible to hire as many additional staff members as possible from residents within the City of Detroit; provided, however, that any such potential staff members must qualify for hire pursuant to the Contractor's customary hiring policies and procedures. If the Contractor feels that there is not sufficient qualified work force available to accomplish the mission, the Contractor may hire outside of the City of Detroit to the extent required to fulfill the mission.

All overtime for the Contractor's employees will be authorized by the Assistant Superintendent or Superintendent of Transportation. This communication will be delivered by e-mail or written documentation to the Contractor's supervisor. Approval of overtime will also include submission of the "The City Authorization for Overtime" form. In emergency situations, when the City provides consent to over time charges, such consent shall replace the requirement of overtime approval in writing.

The Contractor will use its best efforts to provide cost reduction and/or improved inventory management services to the City over the life of the contract. This is inclusive of managing and maintaining satisfactory inventory levels, reducing operational costs, cost avoidance, and administrative cost savings such as seeking best competitive pricing, speeding up the ordering process, etc. The Contractor will be responsible for identifying and renewing goals, annually, based on the results of both the Contractor's and the City's critical evaluation and performance to date. This process should result in both goals and performance that exceed status quo expectations and minimum legal requirements.

Project Management

City Project Management

Supply Chain monitoring involves a wide range of operational processes and requires data from various internal and external partners.

The City of Detroit will assign primary contact persons who will be responsible for administration of the parts supplier contract. The Project Manager and Project Management Team, will be responsible for monitoring the operational procedures put into effect with the Supplier, for invoice approvals, processing, and for the supplier's performance measurement and overall compliance with the terms of the agreement as follows:

Operations oversight:

Operations include organizational arrangements and routine processes for carrying out responsibilities. These arrangements define how work gets done, and who does work. Development and execution of operating procedures with the Supplier in accordance with the contract: for parts delivery, parts issuance to City staff, stock levels, warehouse security and facility maintenance. Management of respective program budgets for purchases made by the City under the contract. Establishment of fixed team meeting schedules and reporting output methods.

Invoice approval process:

The City of Detroit authorizes the expenditure of funds per guidelines and processed detailed in both the City of Detroit's Accounts Payable and Purchasing ordinances. These guidelines reference:

Formatting of Supplier invoices and the process for transmittal of such;

Approval of Supplier invoices;

Resolutions of any invoice exceptions that arise from the Supplier invoices.

Performance measurement:

Creating a set of efficient measurements (metrics) provides a framework for implementing manageable solutions, streamlining routine processes, integrating data across the organization, as well as fast and reliable data sharing with GSD. These metrics help the

City of Detroit to locate problem areas or analyze the City's performance through public benchmarking by:

Establishment of the Supplier performance metrics, and reporting methods for monitoring such;

Documentation of Supplier performance on all aspects of the contract;

Ongoing communication of expectations to the Supplier.

Supplier Project Management

The Supplier shall provide the City of Detroit with dedicated services to provide the right vehicle parts, at the right times, for optimal prices. This includes stocking or delivering parts on demand, making part manufacture recommendations, processing warranty claims, coordinating resources, billing & invoicing issues, technical support, and other cost saving recommendations.

The Contractor will use its best efforts to provide cost reduction and/or improved inventory management services to the City over the life of the contract. This is inclusive of managing and maintaining satisfactory inventory levels, reducing operational costs, cost avoidance, and administrative cost savings such as seeking best competitive pricing, speeding up the ordering process, etc. The Contractor will be responsible for identifying and renewing goals, annually, based on the results of the Contractor and the City's critical evaluation and performance to date. The process should result in both goals and performance that exceed status quo expectations and minimum legal requirements.

The Supplier will assign an Operations Manager who will be the lead point of contact with the City Project Management Team. The Operations Manager will:

Meet at appointed times with the City Project Management Team;

Oversee Supplier staff at all City locations;

Manage operational procedures at all City locations, per mutually agreed parameters;

Provide reports of operational performance to the City, per appointed cycles;

Provide special reports requested by the City, including inventory audits;

Assure the data capture of parts issued in the city system, including the operation of the technology for populating the city's work order system;

Respond to any inquiries from the City for troubleshooting, per telephone, email or other means;

Support special projects, such as audits, physical inventory or facility work at relevant sites.

City Right to Expand to other City Agencies

Upon the mutual consent between the City and the Contractor, this contract may be amended in the future to include other City agencies which operate vehicle fleets, including, but not limited to: Detroit Department of Transportation (DDOT). Any change to the current business model requires mutual consent from both parties.

EXHIBIT B

FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of Eleven Million, Five Hundred Twenty Eight Thousand and 00/100 Dollars (**\$11,528,000.00**), for the term of this Contract as set forth in Exhibit A, Scope of Services and in accordance with Article 7 of the contract. The parties acknowledge that if the Contractor reaches the above maximum amount prior to the expiration of this Contract, it shall not be required to continue to perform services hereunder unless the parties agree to an increase in such maximum amount.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice other than invoices for the fixed changes described below, shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

(c) At the end of the contract or upon contract termination the City will purchase any remaining inventory from Contractor which Contractor was required to purchase at the start of this Contract. In addition, the City shall be required at the end of the contract or upon contract termination to purchase up to six months of existing inventory for vehicles or equipment active in the fleet based on the previous two years parts usage. This requirement may be fulfilled by direct purchase by Detroit or by purchase by any follow-on contractor to facilitate ongoing operations during a contract transition period. The City will promptly notify the Contractor when any vehicles are removed from the fleet.

