**RFP #** **WRESA-36-2025-2026-03**

# REQUEST FOR PROPOSALS FOR PRE-K TO ADULTHOOD SPECIAL EDUCATION TRAINING & CURRICULUM

## BID SUMMARY

**Commodity/Service Being Requested:** Pre-K to Adulthood Special Education Training & Curriculum

**Type of Solicitation:** Request for Proposals (RFP) – Wayne RESA, in partnership with the Michigan Association of Counties (MAC) CoPro+ Program, is competitively bidding and awarding a Master Agreement to a contractor or contractors for Pre-K to Adulthood Special Education Training & Curriculum.

**Type of Resulting Contract:** Statewide Cooperative Contract – As a result of this RFP, Wayne RESA will work with the Michigan Association of Counties CoPro+ program to market and extend the resulting contract to other public municipalities, non-profit organizations and schools statewide in having access to contract(s) for Pre-K to Adulthood Special Education Training & Curriculum. This contract will enable public municipalities, non-profit organizations, and schools to “piggyback” and purchase commodity/service on an “as needed” basis from the Proposer(s). Proposers shall list which regions you will service and identify any limitations on commodities and/or services areas within Appendix A – Regional Map, within this RFP.

**Resulting Contract Term**: Three (3) years with two (2) one-year renewal options. The base term for this Contract is for three (3) years. At the end of the initial term, this Agreement will be evaluated. If the parties agree that it is a mutually beneficial relationship, the Agreement may be extended through a signed Amendment by both parties for up to two (2) additional one (1) year, which may be exercised individually or together.

| **RFP TIMETABLE** | **DATE / TIME** |
| --- | --- |
| RFP Issue Date | March 20, 2025 |
| Pre-Proposal Meeting\*\*:  | April 1, 2025, at 10:00 a.m. Eastern Time |
| Submission of Question(s) from Proposer Due | April 3, 2025, by 12:00 p.m. Eastern Time |
| Answers to Proposer Questions Due | April 10, 2025 |
| **Proposals Due\*** | **April 16, 2025, by 12:00 p.m. Eastern Time** |
| Contract Start |  July 1, 2025 |

**\*Responses received later than the specified deadline will be disqualified.**

\*\* Pre-Proposal Meeting is strongly encouraged, though it is not mandatory to attend. The Pre-Proposal Meeting will be held virtually via Microsoft Teams on April 1, 2025, at 10:00 a.m. Eastern Time. Please see the meeting link, ID, and passcode below.

**Pre-Proposal Meeting**:

Topic: Pre-K to Adulthood Special Education Training & Curriculum

Day/Time: April 1, 2025, 10:00 AM Eastern Time (US and Canada)

**Join Teams Meeting:**

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\_ZjViODZkZDktODhmNS00OGY0LWIxOWYtMTk3MzUyNWY0YmNi%40thread.v2/0?context=%7b%22Tid%22%3a%22e1f19f2f-617d-4202-a476-27bc477a74f5%22%2c%22Oid%22%3a%225f987be7-abd4-4e5a-9c24-d98ed4bbc3b5%22%7d](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZjViODZkZDktODhmNS00OGY0LWIxOWYtMTk3MzUyNWY0YmNi%40thread.v2/0?context=%7b%22Tid%22%3a%22e1f19f2f-617d-4202-a476-27bc477a74f5%22%2c%22Oid%22%3a%225f987be7-abd4-4e5a-9c24-d98ed4bbc3b5%22%7d)

Meeting ID: 291 069 127 097

Passcode: Le9Tk99H

Selected Proposers may be required to participate in interviews and/or make oral presentations. Failure of a Proposer to participate on the date scheduled may result in the rejection of the Proposer’s proposal. In addition, Wayne RESA may decide to make site visits to the selected Proposers’ reference sites or other sites provided by the Proposer.

Wayne RESA reserves the right to change this schedule as needed and all information provided by Wayne RESA in this RFP is offered in good faith. Individual items are subject to change at any time. Wayne RESA makes no certification that any item is without error.

