## **REQUEST FOR PROPOSAL**

**RFP# WRESA-04-2023-2024-07**

**Great Start Readiness Program Moving and Storage Services**

| **RFP TIMETABLE** | **DATE / TIME** |
| --- | --- |
| RFP Issue Date | July 24, 2023 |
| Pre-Bid Meeting\* | August 1, 2023, 10:00 a.m. Eastern Time |
| Submission of Question(s) from Supplier Due | August 4, 2023, by 12:00 p.m. Eastern Time |
| Answers to Supplier Questions Due | August 9, 2023, by 5:00 p.m. Eastern Time |
| **Proposals Due** | **August 21, 2023, by 12:00 p.m. Eastern Time** |
| Contract Start | October 2023 |

\*Pre-Bid Meeting is strongly encouraged, though it is not mandatory to attend. The Pre-Bid Meeting will be held virtually via Zoom on August 1, 2023 at 10:00 a.m. Eastern Time. Meeting link and ID are provided below:

**Zoom meeting**:

Topic: Wayne RESA Pre-Bid Meeting : GSRP Moving and Storage Services

Time: Aug 1, 2023 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://resa-net.zoom.us/j/84030419859>

Meeting ID: 840 3041 9859

One tap mobile

+13126266799, 84030419859# US (Chicago)

+16465588656, 84030419859# US (New York)

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

The Sole Point of Contact During this Solicitation Process is:

**Stacey Shaw**

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

(989) 307-1307

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I. INSTRUCTION TO SUPPLIERS

### Introduction

The Wayne County Regional Educational Service Agency (WRESA), 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. WRESA provides a wide variety of services to thirty-three (33) public school districts and approximately ninety-nine (99) public school academies in Wayne County, Michigan; serving more than 261,000 students. WRESA, through various consortium arrangements, provides a variety of services to other educational agencies throughout the state of Michigan.

### Scope of Work

On behalf of its Great Start Readiness Program (GSRP), WRESA is looking to contract with a vendor to provide moving and storage services on an as-needed basis.

At different times throughout the year, GSRP classrooms can be opened, closed or resupplied based on program needs. Items to be moved and stored include classroom furnishings, equipment and other supplies (needed for GSRP classrooms) located throughout Wayne County. Items are currently in storage at a facility in Taylor, Michigan.

Upon award, WRESA will provide designated contacts to the awarded Supplier. These individuals will be allowed to request/schedule Supplier services and authorize Supplier to discard item(s) in poor condition.

Supplier would be expected to pack up/pickup furnishings, equipment and/or other classroom supplies and deliver to another location or to take to the agreed-upon storage facility until a new GSRP location (for the equipment and supplies) can be found. Equipment in storage needs to be accessible to WRESA staff during operating hours.

If an item(s) appears to be in poor condition and/or broken it should be reported to WRESA staff. If WRESA staff agrees regarding the item(s) condition, only then can the determination be made to discard; and WRESA will authorize the vendor to discard the identified item(s).

The Supplier is responsible for maintaining the shipping document created by WRESA staff for each delivery. The document will show a line-item description of contents being delivered; and legible signature (as proof of receipt) by staff at delivery location.

The numbers for delivery/pickups will change based on programing needs.

Please give a detailed description of the moving and storage services your organization proposes (as part of Proposal Section 1.0 Executive Summary and Proposal Section 2.0 Scope of Proposed Solution). Also, please submit the costs to provide the services required as part of Proposal Section 7.0 Bid Proposal (Pricing) in Attachment #2, by adding items and services such as packing and moving, providing boxes and tape, moving on scheduled dates and times schools are traditionally open, mileage, loading/unloading at multiple locations, at assigned and expected times, safe storage separate from other entities, safety from theft and damage etc.

Award of this solicitation is contingent upon the approval of funding from WRESA Board of Education.

Electronic forms of all bid documents are available online at:

<https://www.resa.net/administrative-support/purchasing>

If you experience problems in downloading the documents, contact Stacey Shaw at [purchasing@resa.net](mailto:purchasing@resa.net).

### C. Contract Term

The term of the resultant contract shall be for a period of three (3) years with two (2) additional one-year extension options, which may be exercised at the discretion of WRESA.