II. Project Fees

The Contractor will be paid a fixed monthly fixed monthly fee indicated in the fourth row of the Table below for relevant year of the initial contract term in accordance with Article 7 of the contract. In the event the term is extended, the Contractor will be paid the

Monthly Cost from the fourth row of the table below as indicated for the relevant extension year.

| Cost Category | Year 1 (9 Months) | Year 2 | Year 3 | Extension Year 1 | Extension Year 2 |
|----------------------|------------------------------|--------------------|--------------------|-----------------------------|-----------------------------|
| Labor Cost | \$712,050 | \$949,400 | \$949,400 | \$997,503 | \$997,503 |
| Non-Labor Cost | \$206,243 | \$274,991 | \$274,991 | \$174,479 | \$174,479 |
| Total Cost | \$918,293 | \$1,224,391 | \$1,224,391 | \$1,171,982 | \$1,171,982 |
| Monthly Cost | \$102,033 | \$102,033 | \$102,033 | \$97,665 | \$97,665 |

| Total Program Cost | | | |
|---------------------------|---------------------|-----------------------------|-------------------|
| Period | Service Cost | Estimated Parts Cost | Total Cost |
| 10/1/15-6/30/16 | \$918,293 | \$2,225,707 | \$3,144,000.00 |
| 7/1/16-6/30/17 | \$1,224,391 | \$2,967,609 | \$4,192,000.00 |
| 7/1/17-6/30/18 | \$1,224,391 | \$2,967,609 | \$4,192,000.00 |

Contract Total

\$11,528,000.00

III. Project Billing

In addition to the fixed fee referred to above. The Contractor shall sell all parts to the City of Detroit at the actual cost to the Contractor plus an 8% mark-up unless purchased from a State Contract in which case a 5% mark-up will be added to Contractor's actual cost in accordance with Article 7 of the contract. Actual cost will include only the material cost and the City of Detroit authorized shipping charges. To the degree vendors provide discounts or rebates, the Contractor will pass those savings to the City of Detroit via the invoicing process.

EXHIBIT C

Service Level Agreement Vitec City of Detroit Contract # 2908627

This Service Level Agreement (SLA) represents the parameters put in place to validate the successful provisioning of goods and services required to support and sustain the terms of the contract for (product or service.) This agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. The purpose of this agreement is to ensure that the proper elements and metrics are in place to provide consistent service support and delivery to the City by the Supplier.

The objectives of this agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to both customer and supplier
- Match perceptions of expected service with actual service support & delivery

The following Service Providers and Customers will be used as the basis of the agreement and will represent the Primary Stakeholders associated with this SLA:

- Wesley Norris, Office of Contracting and Procurement; 313-224-4611; norrisw@detroitmi.gov
- Craig Rice, Fleet Manager, General Services Division; 313-279-9450; ricec@detroitmi.gov
- Ezra Beard, Commercial Lead, Vitec, LLC; 810-252-5661; ebeard@beardincorporated.com
- Randy Whitman, Director Supply Chain Management; MANCON; 757-672-6521; rwhitman@manconinc.com

This agreement is valid for the Effective Date of the related Contract. This agreement is to be reviewed no less than quarterly, with a formal on site review to be held twice per year in the Office of Contracting and Procurement, or such location as designated by the City Representative. Those present will include the Supplier Representative, the City Representative and such other stakeholders as designated by the City.

Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements/approvals as required.

An SLA Scorecard will be derived from this SLA, which will direct the discussion for the SLA reviews. Failure to maintain an acceptable rating on the SLA scorecard may be the basis for Corrective Action(s) up to and including termination of the Contract for cause.

SERVICE AGREEMENT –

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

Service Scope:

The following services are covered by this Agreement:

- Inventory / Delivery
 - 85% of all inventory available at all times

- >90% of inventory available within 24 hours (Monitored / Reported but not scored)
- >95% of inventory available within 48 hours (Monitored / Reported but not scored)
- Provide a weekly open order report allowing no greater than 0.5% on backorder over 30 days
- Provide a report with all monthly delivered line items refused due to damage, mis-shipment or other causes with a goal <0.5%.
- Computer Program
 - System uptime 99.95% - Approved “scheduled downtime” allowed only between 10:00 P.M to 5:00 A.M upon 48 hours’ notice or as result of Internet Service Provider outage with a manual back-up plan.
 - Responsive to a tiered response/resolution metric for system downtime
 - >1% unresolved items necessitating invoking escalation pathway
- Part Quality (OE quality or better unless authorized in writing by the City)
 - Use of existing inventory prior to purchase of new parts
 - Fit for purpose intended as warranted by manufacturer
 - Meets or exceeds OEM certification if third party
- Warranty Pass Through
 - Manufacturer’s warranty process easily understood and actionable
 - Warranty utilized if available for part to be repaired
 - No actions on limitation of warranty due to third party part exclusions
- Staff (Knowledgeable, Respectful & Dependable)
 - On-Site Manager, Counter Customer Service Reps, Receiving & General Clerks & Delivery Drivers will complete 1 training module per month and until training is completed
 - Vacancies will be filled within 30 days of position opening
 - Respond and report emergency overtime request within 2 hours of request
- Invoicing
 - No more than 2 monthly summary invoices with errors per contract year.
 - Credits for invoices with errors available within 48 hours of dispute resolution
 - Benchmarking exercises will not lead to parts exclusions if lower cost alternatives or sources for faster delivery are identified