The Sole Point of Contact During this Solicitation Process is:

Stacey Shaw

purchasing@resa.net

(989) 307-1307

**Contacts with Wayne RESA Personnel:** All contact with Wayne RESA regarding this RFP or any matter relating thereto must be sent to the following email: purchasing@resa.net

Electronic forms of all bid documents are available online at: [Wayne RESA Bid Documents](https://www.resa.net/administrative-support/purchasing/request-for-proposal)

If you experience any issues downloading the documents, contact Stacey Shaw at purchasing@resa.net

Award of this proposal is contingent upon the approval of funding from Wayne RESA Board of Education.

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**Solicitation Terms and Conditions can be found at** <https://www.resa.net/administrative-support/purchasing/request-for-proposal> as (DOC) [CoPro+ Contract Terms and Conditions](https://resanet.finalsite.com/fs/resource-manager/view/37d4c62f-a8ec-4d15-9232-98486e323064)

## SECTION 1.0 – PROPOSER RESPONSES TO SCOPE OF WORK AND PRICING

### 1.1 Minimum Mandatory Requirements

All proposals will be reviewed for compliance with the minimum mandatory requirements. Proposals deemed non-responsive will be eliminated from further consideration.

Interested and qualified proposers that can demonstrate their ability to successfully provide the services requested under this RFP are invited to submit proposal(s), provided they meet the following:

1. Proposer must have three (3) years’ experience, within the last three (3) years, providing Pre-K to Adulthood Special Education Training & Curriculum equivalent or similar to the commodities and/or services being requested in this proposal. Enter in Section **2.2 References**.
2. Proposer must provide a copy of business license indicating business can be conducted in Wayne County, Michigan. Please include a copy with your proposal.

**Proposer will enter responses in the “Proposer Response” text boxes where provided. There is no minimum requirement or limitation on the number of words used for responses.**

 **-EXAMPLE-Proposer Response:**

|  |
| --- |
|  |

### 1.2 Introduction and Background

Wayne RESA, established by the Michigan Legislature in 1960, is the largest of fifty-six (56) such agencies throughout the state. The Wayne RESA board is elected by one vote from each of the thirty-three (33) local Wayne County school district boards. WRESA provides a wide variety of services to thirty-three (33) public school districts and approximately ninety-seven (97) public school academies in Wayne County, Michigan; serving more than 260,000 students. WRESA, through various consortium arrangements, provides a variety of services to other educational agencies throughout the state of Michigan.

### 1.3 Scope of Work

Wayne RESA is seeking proposals from qualified vendors to support instruction on a comprehensive adapted core curriculum for students with disabilities to be rolled out beginning in the 2025-26 school year. To effectively bridge the achievement gap between students with extensive support needs and their non-disabled peers, a thoroughly researched, evidence-based adapted core curriculum is essential. This curriculum must align with Michigan's Common Core and Alternate Content Expectations/Essential Elements standards and encompass comprehensive instruction in English Language Arts (ELA), mathematics, science, and social studies, along with targeted interventions. It should provide up-to-date, relevant, and appropriate materials designed to support high-quality teaching and learning for students from Pre-K through high school and into adulthood, particularly those with intellectual functioning below 70 and/or significant developmental delays.

The awarded Proposer must provide comprehensive training including virtual and onsite instructional coaching, teacher training, curriculum and intervention resources to special educators who teach students on an adapted core curriculum in grades Pre-K through transition to adulthood. This content should include online/technology-based materials, print and physical classroom materials (including reading libraries, bound teacher-guides, and consumable workbooks), comprehensive and ongoing training, and access to data reports to assist with monitoring implementation and impacts. Qualified vendors are requested to submit a proposal to address all grade levels (Pre-K through Transition to Adulthood).

