

**RFP #WRESA-04062023-254-01**

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REQUEST FOR PROPOSALS

FOR

Wayne RESA Elevator Maintenance

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**BID SUMMARY**

**Commodity/Service Being Requested:** Wayne RESA Elevator Maintenance

**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 Wayne RESA elevator maintenance.

**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 Elevator Maintenance Services. This contract will enable public municipalities, non-profit organizations, and schools to “piggyback” and purchase services on an “as needed” basis from the supplier(s). Proposers shall identify any limitations on service areas within their proposal.

**Resulting Contract Term:** Three (3) years with Two (2) one-year renewal options.

**RFP Schedule**

<b>Release of RFP:</b>	<b>April 6, 2023</b>
<b>Mandatory Site Visit/ Pre-Proposal Meeting:</b>	<b>April 14, 2023 @ 10:00AM ET</b>
<b>Vendor Question Due Date:</b> Answers will be posted within 3 business days of this deadline	<b>April 21, 2023</b>
<b>Proposals Due by (12:00 P.M. EST) *:</b>	<b>May 1, 2023 at 12:00PM ET</b>
<b>Master Agreement Award Date:</b>	<b>June, 2023</b>

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

The Mandatory Site Visit / Pre-Bid Meeting will be held at 33500 Van Born Road, Wayne, MI 48184

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:

Steve Motz  
[purchasing@resa.net](mailto:purchasing@resa.net)  
 (517) 648-0442

**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](mailto:purchasing@resa.net)

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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](#)”**

## 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 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 goods and services requested under this RFP are invited to submit proposal(s), provided they meet the following requirements:

1. Proposer must have performed elevator maintenance for a minimum of **ten years**.

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

**Proposer Response:**

### 1.2 Services Period

Proposals shall include the opportunity for separate databases and data transition. Separate costs must be provided in Attachment A – Pricing Schedule of the proposal. This service is for the time period from **July 1, 2023, through May June 30, 2026**. 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 in writing for up to two (2) additional years in one (1) year increments.

WRESA will NOT accept automatic renewals and/or Evergreen clauses proposed by Suppliers. Nor will automatic renewals and/or Evergreen clauses be implied for Supplier organization awarded this Agreement. Proposals that require either may be rejected. WRESA will not consider additional term sheets proposed by suppliers.

Price should be held valid for three years. For other entities that piggyback and leverage this contract, pricing for those entities shall be based on the awarded contract pricing but may be adjusted based on the time of the quotation request, condition of the elevators being quoted, other elevator specific service criteria, and geographic location of the requested services.

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

Electronic forms of all bid documents are available online at: Wayne RESA Bid Documents

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

### 1.3 Requirements

**Proposal shall maintain entire equipment as described and based on the terms and conditions set forth within this RFP.**

**Proposer shall complete the Requirement/Specification Table, indicating if their agreement by checking the corresponding table cell for each row. For responses, indicating, "Agreed", Proposer shall provide comments demonstrating how they will meet/support the requirement. For responses indicating, "Not Agreed", comments are optional.**

		Agreed	Not Agreed	Comments
1.	Supplier to provide maintenance on the following described elevators: <ul style="list-style-type: none"> <li>• Three (3) Hydraulic Passenger Elevators, with the following State of Michigan Serial Numbers:               <ul style="list-style-type: none"> <li>○ 16234</li> <li>○ 16235</li> <li>○ 16236</li> </ul> </li> </ul>			
2.	Supplier is responsible for getting Emergency phone lines up and running.			
3.	All Load Testing must be done on a Saturdays.			
4.	Maintenance or normal testing shall be scheduled on Saturdays when possible.			
5.	Supplier shall ONLY engage workers directly employed and supervised by Supplier's organization. Supplier's employees must be qualified to keep elevators properly adjusted and use reasonable care to maintain the elevators in proper operating condition.			

	Agreed	Not Agreed	Comments
<p>6. Supplier will regularly and systematically examine, adjust, lubricate (as required); and (as required and/or requested by WRESA representatives), repair or replace:</p> <ul style="list-style-type: none"> <li>a) Motors,</li> <li>b) Brushes,</li> <li>c) Windings,</li> <li>d) Commutators,</li> <li>e) Rotating elements,</li> <li>f) Resistance devices,</li> <li>g) Magnet frames,</li> <li>h) Controller parts,</li> <li>i) Contracts,</li> <li>j) Coils,</li> <li>k) Relays,</li> <li>l) Starter panels,</li> <li>m) Dispatching equipment,</li> <li>n) Bearings</li> <li>o) Selector parts</li> <li>p) Condensers,</li> <li>q) Transistors,</li> <li>r) Transformers,</li> <li>s) Guide shoes,</li> <li>t) Limit switches,</li> <li>u) Leveling switches,</li> <li>v) Car and hall push buttons,</li> <li>w) Signal equipment</li> <li>x) Lubricating oils</li> <li>y) Greases</li> <li>z) Cleaning materials signal lamps</li> <li>aa) Electrical conductors</li> <li>bb) Other electrical and mechanical equipment</li> <li>cc) Pumps</li> <li>dd) Mufflers</li> </ul>			