Customer Requirements:

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for non-disputed Support Costs per the agreed terms
- Reasonable Availability for Customer representative(s) or a designee when resolving a service related incident or request
- Recording and reporting all issues out of scope with the agreed SLAs
- Participation in onsite Semi Annual Supplier Review
- Authoring and monitoring of any necessary Corrective Action Plans
- Quarterly review and approval of stocked additions and deletions from inventory
- Semi-annual review of City - directed stocked items (protects obsolescence)
- Establish brand and part quality preference or repair standard for specific repairs
- Provide Contractor with a preventative maintenance repair requirement schedule
- Prompt and regular notification of changes in fleet configuration
- Communicate special maintenance and seasonal items such as plow parts allowing sufficient lead-time for contractor to procure the parts

Service Assumptions:

Assumptions related to in-scope services and/or components include:

- The service Scope detailed above
- Recording and reporting all issues out of scope with the agreed SLAs
- Changes to services will be documented and communicated to all stakeholders via email at least 14 days in advance.
- Authoring and provision of Supplier Scorecards per agreed upon frequency
- Participation in onsite Semi Annual Supplier Review
- Input to and acceptance of any necessary Corrective Action Plans

Service Availability:

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

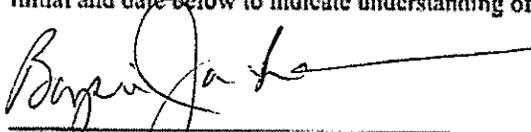
- Recognized Vendor Holidays are: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas
- If regular deliveries include inclement weather delay acceptability within 24 hours of scheduled delivery date.
- Response to special orders (of stock listed in this Purchase Agreement) within 24 hours during regular business hours.
- Response to emergency orders within 24 hours during regular business hours.

Contact Information, including Escalation Pathway:

Listed below are the names and contact information for individuals who should be notified in case of needed service resolution issues, including those in supervisory levels in relation to the scope of the contract.

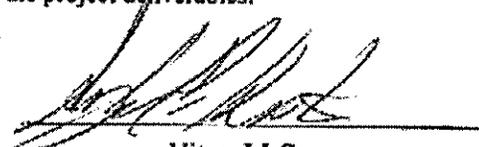
- Supplier Level one: Sylvester Hester, Vice Chairman, Vitco: 404-597-1652; shester@ardlogistics.com
- Supplier Level Two: Ezra Beard, Commercial Lead, Vitco, LLC; 810-252-5661; ebear@beardincorporated.com
- City Level One: Jan Anderson, Deputy Director, General Services Division, 313-550-9209; jan@detroitmi.gov
- City Level Two Craig Rice, Fleet Manager, General Services Division; 313-279-9450; ricec@detroitmi.gov

Initial and date below to indicate understanding of the project deliverables:



City of Detroit

Date



Vitco, LLC

CITY ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 31st day of August,
2015, by BRAD DICK
(name of person who signed the contract)
the Director
(title of person who signed the contract as it appears on the contract)
of General Services
(complete name of the City department)

on behalf of the City.

Edward E. Porche

Notary Public, County of Wayne

State of Michigan

My commission expires: 12-13-20

EDWARD E. PORCHE
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 16, 2020
ACTING IN COUNTY OF Wayne

CITY ACKNOWLEDGMENT

STATE OF Louisiana)
PARISH Orleans)SS.
COUNTY OF Orleans)

AUG 21 2015

The foregoing contract was acknowledged before me the _____ day of _____,
20____, by Sylvester L. Hester
(name of person who signed the contract)
the Vice Chairman, COO
(title of person who signed the contract as it appears on the contract)
of GSD
(complete name of the City department)

on behalf of the City. X [Signature]
Sylvester L. Hester
Thomas G. Robbins

Notary Public, County of Orleans
State of Louisiana
My commission expires: for life.

 **THOMAS G. ROBBINS, ESQ.**
Notary Public
Notary ID LSBN: 22569
State of Louisiana

LIMITED LIABILITY COMPANY

CERTIFICATE OF AUTHORITY

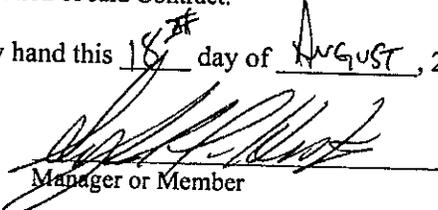
I, Sylvester L. Hester, a Manager or Member of
(name of manager)

Vitec, L.L.C., a limited liability company (the "Company"), DO HEREBY
(name of company)

CERTIFY that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Company who have the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the Company:

FURTHER, I CERTIFY that all necessary approvals by the Managers or Members of the Company have been obtained with respect to the execution of said Contract.

