



RFP #WRESA-01302023-157-01

REQUEST FOR PROPOSALS

FOR

CATERING AND FOOD OPERATION SERVICES







BID SUMMARY

Commodity/Service Being Requested: Catering and Food Operation Services

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 catering and food operations services.

Background: The Wayne County Regional Educational Service Agency (WCRESA), established by the Michigan Legislature in 1960, is the largest of fifty-six (56) such agencies throughout the state. It is governed by a publicly elected Board of Education. Wayne RESA provides a wide variety of services to thirty-three (33) public school districts and approximately 104 charter schools in Wayne County, Michigan: serving almost 275,000 students. Wayne RESA, through various consortium arrangements, provides a variety of services to other educational agencies throughout the state of Michigan.

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 Catering and Food Operation Services. This contract will enable public municipalities, non-profit organizations, and schools to "piggyback" and purchase on an "as needed" basis from the supplier(s). Proposers shall identify any limitations on service areas within their proposal.

Resulting Contract Term: One (1) year with three (3) one-year renewal options. In addition, it is acceptable to offer any other options that might provide a best-case price scenario for districts.

RFP Schedule

RFP Activity	Date
Release of RFP:	Monday, January 30, 2023
Zoom Pre Proposal Meeting:	February 9, 2023 @ 10AM ET
Vendor Question Due Date:	February 13, 2023
Questions and Answers Responses Posted:	February 16, 2023
Proposals Due by (12:00 PM ET) *:	Thursday, February 23, 2023 at 12PM ET
Vendor Presentation	TBD
Master Agreement Award Date:	April 2023

^{*}Responses received later than the specified deadline will be disqualified.

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.

Selected Vendors may be required to make oral or other presentations. Failure of a Vendor to conduct a presentation on the date scheduled may result in rejection of the Vendor's proposal. In addition, Wayne RESA may decide to make site visits to the selected Vendors' reference sites or other sites provided by the Vendor.

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







Catering and Food Ope	eration Services – Zoom
Pre-Rid	

Time: Feb 9, 2023 10:00 AM Eastern

Join Zoom Meeting

https://resa-net.zoom.us/j/85742557993

Meeting ID: 857 4255 7993

One tap mobile

+16469313860,,85742557993# US

+13017158592,,85742557993# US (Washington DC)

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

The Sole Point of Contact During this Solicitation Process is:

Steve Motz purchasing@resa.net

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







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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 Scope

Wayne RESA is requesting proposals for Catering and Food Operations Services. Services will be provided at one or all of the following locations:

Location	Address	
Wayne RESA Education Center	33500 Van Born Road Wayne, MI 48184	
Wayne RESA Annex	5454 Venoy Road Wayne, MI 48184	
Wayne RESA Burger Baylor Building	28865 Carlysle Inkster, MI 48141	
Other Locations:	21000 Northline Road, Taylor, MI 48180 4635 Howe Road, Wayne, MI 48184 Within a 15 mile radius of 33500 Van Born Road, Wayne, MI 48184	

Wayne RESA reserves the right to change locations as needed at any time.

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 B – Pricing Schedule of the proposal. This service is for the time period from **April 5, 2023, through April 30, 2024**. Multiple year proposals will be considered.

Price should be held valid for one year to any district purchasing through this bid award.





1.3 Catering and Food Operation Services Specifications

Wayne RESA Usage for Fiscal Year

- Approximate number of meals ordered: 16,000+
- Weekly: varies by event (0-300+ meals per event)

Wayne RESA provides this historical data for information purposes only. It is not a guarantee of the organization's current or future use.

On an as-needed basis, Vendor (s) to provide Catering and Food Operations Services which will include:

Section	Specification		
	1.0 Level of Service:		
1.1	Vendor(s) are to provide catering services for WRESA staff and non WRESA staff events. Vendor(s) will provide a combination of breakfast, lunch, dinner and appropriate beverages for workshops, meetings, conferences, etc. held at various locations (Locations listed in Section 1.1 Scope above)		
1.2	Wayne RESA reserves the right to select one (1) or more Vendor(s) for this program and to award in part, in whole, or not at all		
1.3	Vendor(s) levels of service must be adequate to, or exceed, the requirements of Wayne RESA events and activities as determined by the Wayne RESA Event Services Department		
1.4	Vendor(s) are required to deliver and dispense food, beverages, supplies, and other articles as necessary.		
1.5	A typical Wayne RESA breakfast consists of the following: Bagels, muffins, yogurt, fruit, assorted juices A typical Wayne RESA lunch consists of the following: Individually Packaged Meal Style (currently only offering packaged meal style) Sandwich Soup Chips Fruit Variety Salad Desert option Soft Drink Buffet Style (currently only offering packaged meal style, the opportunity for buffet style may return in the future) Salads Soup Sandwich Dessert Soft Drink, other non-alcoholic beverages (variety of canned regular/diet soda, bottled water, and tea drinks)		







Section	Specification
	A typical Wayne RESA dinner consists of the following: Chicken, rice, vegetables, salad, rolls, dessert, beverages Vegetable and meat lasagna, salad, rolls, dessert, beverages
1.6	Vendor(s) must be able to provide halal, kosher, vegetarian, vegan, and gluten-free meal options upon request (see general definitions below). Please explain your firm's ability to provide and include copies of all applicable certificates, authorizations, etc., and provide within Attachment A.
1.7	Vendor(s) shall provide reasonable serving portions based on industry practice.
1.8	Vendor(s) are required to include a copy of a sample menu with proposal. Wayne RESA CAMPUS welcomes creativity and other meal suggestions. Provide within Attachment A.
1.9	Vendor(s) are required to submit examples of previous events (similar in size and nature) planned and administered by your organization with proposal. Provide within Attachment A.
1.10	Vendor(s) may be asked to provide product samples as part of the RFP evaluation process. If requested, samples must be provided at no charge to Wayne RESA.
1.11	As part of the RFP evaluation process, Vendor(s) may be asked to provide catered meals prior to award. Wayne RESA agrees to pay for these services.
1.12	Vendor(s) may be required to cater a Wayne RESA CAMPUS event as part of the RFP evaluation process
1.13	Vendor(s) pricing must be proposed on a "per person served" basis and be all inclusive.
1.14	Vendor(s) shall provide products of a quality at least consistent with similar products presently being offered locally in other similar facilities.
1.15	Vendor(s) must, at all times, procure and keep in force during the entire period of the Agreement all permits, licenses required by all laws and regulations of the city of Wayne, Wayne County and the state of Michigan and all levels of insurance required by this document.
1.16	Vendor must comply with all applicable safety regulations for the location in which meals are being provided. This includes, but is not limited to: Cities of Wayne, Taylor, Inkster, etc. Wayne County Health Department Occupational Safety and Health Administration (OSHA) Michigan Department of Labor Safety Standards (MIOSHA) Provide within Attachment A
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1.17	Vendor(s) shall comply with all applicable provisions of the Michigan Public Health Code, The Food Law of 2000, all applicable federal, state, and local laws and must comply with all applicable Wayne RESA rules as provided to Vendor by Wayne RESA. Please provide copies of all applicable certifications with proposal and provide within Attachment A.
1.18	Vendor shall provide copies of all applicable certifications required by law, pertinent health and other authorities of the City of Wayne, Wayne County, State of Michigan, and any other department having jurisdiction. Provide within Attachment A.
	2.0 Background Checks:







Section	Specification
2.1	Wayne RESA is committed to providing a safe and secure environment for all staff, students, and clients that conduct business or visit any Wayne RESA operated campus. Prior to any individual servicing Wayne RESA operated campuses, a criminal history records check shall be conducted in accordance with state law. Individuals seeking access to Wayne RESA-operated campuses will be held to a similar standard of review as Wayne RESA employees and contractors, including the requirement that any criminal conviction will require the individual to provide requested documentation so that Wayne RESA can conduct a targeted review and individualized assessment. Background checks must be fully completed prior to starting work on any Wayne RESA campus, and only individuals authorized in writing by Wayne RESA utilizing a DETERMINATION FOR ASSIGNMENT form will be accepted as qualified for placement. Background checks will be processed by Wayne RESA for a fee of seventy-five dollars (\$75.00) for each CHRI record initiated by the vendor. The contractor is responsible for all processing costs and fees associated with background checks, including Wayne RESA processing fees. Wayne RESA shall issue an invoice to the vendor detailing the fees owed to Wayne RESA during each month of the Term. Vendor(s) 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 Wayne RESA to Vendor(s).
	Vendor(s) must provide the Wayne RESA Executive Director of Operations and IT Infrastructure or designee a pre-approved list of employees assigned to each location outlining his/her area of responsibility prior to commencement of any contracted work. Only employees approved by the Wayne RESA Human Resources Department will be allowed on the list and worksites. The employee list should include additional personnel, approved for either substitution or replacement coverage as required. This electronic list shall be current and updated as employees are hired and or terminated.
	All employees of Vendor(s) assigned to the locations shall be appropriately attired utilizing personal protection equipment (PPE) and have proper identification displayed at all times.
	Any employee whose moral conduct, behavior or appearance is unsatisfactory will be brought to the Vendor(s) attention for appropriate action up to and including discharge.
	3.0 Service Schedule
3.1	Service hours: Monday through Saturday during scheduled workdays and based on a 260-day per year schedule.
3.2	Meal service is generally provided between 8:00 am to 7:00 pm., Monday through Saturday. Groups are as small as ten (10) persons per event and as large as >300 persons per event. Clean-up shall occur immediately after each meal.
3.3	Vendor(s) to accommodate event cancellations (at no charge to Wayne RESA CAMPUS) within forty-eight (48) business hours of the event.
3.4	Vendor(s) agrees to operate within the framework of the Wayne RESA event or activity schedule by providing adequate staff to perform required set-up and removal of equipment and supplies.
3.5	Wayne RESA observes the following holidays during the school year. Buildings are not usually open these days and coverage for catering services will not be required:
	Independence Day







Section	Specification
	 Labor Day Thanksgiving Recess Winter Recess Martin Luther King Day Spring Recess (five days) Memorial Day
3.6	Throughout the year, Wayne RESA sponsors additional special events that may require catering for a large number of participants. Awarded Vendor(s) to work with Wayne RESA representative to determine the event menu.
3.7	Though not standard business practice, Vendor(s) must have the ability to provide services to Wayne RESA CAMPUS with less than 48-hours notice. Please use your proposal to explain your organization's ability to adhere to this specification.
	4.0 Facilities, Equipment and Supplies
4.1	Supplier(s) are expected to supply disposable supplies for meal service. Supplies include, but are not limited to: Cups Napkins Eating utensils Service utensils Plates
4.2	Supplier(s) may be asked to provide table linens and decorations as requested Wayne RESA agrees to furnish, at its own cost and expense, the following kitchen and food service equipment and supplies at the Wayne RESA education center only *: Reach-in refrigerator Portable food service equipment Carts Tables Coffee, tea, and water beverages *This does not include small ware, food service transportation carts (refrigerated/heated).
4.3	All equipment, furnishings, and fixtures as well as all office equipment and furnishings provided or installed by or under the direction of Wayne RESA, shall be the property of Wayne RESA. At the end of the term or upon termination, Supplier(s) and Wayne RESA shall jointly conduct a closing inventory, documenting any damaged and/or missing equipment, normal wear and tear excepted. Supplier(s) shall be responsible for any missing equipment, loss or damage to property of Wayne RESA.
4.4	The designated space pertinent to Supplier(s) operation at the Wayne RESA Education Center (only) are as follows: • All conference/meeting rooms used by Wayne RESA including all adjacent hallway space. • Kitchen facilities are located on the second floor of the Wayne RESA Education Center Building. • Supplier(s) will be provided with a parking space at no charge.