		Agreed	Not Agreed	Comments
	ee) Hydraulic control valves ff) Shut-off valves gg) Piston packing hh) Exposed oil lines ii) Exposed oil line fittings jj) Pump drives kk) Valve coils			
7.	(To ensure smooth and quiet operation), Supplier expected to renew guide shoe gibs or guide rollers as required and/or requested by WRESA representatives. Except where roller guides are used, Supplier also to keep the guide rails properly lubricated.			
8.	Supplier expected to renew all wire ropes as often as required and/or requested by WRESA representatives to maintain an adequate factor of safety, and repair or replace electric conductor cables.			
9.	1. As required and/or requested by WRESA representatives, Supplier expected to examine, lubricate and adjust, repair or replace the following accessory equipment:  ll) Door operators mm) Door operating mechanism nn) Interlocks oo) Gate switches pp) Door hangers qq) Door sheaves rr) Door gibs ss) Door tracks tt) Auxiliary door closers uu) Safety edges			

		Agreed	Not Agreed	Comments
10.	Supplier expected to conduct and complete all testing as required by the State of Michigan (examples include, but are not limited to, No load, Category 1, and Category 3). Supplier to complete all State testing at no additional cost to owner.			
11.	It is the responsibility of the Supplier to ensure all elevators under this Agreement meet all State of Michigan testing and licensing requirements on an annual basis.			
12.	Supplier expected to return elevator shaft to clean condition upon concluding of each maintenance service (e.g., remove all debris, rags, boxes, etc.)			
13.	<p>Suppliers are not expected to maintain the following elevator equipment items in this Agreement:</p> <ul style="list-style-type: none"> <li>a) Main line power switches</li> <li>b) Breakers and feeders to control equipment</li> <li>c) Smoke detectors</li> <li>d) Jack unit</li> <li>e) Casings and concealed piping</li> <li>f) Cathodic protection hydraulic oil</li> <li>g) Repair, replacement or refinishing of hoistway or cab enclosure</li> <li>h) Elevator cab car platform and floor covering</li> <li>i) Cab lighting and associated fixtures for car illumination</li> <li>j) Emergency alarm and lighting</li> <li>k) Fans</li> <li>l) Cab and hoistway door panels</li> <li>m) Frames</li> <li>n) Sills</li> <li>o) Hoistway enclosures</li> <li>p) Emergency power standby systems and components</li> <li>q) Communication devices and pull straps</li> </ul>			



		Agreed	Not Agreed	Comments
14.	Supplier shall reprogram elevator phones and provide 24/7 call center for emergency phone.			
15.	Supplier expected to coordinate fire system testing for elevators.			
16.	Unless otherwise stated and/or requested by WRESA representative, all work covered by this Agreement shall be performed during regular business hours of regular working days.			
17.	Supplier may be asked to provide additional work (beyond the scope of work in this Agreement), as requested by WRESA representatives. In these instances, WRESA agrees to pay Supplier a mutually agreed-upon hourly rate (e.g., regular, holiday/premium hours, etc.) for the additional work.			

### 1.3.2 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.

<input type="checkbox"/> Yes <input type="checkbox"/> No
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### 1.3.3 Solution Questions

The Proposer shall provide a summary that should describe the following:

- a) Key differentiators in service offerings, account management, and value-added services proposed by your company.
- b) Your understanding of the scope of requirements and the level to which your proposal has met the requirements.
- c) Your approach to meeting the requirements and a description of any services you are proposing to provide as part of your proposal.

**Proposer Response:**

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**1.3.4 Comprehensive List of Assumptions** Rather than have assumptions be scattered throughout the proposal, Wayne RESA requires that all assumptions be listed and explained in this section. Please ensure that all assumptions listed reference the appropriate section of the RFP and/or associated services.

**Proposer Response:**

**1.4 Production Specifications**

*1.4.1 Reservation of Rights*

All products being bid shall be certified as new and unused. Please bid the product lines of nationally recognized manufacturers. However, Wayne RESA will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Wayne RESA further reserves the right to waive any irregularity or informality in the RFP process or any bid, and the right to award to one or multiple vendors. Wayne RESA reserves the right to add or delete products from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Wayne RESA may use the individual product cost, or the sum of groups of products, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Wayne RESA reserves the right to request additional information from any or all Proposers. Wayne RESA also reserves the right to select one or more vendors to award a contract to under this RFP. In the event a bid is accepted by Wayne RESA and the vendor asserts exceptions, special considerations or conditions after acceptance, Wayne RESA, in its sole and absolute discretion, reserves the right to reject the bid and award other Proposer(s).

*1.4.2 Competition Promoted*

The name of a model, manufacturer or brand in Wayne RESA bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Proposers may offer a variety of brands and models, as it is the intent of Wayne RESA to provide a multitude of options to eligible agencies. Wayne RESA expects all supplies, materials, equipment or products bid to meet or exceed the specifications set forth in this RFP. Further, it is Wayne RESA's intent that this RFP permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, materials, equipment or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. Wayne RESA, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Proposer meet the specifications contained in this RFP and possess equivalent and/or better qualities. It is the Proposer's responsibility to notify Wayne RESA in writing if any specifications or suggested comparable equivalent products/brands require clarification by Wayne RESA prior to the due date for bids.