IN WITNESS THEREOF, I have set my hand this 18th day of AUGUST, 2013.
COMPANY SEAL
(if any)



Manager or Member

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR LIMITED LIABILITY COMPANY MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE LIMITED LIABILITY COMPANY.



City Council Contract Agenda Items Review Checklist

Reviewer: (_____)

Date Received: _____

Date: 9/2/15 Department General Services Division: Fleet Management

Dept Head/Contact Person: Ed Porche Phone No.: 628-0910

1. Description: Management and Supply of Vehicle Auto Parts.

Contract No 2908627 PO Type: CPO Est. Value: \$18,000,000.00

Contract Term (if applicable): 7/1/15 to 6/30/18

Funding: City 100% State _____% Federal _____% Other: _____%
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Vitec, LLC Inc. Required Date: 10/1/15

2. The business being awarded is PROFESSIONAL SERVICE If a renewal, provide justification for renewal: Management and Supply of Vehicle Auto Parts.

3. Was the product or service competitively bid? Yes No

Attach Copy of Bid Tabulation/Evaluation score sheets as needed

If the answer to #2 is "NO" explain why there was no competition: _____

4. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____

If answer to #3 is "No" explain why a Co-Op was not considered: N/A

5. Were savings achieved?

Yes Amount \$ _____

No

6. Does this agreement represent an increase? No.

Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)

Change in amount/volume of the good or service to be used. _____

cc SEP 15 2015

FRC APPROVAL
SEP 28 2015

7. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: _____.

Is this good/service used by other departments? Yes No

If "yes" can this Req/PAR be combined other department requirements? Yes No

8. Is this a service that can be performed by City employees? Yes No

Is this a service that City employees can be trained to do? Yes No

NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes ___ No ___

PLACE ON EMERGENCY MANAGER AGENDA

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: Ed Porche DATE: 9/2/15

(Department)

INFORMATION PROVIDED BY: Ed Porche

TITLE: Contracts Manager

PHONE: 628-0910

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: September 15, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts, approved at the September 8, 2015 Session, requested to be Reconsidered.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of September 15, 2015 and **APPROVED***

Reported by the Finance, Budget and Audit Committee:

No Contracts Reported

Reported by the Internal Operations Committee:

| | | | |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------|
| 2911229 | Sherwin Williams Submitted in the List and Referred July 28, 2015. | \$64,720.50 | GENERAL SERVICE |
| 2876477,Amend.2 | Futurenet Group + \$14,000 to \$58,600 Submitted in the List and Referred July 28, 2015. | | INSPECTOR GENERAL |
| 2867153,Extension | Genuine Parts (NAPA) + \$1,746,836 to \$16,735,694 Submitted in the List for Recess Week of Aug. 17, 2015 and Held. | | GENERAL SERVICE |
| 2908627 | Vitec (vehicle parts) Submitted in the List and Referred September 8, 2015. | \$11,528,000 | GENERAL SERVICE |
| KEM-00248 | Kemba S. Braynon (Legisl.Policy Division) Submitted in the List for September 15, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> . | \$4,290 | CITY COUNCIL |

Reported by the Neighborhood and Community Services Committee:

No Contracts Reported

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of September 15, 2015

Page 2

The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of September 15, 2015 and APPROVED

Reported by the Planning and Economic Development Committee:

2867322,Amend.2 The Mannick & Smith Group + \$218,526 to \$655,578 PLAN & DEVELOPT
Submitted in the List for Recess Week of Aug. 10, 2015 and Held.

2912709 Wayne State University \$49,012 HOUSING & REVITALIZ.
Submitted in the List for the Recess Week of Aug. 31, 2015 and Held.

Reported by the Public Health and Safety Committee:

No Contracts Reported

The following contract was reported to the City Council by the indicated Standing Committee, at the Regular Session of September 15, 2015, and requested to be POSTPONED for 1 week.

Reported by the Internal Operations Committee:

2898660,Amend.1 Pinnacle Actuarial Services + \$30,000 to \$105,000 LAW
Submitted in the List and Referred September 8, 2015; Questions Raised during Session.

The following contracts were reported to the City Council by the indicated Standing Committee, at the Regular Session of September 15, 2015, and requested to be WITHDRAWN.

Reported by the Internal Operations Committee:

2906634 The Allen Law Group \$75,000 LAW
Submitted in the List and Referred September 8, 2015.

2909529 The Allen Law Group \$75,000 LAW
Submitted in the List and Referred September 8, 2015.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of September 15, 2015

Page 3

*The following contracts were **REFERRED** on September 15, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee:

No Contracts Referred

Referred to Internal Operations Committee:

| | | |
|---------------|---------------------------|------------------|
| 86998,Amend.1 | Leslie Howard Ellison | GENERAL SERVICES |
| 2902499 | Alliant Insurance Service | RISK MANAGEMENT |

Correction To Item approved, Submitted Week of August 3, 2015

Referred to Neighborhood and Community Services Committee:

No Contracts Referred

Referred to Planning and Economic Development Committee:

No Contracts Referred

Referred to Public Health and Safety Committee:

| | | |
|---------------|--------------------------|-------------------|
| 87085,Amend.1 | Thomas James Shannon | MUNICIPAL PARKING |
| JAN-00093 | Janette Cheryl Christine | MUNICIPAL PARKING |