Wayne RESA reserves the right to seek additional support, services from the Contractor during the term of the agreement. Proposers shall provide a Bid Proposal (Proposal Section 7.0; Attachment #2) for services that would be provided on an as-needed basis during the contract term.

**D. Proposal Process**

1. Proposal must be prepared in compliance with provisions of this RFP. Failure to comply with all provisions of this RFP may result in disqualification of the proposal.
2. Proposals must be received by **EMAIL ONLY** to [purchasing@resa.net](mailto:purchasing@resa.net) by the date and time provided on the cover page of this RFP. Suppliers shall submit (1) electronic copy of proposal combined into one file when possible.

The following table is a summary of the required proposal submission format for this RFP. Please structure your proposal submission per the content and sequence below. Where noted under “Template for Submission”, utilize the attachments provided with this RFP for inputting your responses.

|  |  |  |
| --- | --- | --- |
| Proposal Section | Section Title | Template for Submission |
| Intro | Letter of Transmittal |  |
| 1.0 | Executive Summary |  |
| 2.0 | Scope of Proposed Solution |  |
| 3.0 | Comprehensive List of Assumptions |  |
| 4.0 | Company Background/Customer List |  |
| 5.0 | Supplier Relationships or Potential Conflicts with WRESA |  |
| 6.0 | Signature Page | Attachment #1 |
| 7.0 | Bid Proposal (Pricing) | Attachment #2 |
| 8.0 | Statement of Qualifications | Attachment #3 |
| 9.0 | Ethical Standards Affidavit  **MUST BE NOTARIZED** | Attachment #4 |
| 10.0 | Conflict of Interest Affidavit  **MUST BE NOTARIZED** | Attachment #5 |
| 11.0 | Certificate of Liability Insurance | Attachment #6 (Supplier provides) |
| 12.0 | Assurances and Certifications | Attachment #7 |
| 13.0 | Exceptions to WRESA’s Terms and Conditions | Attachment #8  Please note on a separate document whether or not your organization takes exception to any term, or state your acceptance of the Terms and conditions in attachment #8 |
| 14.0 | Federal Provisions Addendum | Attachment #9 |

An overview of the proposal response guidelines are below for your review. Detailed instructions have also been included within all attachments.

**PROPOSAL RESPONSE GUIDELINES**

The following are detailed guidelines for the format and content of your proposal submission. Please review the guidelines below in full prior to beginning your proposal.

**Proposal Section Intro - Letter of Transmittal**

The letter should briefly list the 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.

# **Proposal 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:

* Key differentiators in service offerings, account management, and value-added services proposed by your company.
* Your understanding of the scope of requirements and the level to which your proposal has met the requirements.
* The summary should also specify the names of similar-sized education, government and other comparably sized clients that have used the services being proposed.
* High-level project execution plan and timeline for completion, outlining any equipment delays that could impact availability.
* Risk management considerations.

**Proposal Section 2.0 - Scope of Proposed Solution and Staffing**

Provide a description of the overall solution. 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 this RFP.

Identify your Key Personnel and provide resumes for the individual who will be assigned to the resulting Contract.

**Proposal Section 3.0 - Comprehensive List of Assumptions**

Rather than have assumptions be scattered throughout the proposal, WRESA 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.

**Proposal Section 4.0 - Company Background/Customer List**

Supplier must provide the following information about its company so that WRESA 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:

* How long the company has been in business.
* A brief description of the company size and organizational structure as it relates to services proposed.
* How long the company has been working with a) education clients; b) government clients; and c) commercial clients.
* 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.

**Proposal Section 5.0 - Supplier Relationships or Potential Conflicts with WRESA**

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

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

**Proposal Section 6.0 – Signature Page**

Please refer to the RFP Template Attachment #1

**Proposal Section 7.0 – Bid Proposal**

Please refer to the RFP Template Attachment #2

**Proposal Section 8.0 – Statement of Qualifications**

Please refer to the RFP Template Attachment #3

**Proposal Section 9.0 – Ethical Standards Affidavit**

Please refer to the RFP Template Attachment #4

**Proposal Section 10.0 – Conflict of Interest Affidavit**

Please refer to the RFP Template Attachment #5

**Proposal Section 11.0 – Certificate of Liability Insurance**

Supplier to provide a copy of their insurance certificate with proposal.