**Proposer Response:**

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

Yes                       No

**1.5 Product Specifications**

All products furnished must be in conformity with the participating agency requirements and specifications and will be subject to inspection and acceptance by the individual customers at delivery. The right is reserved to reject and return at the risk and expense of the vendor.

**Proposer Response:**

Please confirm your understanding by checking Yes or No.

Yes       No

**1.6 Service Capabilities**

*1.6.1 Communication Plan/Contract Management*

Proposers shall 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:**

*1.6.2 Primary Account Representative*

Proposers must identify by name and location the primary account representatives who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents.

**Proposer Response:**

**1.7 Customer Service**

It is preferred that the Vendor 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:**

**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 vendor 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.

<input type="checkbox"/> Yes <input type="checkbox"/> No
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**1.9 Delivery and Acceptance**

Proposer should address the following items and costs in their proposal and other items/costs that they are aware of that may not have been requested in this bid.

- All pricing must reflect net 30 payment terms.
- Ordering/customer service capabilities and procedures.
- Policies and procedures for an organization accepting product/service.

**Proposer Response:**

**Proposer Response:**

Please confirm your understanding by checking Yes or No.

<input type="checkbox"/> Yes <input type="checkbox"/> No
--

**1.10 Management and Staff**

Proposer should address the following items in their proposal.

- Project Management of the contract.
- Staffing and responsibilities.
- Process and procedures to keep safe and secure facilities when delivering products/services.
- Background checks process, depending on the facility ordering the product/services a more restrictive background check may be required.

**Proposer Response:**

## 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

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

### 1.11.4 Rebates and Special Promotional Capabilities

All vendors are encouraged to make manufacturer promotions, rebates and special pricing opportunities available. Wayne RESA must approve promotional materials referring to the Wayne RESA/CoPro+ Agreement prior to release. Wayne RESA/CoPro+ will post rebate and special pricing information on its web site.

Guidelines for Vendor /Contractor promotions for Wayne RESA/CoPro+ awarded items:

- A. Submit all promotions for approval
- B. Identify the savings amount
- C. Identify the final price
- D. Specify the time period in which a purchase must be made
- E. Identify the link to a rebate form (preferred) or provide the form

### 1.11.5 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.**

**1.12 Price Assurance**

The awarded vendor 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 vendor 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 vendor. It is the awarded vendor'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 items in Section 1.3, 1.4, 1.5, 1.8, 1.9 and 1.12, 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.

2. 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.
3. The undersigned acknowledges receipt and acceptance of all addenda.
4. 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
  - Clean Air and Water Certificate
  - Certifications/Disclosure Requirements Related to Lobbying
  - U.S. Department of Energy Assurance of Compliance Non-Discrimination in Federally Assisted Programs
5. 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.
6. 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.
7. 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.
8. 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

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? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>
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 product and/or services of similar scope dating within the past 5 years. Please identify any experience relevant to the services you propose to provide through this RFP within the Description of Services:

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 vendor 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 (*BLUE ink preferred*)

\_\_\_\_\_  
 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 hereby 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.

Vendor 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**

- (A) By submission of this offer, the offeror certifies each party thereto certifies as to its own organization, that in connection with this procurement:
  - (1) 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;
  - (2) 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
  - (3) 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.
  
- (B) Each person signing this offer on behalf of the manufacturer or processor certifies that:
  - (1) 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
  - (2) 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.

\_\_\_\_\_

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](mailto: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").**

- A. Submit an electronic version of your Bid to Wayne RESA via email to [purchasing@resa.net](mailto:purchasing@resa.net) 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. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Wayne RESA not when the e-mail was sent. Proposals will not be accepted via U.S. mail or any other delivery method.
- B. APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: *"RFP-WRESA-04062023-254-01" with Company Name, and "message 1 of 3" as appropriate if the proposal consists of multiple emails. Note: All e-mails from a Proposer must be received by Wayne RESA by the stated time and date in order for the proposals to be deemed submitted on time.*

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

Wayne RESA Administrator or designee shall review Section 2.0 Proposer Information and determine if the Proposer meets the minimum 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 mandatory requirements stated within this RFP. Bids not meeting the 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 supplier has been selected, Wayne RESA and the prospective supplier(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.	<b>Solution and Services</b> – Including but not limited to the following: adherence to specifications, service requirements, maintenance of elevators and warranties.	50
2	<b>Prior Experience and Past Performance</b> – Including but not limited to the following: past performance to the district, vendor reliability and familiarity with the scope of work and the facilities of the district.	35
3	<b>Staffing</b> – Including but not limited to the following: qualifications and experience of the proposed staffing.	15
	<b>Total Points Possible</b>	<b>100</b>

Award shall be made to the most responsible Supplier 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 Supplier.

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 below) 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](mailto: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.

## **Attachment A – Pricing Schedule**

Proposers shall complete Attachment A – Pricing Schedule, See Excel Attachment.

Wayne RESA will calculate the estimated cost over the initial term when evaluating pricing.