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of September 15, 2015

Page 4

The following are contracts that are currently HELD for review, discussion or report to the Standing Committees:

Planning and Economic Development Committee:

2896965,Amend.1 Heat and Warmth Fund (THAW) + \$100,000 to \$347,589.40 PLAN & DEVELOPT
Submitted in the List and Referred June 16, 2015; Waiting for Law Opinion on Ethics question

Public Health and Safety Committee:

2886496,Amend.1 Ramona H. Pearson + \$137,875 to \$487,875 HEALTH & WELL.
Submitted in the List of the Recess Week of August 3, 2015; *Committee approved 9-14-15.*

2555944,Amend.3 Bishop Real Estate (Lease, 14655 Dexter) + \$669,950 to \$7,336,175 POLICE
Submitted in the List for the Recess Week of August 10, 2015; *Committee approved 9-14-15.*

2912044 Wayne County Registrar of Deeds \$120,000 PUBLIC WORKS
Submitted in the List for the Recess Week of Aug. 10, 2015.

87341 Ronald Fleming (Ex. Protection, Mayor) \$94,500 POLICE
Submitted in the List for the Recess Week of Aug. 10, 2014; *Committee approved 9-14-15.*

2884809,Amend.2 Institute for Population Health + \$396,220 to \$14,752,220 HEALTH & WELL.
Submitted in the List for Recess Week of Aug. 17, 2015; *Committee approved 9-14-15.*

2884810,Amend.2 Institute for Population Health + \$164,004 to \$7,460,825 HEALTH & WELL.
Submitted in the List for Recess Week of Aug. 17, 2015; *Committee approved 9-14-15.*

2906609,Conf.Req. Motor City Electric \$318,605 POLICE
Submitted in the List for the Recess Week of Aug. 17, 2015; *Committee approved 9-14-15.*

2912431 Heritage Crystal Clean \$121,500 TRANSPORTATION
Submitted in the List for the Recess Week of Aug. 17, 2015.

2912468,Conf.Req. Randy Lane \$31,058 TRANSPORTATION & PARKING
Submitted in the List for the Recess Week of Aug. 24, 2015.

2913193 Target Solutions \$61,125 FIRE
Submitted in the List for the Recess Week of Aug. 31, 2015; *Committee approved 9-14-15.*

2909352 Industrial Door and Weatherstrip \$220,000 TRANSPORTATION
Submitted in the List and Referred September 8, 2015.

OK

Zenola Holland - Workflow Action Required - Vitec LLC : 2908627

From: Novatus Workflow <noreply@novatuscontracts.com>
To: <hollandz@detroitmi.gov>
Date: 9/1/2015 4:08 PM
Subject: Workflow Action Required - Vitec LLC : 2908627
Cc: <norrisw@detroitmi.gov>

General SV3
Wesley



Contract Workflow for >or = to \$25,000

\$11,528,000

OCP prepares contract for City Council

Contract is prepped for City Council
Previous Step Closing Notes: Final approval

10-1-15

Vitec LLC

Op CC approval -
6-30-18

2908627

Man

| | |
|---------------------------|---------------------------------------------------|
| Workflow Step Name | OCP prepares contract for City Council |
| Workflow Step Description | Contract is prepped for City Council |
| Repeated Step Info | This is the first time this step has been opened. |
| Workflow Owner | Wesley Norris (norrisw@detroitmi.gov) |
| Company Name | Vitec LLC |
| Company Type | |
| Contract Number | 2908627 |
| Contract Type | Services |
| Agreement Type | Original |
| Contract Purpose | Man |

2627 CLARK Ave
Detr 48210

[Go To Company »](#)

[Go To Contract »](#)

[Go To Workflow »](#)

Income - 5-12-16
Revenue - 8-31-15

Evaluation Team Review

5/5/15



City of Detroit
 Finance Department - Purchasing Division
 Contract # 2867153
 Project: Management and Supply of Vehicle Spare Parts

RANKING TEMPLATE

| Phase One Criteria - Non Economic Criteria Scoring value | | RFP Scoring | |
|---------------------------------------------------------------------|----|--------------------|-------|
| | | Genuine Auto Parts | Vitec |
| Company's Direct Experience | 20 | 10 | 20 |
| References | 15 | 7.5 | 7.5 |
| Operating Plan and Capacity | 15 | 7.5 | 15 |
| Price Proposal | 15 | 7.5 | 15 |
| Maximum points for Phase One Criteria not to exceed 65 (65) points. | 65 | 32.5 | 57.5 |
| | | 0.00 | 0.00 |

| Phase Two Criteria - Prime Agreement or Economic Development Scoring value | | RFP Scoring | |
|-------------------------------------------------------------------------------|----|--------------------|-------|
| | | Genuine Auto Parts | Vitec |
| Detroit Headquartered Business | 10 | 2 | 10 |
| Detroit Based Business | 5 | 2 | 5 |
| Maximum points for Phase One Criteria not to exceed 15 (15) points. | 15 | 2 | 15 |
| | | #REF! | #REF! |

| Phase Three Criteria - Economic Development & Agreement Performance of Prime and Sub Agreement Scoring value | | RFP Scoring | |
|-----------------------------------------------------------------------------------------------------------------|----|--------------------|-------|
| | | Genuine Auto Parts | Vitec |
| Detroit Headquartered Business | 15 | 2 | 2 |
| Detroit Based Business | 5 | 2 | 2 |
| Maximum points for Phase One Criteria not to exceed 15 (15) points. | 20 | 32.5 | 72.5 |

| Scoring | Rank | |
|---------|-----------|----------------|
| | 1 | 2 |
| Rank | Raw Score | Phase I points |