**Proposal Section 12.0 – Assurances and Certifications**

Please refer to the RFP Template Attachment #7

**Proposal Section 13.0 – Exceptions to WRESA’s Master Service Agreement**

While it is WRESA’s preference that the Supplier sign the standard template “as is” and, in fact, WRESA may consider extensive changes to the agreement as a reason to exclude a supplier from further consideration; Suppliers may take select exception to terms and conditions (Attachment #8– Master Services Agreement). The Supplier must clearly set forth each exception in its proposal, referencing the affected RFP section, paragraph and page. The Supplier must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the supplier. WRESA shall determine (in its sole discretion) the acceptability of any proposed exception(s).

**Proposal Section 14.0 – Federal Provisions Addendum**

Attachment #9 applies to purchases that may be paid for in whole or in part with funds obtained from the federal government. Therefore, the provisions are required, and the language is not negotiable. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Supplier from compliance with the law.

3. Proposals MUST BE emailed to: [purchasing@resa.net](mailto:purchasing@resa.net)

Subject: **RFP# WRESA-04-2023-2024-07 GSRP Moving and Storage**   **Services**

1. Any proposal received after the day and time stipulated will not be considered, but will be recorded, filed and shall remain sealed/unopened. Proposals received by facsimile transmissions will not be considered valid unless also received by mail or delivery by the stated deadline.
2. For attachments, only the forms provided in the RFP packet are to be used. Electronic versions may be found on the WRESA web page at: [WRESA Bid Documents](http://www.resa.net/services/purchasing/rfp/). **Altered or substitute forms will not be accepted.**
3. ALL submitted documents must be typed or computer generated. **(With exception to any handwritten signatures)**, **no handwritten proposals will be allowed.**
4. It is understood that each Supplier, before submitting a proposal **and prior to the Submission of Question(s) from Supplier Due Date/Time** (see RFP Timetable on Cover Page), shall, if they are uncertain of the conditions, requirements and/or obstacles that might impact the provision of services, request further information. Failure to make such inquiry or receive an answer shall not relieve the successful Supplier from the obligation to comply, in every detail, with all provisions and requirements of the RFP nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by the Agreement.
5. Inquiries regarding this RFP **must be directed in writing via email to**:

**Stacey Shaw**

**Purchasing Consultant, WRESA**

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

1. Any discussions with WRESA personnel (other than as listed above) regarding this RFP while the RFP is in progress (from the time supplier receives this RFP until final award is made) **are strictly prohibited**. Such contact and discussion may result in disqualification of Supplier’s proposal.
2. If a Supplier discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify WRESA of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP from WRESA’s Purchasing Department as well as being posted on the WRESA website. The Supplier is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived.
3. No allowance will be made after proposals are received and opened, for oversight, omission, error or mistake by Supplier.
4. All proposals and any accompanying documents become the property of WRESA and will not be returned.
5. WRESA will not be liable in any way for any costs incurred by Suppliers in the preparation of their proposals in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations.
6. WRESA reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
7. Receipt of proposal materials by WRESA or submission of a proposal to WRESA offers no rights against WRESA nor obligates WRESA in any manner.
8. WRESA reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining RFP requirements or excuse the Supplier from full compliance with the RFP specifications and other contract requirements if the Supplier is awarded the contract.
9. It is the intent of WRESA to permit competition.  Therefore, it is understood that the use of any patent, proprietary and/or manufacturer's name is for demonstrative purposes only; and should be considered as if followed by the words "or comparable equivalent”.  Unless "NO SUBSTITUTE" is stated in this RFP, Suppliers may offer items they believe meets or exceeds the specifications set forth herein.  WRESA, in its sole and absolute discretion, shall have the right to determine if the proposed items possess equivalent and/or better qualities of the specifications listed in this RFP.
10. Proposal must be signed by an officer of the Supplier who is legally authorized to obligate the Supplier to a contract.
11. All proposals shall be a matter of public record subject to the provisions of Michigan law.
12. In the event the district and/or district building, is closed due to unforeseen circumstances on the day proposals are due proposals will be due at the same time on the next day that the WRESA building is open.