Section	Specification
4.5	The designated space pertinent to Supplier(s) operation at the Wayne RESA Burger Baylor (only) are as follows: · Supplier(s) may be asked to provide cart for hot meals provided at this location. · Space to store the cart will be provided near meeting rooms.
4.6	The designated space pertinent to Supplier(s) operation at the Wayne RESA Annex (only) are as follows: · Supplier(s) to provide cart for hot meals provided at this location. · Space to store the cart will be provided near meeting rooms.
4.7	For events at Wayne RESA Education Center, Supplier(s) must enter through the Wayne RESA first floor loading dock area. Immediately after unloading and before setting up, the Supplier must remove their vehicle from the loading dock area. Parking in the loading dock area is strictly prohibited.
4.8	Supplier(s) understand that designated food preparation, provision and storage areas are only available at the Education Center and not available at other service locations used by Wayne RESA.
	5.0 Maintenance and Cleanup
5.1	Supplier(s) shall maintain all Wayne RESA equipment, small ware and supplies used in performance of its duties in a good state of repair, including maintenance or repair necessitated by ordinary wear and tear. Damage incurred to the property of Wayne RESA as a direct result of negligence or lack of maintenance on the part of the Supplier(s) will be charged directly to the Supplier(s).
5.2	Supplier(s) will be responsible for cleaning the cafeteria and food service areas before and after use.
5.3	The Supplier shall maintain all food and beverage service facilities in a clean and sanitary condition in accordance and consistent with all applicable rules, demands and requirements of law, pertinent health, and other authorities.
5.4	All refuse and waste materials created by the Supplier's operation in the food service area shall be promptly disposed of after each meal.
5.5	Supplier to provide methods for returning soda cans and other recycling methods. Vendors are free to submit additional proposals pertaining to recycling to assist with this initiative.
5.6	Wayne RESA shall engage exterminators to control vermin and pests, as is necessary or required by law. Such extermination services shall be applied in all areas where food is prepared, dispensed, or stored.
5.7	Wayne RESA will supply adequate trash receptacles in the vicinity of service areas. Trash receptacles will conform and blend with the interior design of Wayne RESA. During catered events Supplier(s) must regularly monitor these areas. All refuse and waste materials created by Supplier(s) operation in all food service areas shall be promptly disposed of after each event or activity by Supplier(s) directly into a compactor designated by Wayne RESA, from which it shall be removed by Wayne RESA.
	6.0 Operations







Section	Specification
6.1	Supplier(s) will be required to assign one (1) qualified Account Representative to be the designated contact person to answer questions relating to the food service operation.
6.2	Supplier(s) shall coordinate all communication and catering schedules through the Wayne RESA Event Services Department.
6.3	Supplier(s) shall supply Wayne RESA with a complete listing of its operations staff to be commissioned for this program.
6.4	Any and all subcontractors proposed to provide food operation services to Wayne RESA by Supplier require prior written approval from Wayne RESA Event Services Department.
6.5	Supplier(s) shall at all times enforce, by adequate supervision and training of supervisory personnel, a safe environment for all Wayne RESA clients and staff.
6.6	Supplier(s) shall provide a server at each location to handle delivery and serving. This includes events scheduled on the same date and/or time.
6.7	All employees of Supplier(s) shall be neatly attired in uniforms that clearly and properly identify Supplier(s) organization. All employees of Supplier(s) are required to wear name identification tags at all times while at ALL Wayne RESA events. Supplier(s) management personnel shall be neatly attired in normal business attire at all times. Wayne RESA's Event Services Department shall have the right to require any employee(s) of Supplier(s) to vacate premises whenever it appears in the best interest of Wayne RESA and its clients.
6.8	Supplier(s) shall train and closely supervise all of its employees so that they are aware of, and habitually practice, the high standards of cleanliness, courtesy and service required.
6.9	Supplier(s) shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
6.10	Any activity of Supplier(s) or any of its employees or subcontractors shall not infringe upon Wayne RESA's clients. The activities of Supplier(s) shall be such as to render service to the clients in a dignified manner using no undue pressure. Supplier(s) shall not use coercion or persuasion in an attempt to influence the client to use the services or products of the Supplier(s). All catering services shall be conducted and operated within the rules and regulations as promulgated by Wayne RESA's Event Services Department or a duly authorized representative from time to time and shall in no way interfere with the orderly operation of any event. Services shall be conducted at such times from, and at such locations, as are designated by Wayne RESA's Event Services Department.
6.11	Supplier(s) shall at all times exercise total independent, prudent, reasonable experienced judgment in the serving of food and/or beverages. The Supplier at all times shall use only qualified and supervised personnel with training and experience in the catering of food and beverages.
6.12	Wayne RESA's Event Services Department reserves the right to issue rules and regulations governing the general provision of food and beverage so as to maintain a consistency of kind and quality of food and beverage services, adequacy of number of personnel providing food and beverage service, compatibility of food and beverage products for Wayne RESA events at and other parameters of food and beverage service which rules and regulations shall be adhered to by the Supplier.
	7.0 Wayne RESA Payments