[Signature]
 Kenneth L. Ingram
 Craig Rice

[Signature]
 Janet Anderson

5/11/15

VITEC

Attachment 1



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT / DIVISION: Human Rights Department *J. Pincus*

CONTACT NAME: Wesley Norris E-MAIL ADDRESS: ~~Wesley.Norris@detmi.gov~~ NorrisW@detmi.gov
PHONE: 224-4611 FAX: _____

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

To:
A. City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1220
Detroit, MI 48226

For:
Individual or
Company Name VITEC, LLC
Address 2627 CLARK ST.

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-1741 or 224-4588

City DETROIT
State MI Zip Code 48210
Telephone (313) 297-6676 Fax # (313) 843-1298
Email Address SCREEN@VITEC-USA.COM

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)
STEVE A. GREEN
Employer Identification or Social Security Number
38-3396047

Telephone # (313) 297-6676 x288
Fax # (313) 216-1754
Spouse Social Security Number _____

Nature of Contract MANAGEMENT & SUPPLY
OF VEHICLE REPAIR PARTS

BID CONTRACT AMOUNT (if known):
Labor: \$ _____ Material: \$ _____
RFP Contract # (if known) 50151

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED
MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1, 2, 3, 4.
1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
2. Are you a student and/or claimed as a dependent on someone else's tax return Yes No
3. Were you employed during the last seven (7) years? Yes No
4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5, 6, 7.
5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-1)? Yes No
6. Will the company have employees working in Detroit? Yes No
7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. **FOR INCOME TAX USE ONLY**
Has the employer/employee complied with the provisions of the City Income Tax Ordinance?
 Yes No Signature E. R. [Signature] Date MAY 12 2015 Expires MAY 12 2016
 Yes No Signature _____ Date _____ Expires _____
 Yes No Signature _____ Date _____ Expires _____

Note: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please email your completed request form (preferably in PDF format) to: IncomeTaxClearance@DetroitMi.gov

CITY OF DETROIT
 ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
 2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
 REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

SECTION A: BUSINESS LICENSE | BUDGET | CITY COUNCIL | DDOT | DPW | FINANCE | FIRE | HEALTH
 HUMAN RIGHTS | LAW | MAYOR | OMBUDSMAN | PLANNING & DEVELOPMENT | POLICE | PURCHASING
 RECREATION | WATER & SEWAGE | OTHER Contracting / Procurement

ADDRESS OF DEPARTMENT 1008 Coleman A Young City, Detroit, 48226
 DATE SENT 9-1-15 CONTACT PERSON Wesley Adams
 PHONE NUMBER 224-4611 FAX NUMBER 313-628-260 EMAIL Norrisw@detroitmi.gov
 CONTRACT AMOUNT \$ 11,258,000

SECTION B: CORPORATION
 CORPORATION NAME Vitec LLC LICENSE TYPE LLC
 ADDRESS 2627 Cloak St CITY/STATE/ZIP Det, MI 48210 OWN / LEASE
 CITY PERSONAL PROPERTY NUMBER _____ FID / EIN NUMBER 38-3396047
 OTHER CITY-OWNED PROPERTY PARCELS N/A
 CONTACT PERSON Sylvester Hester PHONE NUMBER 313-297-6676 EMAIL ADDRESS SHester@callogistics.com

SECTION C: PARTNERSHIP
 BUSINESS NAME _____ LICENSE TYPE _____
 BUSINESS ADDRESS _____ CITY/STATE/ZIP _____ OWN / LEASE
 CITY PERSONAL PROPERTY NUMBER _____ FID / EIN NUMBER _____
 A. PARTNER'S NAME _____ PHONE NUMBER _____
 HOME ADDRESS _____ CITY/STATE/ZIP _____
 DRIVER'S LICENSE # _____ OTHER CITY-OWNED PROPERTY PARCELS _____ OWN / LEASE
 B. PARTNER'S NAME _____ PHONE NUMBER _____
 HOME ADDRESS _____ CITY/STATE/ZIP _____
 DRIVER'S LICENSE # _____ OTHER CITY-OWNED PROPERTY PARCELS _____ OWN / LEASE
 CONTACT PERSON _____ PHONE NUMBER _____ EMAIL ADDRESS _____

SECTION D: SOLE PROPRIETORSHIP
 BUSINESS NAME _____ LICENSE TYPE _____
 BUSINESS ADDRESS _____ CITY/STATE/ZIP _____ OWN / LEASE
 CITY PERSONAL PROPERTY NUMBER _____ FID / EIN NUMBER _____
 OWNER'S NAME _____ DRIVER'S LICENSE # _____ PHONE NUMBER _____
 HOME ADDRESS _____ CITY/STATE/ZIP _____
 OTHER CITY-OWNED PROPERTY PARCELS _____ OWN / LEASE
 EMAIL ADDRESS _____