**Proposer Response:**

**Please confirm your understanding by checking Yes or No.**

|  |
| --- |
| **☐** Yes ☐ No |

**PLEASE NOTE**: The following portion of the proposal through the **[END of SECTION]** must be prepared the following way:

1. Each section and subsection must begin on a separate page.
2. Pages within each section must be numbered consecutively.
3. If the proposal contains confidential or proprietary information, each page with such information must be clearly marked “Proprietary”.
4. It is not acceptable to mark the entire proposal as confidential or proprietary.
5. **Methodology**

Offerors must provide a detailed methodology describing the approach, procedures, and strategies to fulfill the RFP requirements. The proposal should include:

1. A comprehensive onboarding plan for seamless integration.
2. Implementation and rollout planning, including key milestones.
3. Problem-solving strategies and risk mitigation approaches.
4. Key personnel assigned to the project, including resumes and an organizational chart showing roles and responsibilities.
5. Any additional information that clarifies how the Offeror will deliver and support the program.
6. Alignment with Michigan's Common Core and Alternate Content Expectations/Essential Elements.

Proposals will be evaluated on the feasibility, clarity, and completeness of the proposed methodology.

1. **Executive Summary**

The proposal must include a concise executive summary (maximum two pages) providing:

1. A high-level overview of the Proposer’s understanding of the project.
2. Key highlights of the proposed solution.
3. A summary of the Proposer’s capabilities and approach.
4. **Program Capabilities**

The program must meet the following requirements across key areas:

1. **Student Experience**

Engagement:

1. Content must be age-appropriate and adaptable to different proficiency levels.
2. Materials must be culturally diverse, covering multiple ethnic backgrounds and historical periods.
3. Content and lessons must provide real-life images and examples.
4. Instruction must incorporate varied, evidence-based teaching strategies tailored to different learning modalities.
5. Both students and teachers should have access to real-time progress tracking and targeted learning activities.
6. K-5 curriculum content must be available in Spanish for dually identified students.

Individualization:

1. The program should allow customized learning paths based on individual student progress and deficits.
2. Lessons should align with Individualized Education Plan (IEP) goals and include data tracking, reporting, and progress visualization.
3. Content must accommodate students with intellectual disabilities, developmental delays, autism, orthopedic impairments, and visual impairments, featuring structured lessons, predictable formats, and accessibility tools.
4. **Content & Curriculum**

The curriculum must be comprehensive, aligned with Michigan's Common Core and Alternate Content Expectations/Essential Elements, and differentiated for diverse learners.

Standards Alignment:

1. Content must align with Michigan’s Common Core Standards and Michigan’s Alternate Content Expectations/Essential Elements.

Comprehensive Approach:

1. Program must cover preschool through transition age (up to 26 years old) with a blended, adaptive core curriculum.
2. All four core subjects (ELA, Math, Science, Social Studies) must have equal, standalone content without requiring supplemental material.
3. Early childhood curriculum should be adapted for students with developmental delays and disabilities.
4. Adaptive/Daily Living, Vocational/Transition, and Social/Emotional skills must be embedded.
5. ELA curriculum must support the Science of Reading framework (phonemic awareness, phonics, vocabulary, fluency, comprehension).
6. Content must be available in both digital and physical formats, incorporating high-quality fiction and non-fiction literature and incorporating texts with varying reading levels.
7. Math instruction must be aligned with Michigan state standards and include real-life applications.
8. Science and Social Studies must include both digital and hands-on experiential learning.
9. Supplemental materials (e.g., lab printouts, manipulatives, study guides) must be easily accessible.
10. Benchmark assessments should be embedded with continuous progress monitoring.
11. Program must integrate Social-Emotional Learning fundamentals.

Instructional Methodology

1. Predictable instructional routines tied to Michigan's Common Core and Alternate Content Expectations/Essential Elements.
2. Based on Universal Design for Learning (UDL) principles.
3. Uses evidence-based instructional strategies for students with intellectual disabilities and developmental delays.
4. Incorporates explicit, systematic word recognition and reading comprehension instruction.
5. Supports students using Augmentative and Alternative Communication (AAC) devices.
6. Provides a built-in prompt hierarchy to guide instruction.
7. Includes a framework for instructional technology, data collection, positive behavior support, and classroom management.
8. Incorporates a wide range of culturally diverse content and cultural perspectives that ensures all voices are heard, represented, and respected.
9. **Program Design & Implementation**

District Monitoring & Fidelity of Implementation:

1. Includes tools for district-level tracking (e.g., walkthrough checklists, student data monitoring systems).
2. Enables home access for students and parents (e.g., homework, extension activities).
3. Digital materials must support rostering and single sign-on (SSO) integration with Clever and ClassLink.