Section	Specification
7.1	Federal funds may be used to pay for all or part of the services under this RFP. These terms and conditions are dictated by the funding agency. Wayne RESA must comply by ensuring that Supplier(s) understand, and can abide by, the funding agency requirements and as such, this service is subject to the terms and conditions dictated by the funding agency. The cited references carry the same force and effect as if given in full text. All references to granting agency in the regulations cited are understood to refer to Wayne RESA; all references to grantee or recipient are understood to refer to Supplier.

	General Dietary Definitions
Vegetarian	Eating plan made up of foods that come mostly from plants:
	It does not include red meat. o Pescatarian includes seafood.
Vegan	 Eating plan that excludes all foods of animal origin. Foods and drinks that contain the following should be avoided: Dairy products Eggs Honey Byproducts of animal agriculture (such as lard, whey, or gelatin)
Gluten Free	Eating plan that excludes foods containing gluten. Food and drinks that contain the following should be avoided:







	General Dietary Definitions
Halal	 Free of, and not made of, or containing any part or substance taken or extracted from animal forbidden to be consumed by Muslims, according to Islamic laws During preparation, processing or storage, it should not come into contact or be in close proximity with any restricted foods Foods to avoid: Pork or pork by-products Animals that were dead prior to slaughtering, animals not slaughtered properly or not slaughtered in the name of Allah. Carnivorous animals Birds of prey Land animals without external ears Blood and blood by-products as well as alcohol.
Kosher	The provision and preparation of food items according to the laws of the Torah. Prohibits any pain to animals; and the slaughtering process is conducted by a ritual slaughterer and treated in a manner that unconsciousness and death occur almost instantaneously. Examples of kosher foods: • Meat: Bulls, cows, sheep, lambs, goats, veal, and springbok • Fowl/Poultry: Goose, duck, chicken, and turkey • Dairy Products and their derivatives: Milk products must come from kosher animals and may not contain non-kosher additives. • Combining meat and milk are prohibited. • Eggs: eggs of kosher birds are permitted as long as they do not contain blood. • Fish: only fish with fins and scales. Shellfish are forbidden. • Fruits, vegetables, cereals: All products that grow in the soil or on plants, bushes, or trees are considered kosher • Beverages: Beverages manufactured from grape or grape-based derivatives may only be drunk if the grapes come from a kosher winery and prepared under strict Rabbinical Supervision.

Proposer Response: Please confirm agreement to meet all requirements within the Table above and adherence to the General			
Dietary Definitions by checking Yes or No.			
□ Yes	□ No		

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 <u>2% administrative fee</u> 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.

	ser Respo		to participate in the	CoPro+ program	n (ontional)		
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		Yes	□ No				
1.4	RESERVE	ED					
1.5	RESERVE	ED					
1.6	Service C	Capabilities					
	Proposers	s must identi	unt Representative fy by name and location a resulting contract, a				
Propos	ser Respons	se:					
1.7	Custome	r Service					
assigne busines	d to Wayne s days unle	e RESA. Cus ess it is an er	ave an accessible cus stomer inquiries should nergency issue. Desc of service centers, req	d be responded to ribe your compar	within forty-eight ny's Customer Ser	: (48) hours or two (2) vice Department (ho)
Propos	ser Respons	se:					

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.		
☐ Yes ☐ No		
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.	_	
☐ Yes ☐ 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.		
D	_	
Proposer Response:		







1.11 Pricing Schedule

Respondents will provide pricing information on the price sheet (**Attachment B**) 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 the respondent.