SECTION E: PERSONAL SERVICES
 NAME _____ ADDRESS _____
 CITY/STATE/ZIP _____
 PHONE NUMBER _____ DRIVER LICENSE # _____ OWN / LEASE
 OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT _____
 SOCIAL SECURITY NUMBER _____ PHONE NUMBER _____
 EMAIL ADDRESS _____

FOR TREASURY COLLECTION USE ONLY:
 APPROVED DENIED DENIED WITH ATTACHMENTS
 SIGNATURE [Signature] DATE SEP 01 2015 CLEARANCE VALID UNTIL JAN 15 2016

**REVENUE COLLECTIONS
 APPROVED
 CONTRACT CLEARANCES**

REVISED 7-12-2012
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance - Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of VITEC, LLC, (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No.: (if applicable) 50151

Duration of Covenant _____ to _____

Printed Name of Contractor/Organization VITEC, LLC
(Type or Print Legibly)

Contractor Address 2627 CLARK ST. DETROIT, MI 48210
(City) (State) (Zip)

Contractor Phone/E-mail (313) 297-6676 x 288 / SCREEN@VITEC-USA.COM
(Phone) (E-mail)

Printed Name & Title of Authorized Representative STEVIE A. GREEN, DIRECTOR OF FINANCE

Signature of Authorized Representative: Stevie A. Green

Date: 4/10/15

Signature of Notary: Beth Susan D'Anna
*** This document MUST be notarized ***

Printed Name of Seal of Notary: Beth Susan D'Anna

My Commission Expires: 04, 17, 2018

BETH SUSAN DANNA
Notary Public - Michigan
Oakland County
My Commission Expires Apr 17, 2018
Acting in the County of Oakland

FOR CONTRACTING DEPARTMENT USE ONLY:
Date Rec'd: _____ Received by: _____ Title: _____

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-5434



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|-----------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER Goss LLC 600 Renaissance Center Suite 1200 Detroit MI 48243 | | CONTACT NAME: Ashaki Malone PHONE (A/C No. Ext.): (313) 446-9636 E-MAIL ADDRESS: amalone@gossllc.com FAX (A/C. No.): (313) 347-2424 | |
| INSURED Vitoc LLC 2627 Clark Detroit MI 48210 | | INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Specialty Ins. Co INSURER B: Federal Insurance Company INSURER C: Starr Surplus Lines Ins. Co INSURER D: Chubb & Son INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: CL1551300816 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC OTHER: | | CE14CGL0965911C | 11/1/2014 | 11/1/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | 1000010251 | 11/1/2014 | 11/1/2015 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Product/Completed Ops \$ 10,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| D | Excess Umbrella | | 8185-0350 | 12/1/2014 | 12/1/2015 | Aggregate \$5,000,000 Occurrence \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Detroit is named as an additional insured as respects to the General Liability and Auto Liability with respect to liability arising out of the operations performed by the Named Insured. Coverage is primary and non-contributory. Thirty Days notice of cancellation endorsement is included for General Liability.

| | |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER City of Detroit 810 Coleman A. Young Municipal Center Detroit, MI 48226 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE Arthur Judson/ASM  |

Hiring Policy Compliance Affidavit

I, STEVE A. GREEN, being duly sworn, state that I am the DIRECTOR OF
FINANCE of VITEC, LLC
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

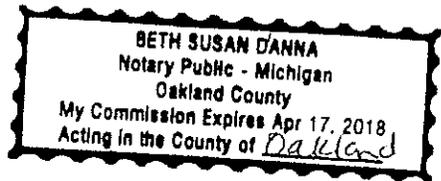
In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Steve A. Green
Title: DIRECTOR OF FINANCE Date: 4/10/15

STATE OF Michigan)
COUNTY OF Oakland) SS

The foregoing Affidavit was acknowledged before me the 10th day of April, 2015,
by Steve A. Green



Notary Public, County of Oakland
State of Michigan
My commission expires: 04/17/2018

APPLICATION FOR EMPLOYMENT

(Please print)

VITEC is committed to an established policy to assure each individual equal employment opportunity and non-discrimination with regard to race, color, religion, sex, national origin, age, marital or veteran status, physical or mental handicap in all matters involving an individual's hire, tenure, terms, conditions or privileges of employment or any other matter related to employment.

PERSONAL

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------|----------|---------------------|
| PRINT NAME | (Last) | (First) | (Middle) | Date |
| PRESENT ADDRESS (No. and Street) | (City) | (State) | (Zip) | Telephone () |
| PREVIOUS ADDRESS (No. and Street) | (City) | (State) | (Zip) | |
| Are you 16 years of age or older? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | |
| Are you legally authorized to work in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | |
| <i>Note: Federal law prohibits the employment of unauthorized aliens. All persons hired must submit satisfactory proof of employment authorization and identity. Failure to submit proof shall result in immediate employment termination.</i> | | | | |