Data Accessibility:

1. Allows real-time data tracking at the district, campus, and individual student levels.
2. Provides customizable reporting options by district, school, grade level, teacher, student, and skill area.
3. Offers role-based dashboard access for teachers, schools, and administrators.
4. Creation of Data Reports that are appropriate to be shared with parents or guardians at meetings related to progress/data discussion (e.g., Conferences, Progress Reports, Report Cards, and IEP meetings).
5. **Teacher Experience & Usability**

User-Friendly Design:

1. Materials should be easily navigable with built-in guides for lesson planning.
2. Includes scripted lesson plans for every K-12 unit.
3. Provides curriculum mapping and pacing guides.
4. Lessons must include explicit guidance for differentiated instruction and student grouping.
5. Built-in accessibility features should support students requiring AAC/Assistive Technology and be compatible with single-switch devices across all operating systems.
6. **Assessments**

Comprehensive Assessments:

1. Includes diagnostic, formative, and summative assessments to track student progress and inform instruction.
2. Offers skill-based assessments in Reading and Math, including decoding, sight words, comprehension, and math facts.
3. Accommodates students with severe/profound disabilities who cannot access digital assessments.
4. Monitors weekly student progress with adaptive recommendations.
5. Aligns IEP objectives with progress monitoring tools.
6. Provides grading guidance for assignments and assessments.
7. Supports individualized pacing based on mastery.
8. **Support & Professional Learning**

The Offeror must provide ongoing professional development and support to ensure successful implementation.

Ongoing Support:

1. 24-hour customer support via phone and email.
2. Dedicated onboarding and support personnel for the contract term.
3. Bi-weekly meetings with a customer success manager.
4. Weekly virtual office hours for instructional staff.

Professional Learning:

1. Modular, interactive training throughout the school year.
2. Guidance on using the program for both core and specialized instruction.
3. Training in identifying student deficits and setting instructional focus areas.
4. On-site and virtual training for teachers, paraprofessionals, and administrators.
5. Job-embedded instructional coaching throughout the contract.
6. Online tools such as asynchronous training modules, user guides, and video tutorials.
7. Sustainability options, including a train-the-trainer model.
8. Advanced training for paraprofessionals, administrators, and special education topics (e.g., behavior management, assistive technology).

**[END of SECTION]**

1. **Criminal Background Check**

WRESA is committed to providing a safe and secure environment for all staff, students, and clients that conduct business or visit any WRESA operated campus. Prior to any individual servicing WRESA operated campuses, a criminal history records check shall be conducted in accordance with state law. Individuals seeking access to WRESA operated campuses will be held to a similar standard of review as WRESA employees and contractors, including the requirement that any criminal conviction will require the individual to provide requested documentation so that WRESA can conduct a targeted review and individualized assessment. Background checks must be fully completed prior to starting work on any WRESA campus, and only individuals authorized in writing by Wayne RESA utilizing a DETERMINATION FOR ASSIGNMENT form will be accepted as qualified for placement.

Proposer will be responsible for working with WRESA to run proper background checks. WRESA will process background checks for a fee of seventy-five dollars ($75.00) for each CHRI record initiated by the Proposer. The Proposer is responsible for all processing costs and fees associated with background checks, including WRESA processing fees. Wayne RESA shall issue an invoice to the Proposer detailing the fees owed to Wayne RESA during each month of the Term. The Proposer must remit payment within thirty (30) days of receipt of such invoice. Any invoices unpaid after that thirty (30) day period shall be deducted from amounts due from WRESA to the Proposer.

**Proposer Response:**

|  |
| --- |
| If you agree with Section 1.3.D, please state, “I agree.” If not, please state your exception(s): |

1. **Subcontracting**

Please indicate the names, addresses and degree of utilization of any and all subcontractors which would be used in the performance of this Contract. Any person or vendor undertaking a part of the work under the terms of the contract, by virtue of an agreement with the Proposer, must receive the approval of the designated WRESA staff prior to any such undertaking. WRESA may terminate the contract if subcontracting is done without this approval.