1.12 Price Assurance

The awarded vendor agrees to provide pricing to Wayne RESA and its participating entities that is 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 the 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 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		
Proposer Response:			
If "NO" was answered on a	ny items in Section 1.3,	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 condition. 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

Required Information	Proposer Response
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 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:

Required Information	Proposer Response
Entity Name:	
Address:	
Contact Name and Title:	
Contact Phone Number:	
Years Serviced:	
Annual Volume:	
Description of Services:	
Required Information	Proposer Response
Entity Name:	
Address:	
Contact Name and Title:	
Contact Phone Number:	
Years Serviced:	
Annual Volume:	
Description of Services:	
Required Information	Proposer Response
Entity Name:	
Address:	
Contact Name and Title:	
Contact Phone Number:	
Years Serviced:	
Annual Volume:	
Description of Services:	

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 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 sub-tier 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 sub-tier 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 sub-tier contractors or subgrantees will pay with profits or nonappropriated 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 as 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

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 – Vendor Proposal Overview and Questions – The Proposer include detailed responses to the questions contained in Attachment A







Attachment B – 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 <u>purchasing@resa.net</u> 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-01302023-157-01" 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 RESERVED

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.	Solution – Including but not limited to the following: ability to provide scope, services and a solution	50







	Technical Evaluation Criteria	Points
2	Prior Experience and Past Performance – 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	Staffing – Including but not limited to the following: qualifications and experience of the proposed staffing.	15
	Total Points Possible	100

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 <u>80</u> 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
- Food Testing/Sampling
- 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.





Attachment A – Vendor Proposal Overview and Questions

Attachment A shall be formatted to include the following sections and information:

Optional -- Letter of Transmittal

Attachment A, Section 1.0 – Executive Summary

This part of the response to the RFP should be limited to a brief narrative highlighting the supplier's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The summary should describe the following:

- a) Legal name of the company, address of corporate headquarters, whether the company is a sole proprietor, a partnership, corporation, or other legal entity contact information of account executive, confirm major components of the work being proposed, and be signed by an individual that is authorized to bind the firm
- b) Key differentiators in service offerings, account management, and value-added services proposed by your company
- c) The summary should also specify the names of similar-sized education, government and other comparably sized clients that have used the proposed services
- d) High-level project execution plan
- e) Risk management considerations
- f) Value and outcomes delivered to Wayne RESA

Attachment A, Section 2.0 - Scope of Proposed Solution

Provide a description of the overall solution or methodology for **CATERING AND FOOD OPERATIONS** Services. Include a high-level description of the steps of how the services will be provided and any associated value-added services solution that meets the requirements. Confirm that the solution being provided is comprehensive as defined in **Section 1.3** of the Request for Proposal (**CATERING AND FOOD OPERATIONS SPECIFICATIONS**). In addition, describe the methodology for solution delivery. Finally, describe the client relationship management approach (e.g., steering committee, status reporting).

Attachment A, Section 3.0 - 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.

Attachment A, Section 4.0 - Company Background/Customer List

Supplier must provide the following information about its company so that Wayne RESA can evaluate the supplier's financial stability and ability to support the commitments set forth in response to the RFP. The supplier should describe the company's background, including:

- a) How long the company has been in business.
- b) A brief description of the company size and organizational structure as it relates to services proposed.
- c) How long the company has been working with a) education clients; b) government clients; and c) commercial clients.
- d) Describe any current lawsuits, legal actions or governmental investigations against your company including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdiction and date of legal complaint.







Attachment A, Section 5.0 - Supplier Relationships or Potential Conflicts with Wayne RESA

Describe any business relations that Supplier currently has or has had with Wayne RESA; include relationships any parent, subsidiary, or other affiliate company may have with Wayne RESA.

Please indicate if any employees, officers, directors, members, agents or consultants of Supplier are also an employee of Wayne RESA.



Supplier:





Attachment B - Pricing Schedule

Wayne RESA reserves the right to award multiple contracts as a result of this RFP.

Additional pages may be added as needed to propose alternative solutions

Contact:

Address:	Supplier Email	:		
Phone Number:	_			
Description		Unit Price Breakfast	Unit Price Lunch	Unit Price Dinner
Catering and Food Operations Cost per Person		\$	\$	\$
Vegan Meal (per person)		\$	\$	\$
Vegetarian Meal (per person)		\$	\$	\$
Halal Meal (per person)		\$	\$	\$
Kosher Meal (per person)		\$	\$	\$
Gluten Free Meal (per person)		\$	\$	\$
List Alternate Meals (per person) here		\$	\$	\$
Additional Proposed Services:				
Signature	Date			
Print Name	Title			