JOB INTEREST

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------|---------------------------------------|
| Position you are applying for | Full time <input type="checkbox"/> | Part time <input type="checkbox"/> | Salary expected \$ _____ per _____ |
| Date available for work: _____ | | | |
| Who referred you to us? <input type="checkbox"/> Advertisement <input type="checkbox"/> Employee <input type="checkbox"/> Campus Recruited <input type="checkbox"/> Walk-in <input type="checkbox"/> Career Fair <input type="checkbox"/> Other | | | |
| If other, please explain: | | | |
| Please list names/relationships or relatives currently employed by VITEC or at a VITEC affiliate. | | | |
| Were you ever employed by VITEC or at a VITEC affiliate? _____ / _____ly <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which one and when? | | | |
| Have you ever applied for work at either VITEC or at a VITEC affiliate during the last year? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which one and when? | | | |

EDUCATION & TRAINING

| CIRCLE HIGHEST GRADE COMPLETED EACH SCHOOL CATEGORY | HIGH SCHOOL | | | | COLLEGE | | | | GRADUATE SCHOOL | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----|----|----|--------------------------|---|---|---|-----------------|---|-----|--------|
| | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| | Name | | | | Location (City/State) | | | | Course Major | | GPA | Degree |
| High School <input type="checkbox"/> Graduate | | | | | | | | | | | | |
| College <input type="checkbox"/> Graduate | | | | | | | | | | | | |
| Graduate School <input type="checkbox"/> Graduate | | | | | | | | | | | | |
| Apprentice, Business or Vocational School | | | | | | | | | | | | |
| Personal skills and office equipment experience: <input type="checkbox"/> Typing _____wpm <input type="checkbox"/> Shorthand _____wpm <input type="checkbox"/> Keypunch _____spm <input type="checkbox"/> Calculator <input type="checkbox"/> Personal Computer <input type="checkbox"/> Word Processing <input type="checkbox"/> Data Processing <input type="checkbox"/> Other _____ | | | | | | | | | | | | |
| Additional training or skills, including special courses, etc. | | | | | | | | | | | | |
| | | | | | | | | | | | | |

MILITARY SERVICE

From: _____ To: _____ Branch of service: _____ Job Specialty: _____
 Highest rank held: _____ Rank at Discharge: _____ Reserve Status: Active Inactive

FOREIGN LANGUAGE

What foreign languages do you speak, read and/or write

| SPEAK | FLUENTLY | GOOD | FAIR |
|-------|----------|------|------|
| READ | | | |
| WRITE | | | |

PROFESSIONAL MEMBERSHIP, RECOGNITION AND AWARDS

| | |
|----------------------------------------------------------------------------------------------|------------------------------|
| Honors: (Include societies and scholarships) Professional and Technical Associations: | Publications: Patents |
|----------------------------------------------------------------------------------------------|------------------------------|

REFERENCES

Please list former supervisors and other references, not relatives, who have knowledge of your training and experience

| | | | | |
|------|----------------|------|-----------|-------|
| Name | Street Address | City | State/Zip | Phone |
| | | | | |
| Name | Street Address | City | State/Zip | Phone |
| | | | | |
| Name | Street Address | City | State/Zip | Phone |
| | | | | |

CAREFULLY READ THE PARAGRAPH BELOW BEFORE SIGNING AND DATING THE APPLICATION

I certify that the answers given herein are true and complete to the best of my knowledge.

I authorize investigation of all statements and references contained in this application for employment as may be necessary in arriving at an employment decision. I hereby release VITEC or its affiliates or any individual or company from any and all liability including liability for libel and slander, for divulging same.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any employment relationship with this organization is of an "at will" nature, which means that the Employee may resign at any time and the Employer may discharge Employee at any time with or without cause. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized officer of this organization.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. Also, I understand that I am required to abide by all rules and regulations of the employer. I further understand that VITEC reserves the right to abolish or modify any personnel policy or benefit without prior notice.

I understand that nothing contained in this application or in the granting of an interview is intended to create an employment contract between VITEC and me for either employment or the providing of any benefit. I certify that no promises of employment have been made to me and I understand that no such promise is binding upon VITEC unless made in writing by an officer of VITEC.

I acknowledge that I have been informed that if I receive an offer of employment, it may be conditional on my passing a Physical Exam to determine my ability to perform the duties of the position for which I am applying. This exam may include a substance abuse screening. (Failure to submit to or positive results obtained from a substance abuse screening will result in ineligibility for employment.)

This application will remain active for six months

Signature of Applicant

Date

WE APPRECIATE YOUR INTEREST IN VITEC AND THE TIME TAKEN TO COMPLETE THIS APPLICATION

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: VITEL, LLC
2. Address of Contractor: 2627 CLARK STREET
DETROIT, MI 48210
3. Name of Predecessor Entities (if any): N/A
4. Prior Affidavit submission? No Yes, on: _____
(Date of prior submission)
If "No", complete Items 5 and 6.
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.
5. Contractor was established in 1998 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.
 Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.
 Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

STEVIE A. GREEN (Printed Name) DIRECTOR OF FINANCE (Title)
Stevie A. Green (Signature) 4/10/15 (Date)

Subscribed and sworn to before me,
this 10th day of April

Beth Susan Danna
Notary Public, Oakland County, Michigan
My Commission expires: 04/17/2018

BETH SUSAN DANNA
Notary Public - Michigan
Oakland County
My Commission Expires Apr 17, 2018
Acting in the County of Oakland

SAM Search Results

List of records matching your search for :

Record Status: Active

DUNS Number: 022716406

- Vitec Duns #

Functional Area: Entity Management, Performance Information

No Search Results