**Proposer Response:**

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1. **Previous Default**

Please indicate if you or any predecessor organization have ever defaulted on a Contract or been denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your company or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

**Proposer Response:**

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1. **Financial Status**
2. Please describe the financial status of the company.
3. Include the audited financial statements (income statements and balance sheets) for the past two (2) accounting years.

**Proposer Response:**

|  |
| --- |
| 1. Please describe the financial status of the company.
2. Please include the audited financial statements as an attachment with your proposal titled, “Exhibit 1 – Financial Status”
 |

### 1.4 Statewide Cooperative Contract

### Wayne RESA is working with the Michigan Association of Counties CoPro+ program on this bid solicitation.  If your bid meets the minimum qualifications, is responsive and responsible and offers competitive pricing you may be considered and approached to extend a term agreement and pricing to other public entities within the county, the region, and the state, in accordance with Michigan Compiled Laws 124.504.  This process is called “piggybacking”; it offers tremendous value to public ordering entities regarding the cost and time to manage an end-to-end purchasing event.  This process also offers exceptional value to selected vendors in terms of their company’s resources and time to respond to multiple solicitations from various public entities who have a similar need for their products or services.

### All pricing submitted to Wayne RESA and its participating entities shall include a 2% administrative fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor’s responsibility to keep all pricing up to date and on file with Wayne RESA/CoPro+. All price changes shall be presented to Wayne RESA/CoPro+ for acceptance, using the same format as was accepted in the original contract.

**Proposer Response:**

**Please confirm your understanding by checking Yes or No.**

|  |
| --- |
| **☐** Yes ☐ No |

###

### 1.5 RESERVED

### 1.6 Service Capabilities

**1.6.1 Communication Plan/Contract Management**

Proposer must identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

**Proposer Response:**

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| --- |
| Contract Performance: Describe how your company maintains communication to ensure the project stays on schedule, within scope, and aligned with expectations.Issue Management: Outline your process for identifying, addressing and resolving issues that impact the schedule, budget or quality.Change Management: Explain your approach to handling significant organizational changes to ensure continuity during the contract. |

**1.6.2 Primary Account Representatives**

Proposer must identify by name, email address, and phone number for the following:

1. Contract performance – Single point of contact to troubleshoot any and all potential problems or issues.
2. Contract documents – Responsible for signing and negotiating Contract.
3. Reports – Responsible for reports.

**Proposer Response:**

|  |
| --- |
| 1. Contact person’s name, email address, and phone number for Contract performance:
2. Contact person’s name, email address, and phone number for Contract documents:
3. Contact person’s name, email address, and phone number for reports:
 |

**1.6.3 Key Personnel**

Proposer must identify Key Personnel assigned to the project, including resumes and an organizational chart showing roles and responsibilities.

**Proposer Response:**

|  |
| --- |
| Please list the name(s) of Key Personnel and their job titles. Be sure to include their resumes as a separate, combined attachment titled, “Resumes”Please either submit your company’s organizational chart as a separate attachment titled, “Exhibit 2 – Org Chart” or paste a copy in this Proposer Response Box. |

### 1.7 Customer Service

It is preferred that the Proposer have an accessible customer service department with an individual specifically assigned to Wayne RESA. Customer inquiries should be responded to with forty-eight (48) hours or two (2) business days unless it is an emergency issue. Describe your company’s Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.).

**Proposer Response:**

|  |
| --- |
| Customer Service Contact:Customer Service Phone#:Hours of Operations:Address:Regular Response Times:Emergency Response Times: |

### 1.8 Purchase Orders

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating agency will evaluate the responses and determine the Proposer that will be awarded a purchase order (PO). Resulting orders are to be shipped and billed directly to these institutions.

**Proposer Response:**

**Please confirm your understanding by checking Yes or No.**

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| --- |
| **☐** Yes ☐ No |

### 1.9 Delivery and Acceptance

The awarded Proposer (Contractor) shall deliver all materials, products, and services per the agreed schedule. Physical materials must be securely packaged and shipped FOB destination, while digital resources must be provided via secure electronic transfer. The Contractor bears all shipping, handling, and packaging costs. Risk of loss remains with the Contractor until final acceptance by WRESA.

Acceptance is contingent upon:

* Conformance to requirements (materials, software, and services meet standards).
* Successful training and implementation as per the Contract.
* Functionality of digital components and system integrations.

If deficiencies are found, the Contractor must correct them within five (5) business days at no additional cost. Non-compliance may result in rejection, withheld payment, or Contract termination if unresolved.

**Proposer Response:**

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**1.9.1 Invoice and Payments**

All pricing must reflect net 30 payment terms.

**Proposer Response:**

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| --- |
| All pricing must reflect net 30 payment terms. Agree? Yes or No |

### 1.10 RESERVED

### 1.11 Pricing Schedule

Respondents will provide pricing information on the price sheet (**Attachment A**) that will be utilized when evaluating price competitiveness.

**1.11.1 RESERVED**

**1.11.2 Bid Pricing**

Proposers have the option to provide high-volume pricing. Proposers who offer high-volume pricing may be evaluated more favorably than those who do not. Proposers should specify this discount option within their cost proposal and at what level.

**1.11.3 Quantity Term**

Proposer agrees to supply the complete quantity and products that each customer requires.

**1.11.4 Tax Excluded from Price**

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

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

**Proposer Response:**

**Include any comments regarding pricing, discounts being offered, and information on other cooperative contracts held by respondent.**

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### 1.12 Price Assurance

The awarded Proposer agrees to provide pricing to Wayne RESA and its participating entities that are the lowest pricing available, and the pricing shall remain so throughout the duration of the contract. The awarded Proposer agrees to promptly lower the cost of any product purchased through Wayne RESA following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

**All pricing submitted to Wayne RESA shall include a 2% administrative/remittance fee** to be remitted to CoPro+ by the awarded Proposer**.** It is the awarded Proposer’s responsibility to keep all product listings up to date and on file with Wayne RESA/CoPro+.

**Proposer Response:**

**Please confirm your understanding by checking Yes or No.**

|  |
| --- |
| **☐** Yes ☐ No |

**If “NO” was answered on any item in this RFP, please explain:**

|  |
| --- |
|  |

##

## SECTION 2.0 – PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFP Addenda and Exhibits have been read.

The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of this RFP.

1. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each proposer who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Wayne RESA, will be the basis for the Proposer to enter into a contract with Wayne RESA in accordance with the intent of the bid documents.
2. The undersigned acknowledges receipt and acceptance of all addenda.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
* Contractor’s Employment Eligibility
* Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
* Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
* Assurance Regarding Access to Records and Financial Statements
* Iran Economic Sanctions Act
* Certificate of Independent Price Determination
* Certifications/Disclosure Requirements Related to Lobbying
* U.S. Department of Energy Assurance of Compliance Non-Discrimination in Federally Assisted Programs
1. The undersigned acknowledges that proposer will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated bid documents.
2. It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and, if applicable, the site conditions. By the submission of a bid, the proposer certifies that if awarded a contract they will make no claim against Wayne RESA based upon ignorance of conditions or misunderstanding of the specifications.
3. Patent indemnity: Vendors who do business with the Wayne RESA shall hold Wayne RESA, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
4. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Wayne RESA, prior to award, and shall include an insurance certificate and additional insured certificate, naming Wayne RESA, which meets the minimum insurance requirements, as stated in the terms and conditions.

### 2.1 Company Profile

| **Company Profile** |
| --- |
| Official Name of Proposer: |
| Street Address: |
| City: |
| State:Zip Code: |
| Website: |
| Primary Contact Name: |
| Primary Contact Phone Number:  |
| Primary Contact Email Address: |
| Dun & Bradstreet (D&B) Number (if applicable): |
| Has your company been debarred by the Federal and/or State Government? ☐ Yes ☐ No*If yes, has it been lifted and if so, when?* |
| Have you ever been in bankruptcy or in reorganization proceedings? |
| Brief history of your company, including the year it was established: |
| Signature: |
| Name and Title of Signer: |
| Date: |

### 2.2 References

Provide a minimum of three (3) customer references for commodities and/or services of similar scope dating within the past three (3) years. Please identify any experience relevant to the services you propose to provide through this RFP within the Scope of Work:

|  |  |
| --- | --- |
| Entity Name: |  |
| Contact Name: | Title: |
| City: | State: |
| Phone Number: | Years Serviced: |
| Description of Services: |  |
| Annual Volume: |  |

|  |  |
| --- | --- |
| Entity Name: |  |
| Contact Name: | Title: |
| City: | State: |
| Phone Number: | Years Serviced: |
| Description of Services: |  |
| Annual Volume: |  |

|  |  |
| --- | --- |
| Entity Name: |  |
| Contact Name: | Title: |
| City: | State: |
| Phone Number: | Years Serviced: |
| Description of Services: |  |
| Annual Volume: |  |

###

### 2.3 Assurances and Certifications

**CONTRACTOR’S EMPLOYMENT ELIGIBILITY**

By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws. Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Proposer complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Wayne RESA Participating entities in which work is being performed.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Respondent Signature of Respondent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name Date of Signature

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

**Certification Regarding Nondiscrimination Under Federally and State Assisted Programs**

The applicant herby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

**Assurance Regarding Access to Records and Financial Statements**

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F and Compliance Supplement for the U.S. Department of Education.

**Iran Economic Sanctions Act**

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the “Iran Economic Sanction Act” Public Act 517 for clarifications or questions. Wayne RESA as a Michigan public entity is required to follow Public Act 517 of 2012.

| Proposer Signature: |
| --- |
| Date: |

| **Notary** |
| --- |
| State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Sworn to and subscribed before me, a notary public in and for the above state and county, on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_. |
| Notary Public \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_My commission expires: |

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

1. By submission of this offer, the offeror certifies each party thereto certifies as to its own organization, that in connection with this procurement:
2. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
4. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
5. Each person signing this offer on behalf of the manufacturer or processor certifies that:
6. He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
7. He or she is not the person in other offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this manufacturer or processor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company’s Authorized Representative / Position Title Signature of Company Representation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name Date of Signature

**CERTIFICATIONS/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING**

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, and imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action in excess of $100,000 (or $150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or non-appropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance. If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement or loan; You are required to execute the attached certification at the time of submission of an application or before any action in excess of $100,000 is awarded; and You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).

**CERTIFICATION REGARDING LOBBYING CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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Company’s Authorized Representative / Position Title Signature of Company Representation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name Date of Signature

## SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains a description of activities as well as instructions to proposers on how to prepare and submit their proposal:

### 3.1 Wayne RESA Responsibility

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

### 3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Wayne RESA Administrator/Purchasing agent designee’s sole judgment and his/her judgment shall be final.

### 3.3 Proposers Questions

**Proposers may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by no later than** **the date identified on the cover page of this RFP.**  All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

**E-mail address:** purchasing@resa.net

Wayne RESA may modify the RFP at any time during the bid process. All changes to the RFP will be posted under the bid number and each posting officially revises the RFP.

##

### 3.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 120 days from the due date for responses to this RFP.

The Proposer will be responsible for completing and submitting the following sections of this RFP:

**Section 1.0 – Bid Responses to Scope of Work and Pricing** - The Proposer’s proposal must include detailed responses to each of the outlined requirements in the text boxes provided. There is no requirement or limitation on the amount of words for proposer’s responses.

**Section 2.0 – Proposer Information and Acceptance** – The Proposer will be required to complete the information in this section and provide required signatures and notarization.

**Attachment A – Pricing Schedule** – The Proposer will be required to complete the tables that make up the pricing schedule.

### 3.5 Bid Submission Deadline

**See Cover Page for the Bid Submission Deadline (the "Due Date").**

1. Submit an electronic version of your Bid to BidNet not later than the **Due Date** identified on the cover page**.** Wayne RESA has no obligation to consider any proposal that is not timely received. Proposals will not be accepted via U.S. mail or any other delivery method.

**Steps to Access Full RFP on MITN:**

1. Go to [www.bidnetdirect.com/mitn/resa](http://www.bidnetdirect.com/mitn/resa).
2. Register or log in if you are already a member.
3. Navigate to the RFP section and search for the solicitation number or title.
4. Download all relevant documents and follow the instructions specified in the RFP to submit your response.

**WRESA Contact Information**

For any queries related to this bid, please contact:

* **Contact Person:** Stacey Shaw
* **Email:** purchasing@resa.net

### 3.6 Adherence to Minimum Mandatory Requirements (Pass/Fail)

Wayne RESA Administrator or designee shall review Section 2.2 References and determine if the Proposer meets the minimum mandatory requirements as outlined in this RFP.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Wayne RESA may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

### 3.7 Evaluations Process

All Bids will be reviewed for compliance with the minimum mandatory requirements stated within this RFP. Bids not meeting the minimum mandatory requirements will be deemed non-responsive and eliminated from further consideration. Wayne RESA may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

A. Wayne RESA may contact the Proposer for clarification of the Proposer's Bid.

B. Wayne RESA may use other sources of information to perform the evaluation.

C. Wayne RESA. may require the Proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFP. The Proposer(s) whose bid is advantageous to the Eligible Agencies, taking into consideration the evaluation factors, will be recommended for award approval.

After a prospective Proposer has been selected, Wayne RESA and the prospective Proposer(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Wayne RESA may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal.

### 3.8 Evaluation Criteria

|  | **Technical Evaluation Criteria** | **Points** |
| --- | --- | --- |
| 1. | **Sections 1.3, A through C**  | 25 |
| 2. | **Sections 1.3, D through G, Sections 1.4 through 1.12**  | 25 |
| 3. | **Section 2.2 -** References | 15 |
| 4. | **Pricing –** Attachment A - Pricing | 25 |
| 5. | **Adherence to Terms & Conditions -** <https://www.resa.net/administrative-support/purchasing/request-for-proposal> as (DOC) [CoPro+ Contract Terms and Conditions](https://resanet.finalsite.com/fs/resource-manager/view/37d4c62f-a8ec-4d15-9232-98486e323064) | 10 |
|  | **Total Points Possible** | **100** |

Award shall be made to the most responsible Proposer whose proposal is determined to be best value to Wayne RESA taking into consideration the terms and conditions set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between Wayne RESA and the Proposer.

In determining the best value, Wayne RESA will review and consider the technical evaluation criteria and pricing. Proposals receiving **80** or more technical evaluation points (see table above) will have pricing evaluated and considered for award.

### 3.9 Optional Tools to Enhance Evaluation Process

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

* Clarifications
* Deficiency Report
* Oral Presentation
* Site Visit
* Best and Final Offer (BAFO)
* Negotiations

### 3.10 Wayne RESA Option to Reject Proposals

Wayne RESA may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFP. Wayne RESA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. Wayne RESA reserves the right to waive inconsequential disparities in a submitted proposal.

### 3.11 Freedom of Information Act

This contract and all information submitted to Wayne RESA by the Contractor and Proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Wayne RESA shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFP, the Proposer shall be deemed to have agreed to indemnify and hold harmless Wayne RESA for any liability arising from or in connection with Wayne RESA's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

### 3.12 Contacts with Wayne RESA Personnel

All contact with Wayne RESA regarding this RFP or any other matter relating thereto must be emailed as follows:

Email address: purchasing@resa.net

If it is discovered that a Proposer contacted and received information regarding this solicitation from any Wayne RESA personnel other than the Procurement Contact, Wayne RESA, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Wayne RESA in writing will be binding with respect to this RFP.

### 3.13 Final Agreement Award Determination

Wayne RESA reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Wayne RESA.

### 3.14 Cancellation of Invitations for Bids or Requests for Proposals

An IFB, a RFP, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the County in accordance with regulations.

### APPENDIX A – Regional Map

****

1. Upper Peninsula

2. Northwest

3. Northeast

4. West

5. East Central

6. East

7. South Central

8. Southwest

9. Southeast

10. Detroit Metro

**Proposer Response:**

**Please list which Regions you will service.**

|  |
| --- |
|  |