**E**. **Evaluation of Proposals and Award**

1. All Suppliers, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFP and will abide by the terms and conditions thereof.
2. WRESA, at its sole discretion, shall determine whether particular Suppliers have the basic qualifications to conduct the desired service for WRESA. In determining whether a Supplier possess the basic qualifications to operate, WRESA may consider, but not be limited to, the following:
   * + - 1. Cost data (price, price protection and total cost of ownership)
         2. Supplier’s ability to meet the functional requirements of this RFP
         3. Supplier’s adherence to applicable laws, ordinances, etc. and industry standards
         4. Supplier’s commitment and experience in successfully performing similar agreements
         5. Supplier’s general reputation for performance and service
         6. Supplier’s longevity of service (number of years) and previous experience
         7. Years of continuous business
         8. Supplier’s attendance/participation in pre-bid meeting
         9. Acceptability of product/services to the internal customer
         10. Overall service quality
         11. Supplier’s financial condition
         12. Meets Michigan Department of Education definition of fiscally reasonable expenditure
         13. Supplier’s willingness to comply with the proposed agreement with no objections
         14. Value-added proposals
3. Proposals will first be examined to eliminate those that are clearly non-responsive to stated requirements.
4. Award shall be made to the most responsible Supplier whose proposal is determined to be the most advantageous to WRESA 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 WRESA and the Supplier.

In determining the most advantageous response, WRESA will review and consider a Supplier’s experience, Staffing and optimal pricing.

1. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
2. WRESA reserves the right to accept or reject in part or in whole any or all proposals submitted.
3. WRESA reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Supplier’s price contained in the cost proposal.
4. WRESA may require suppliers to make oral or other presentations. Failure of a Supplier to conduct a presentation on the date scheduled may result in rejection of the Supplier’s proposal. In addition, WRESA may decide to make site visits to the selected Suppliers’ reference sites or other sites provided by the Supplier.
5. WRESA reserves the right to negotiate further with the successful Supplier. The content of the RFP and the successful Supplier’s proposal(s) will become an integral part of the Contract but may be modified by the provisions of the Contract.
6. By submission of proposals pursuant to this RFP, Suppliers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.
7. A proposal in response to an RFP is an offer to contract with WRESA based upon the terms, conditions, and scope of work and specifications contained in the RFP.
8. WRESA has the right to use, as WRESA determined to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal and the Contract.
9. Suppliers must submit proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the proposal.
10. All proposals must be valid for at least ninety (90) days from the proposal submission date.
11. Proposals received after the specified date and time for proposal submission shall not be considered, but will be recorded, filed, and shall remain sealed.
12. **Bid Protest Process**

Bid protests are filed by Suppliers because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by WRESA during the solicitation process.

## General Authority

WRESA Administrator maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by WRESA departments, districts or agencies which are governed by WRESA's Board.

### Protest Procedure

Upon a determination of Supplier selection from a bid process, the Purchasing Consultant will issue a “Notice of Intent to Award” to all solicitation participants of the intended award via email.

1. Non-selected Suppliers will have three (3) business days from the date the notice is posted to file a formal bid protest with WRESA Administrator or the designee.
2. The bid protest, which must be received by WRESA Administrator or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
3. Upon execution of the Master Agreement with the selected Supplier, WRESA Administrator or designee will not take action on a bid protest, but a written response will be provided to the protesting Supplier.
4. If a Supplier's bid protest is appropriately filed, WRESA Administrator or designee may delay the award of the Master Agreement until the matter is resolved.
5. Notwithstanding the foregoing, throughout the bid protest review process, WRESA has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, WRESA reserves the right to make an award when it is determined to be in the best interest of WRESA to do so.
6. WRESA Administrator or designee will respond to all bid protests in a timely manner.
7. **Indemnity, Release, Insurance and Security**

1. Evidence of Supplier Insurance Coverage

The Supplier shall provide WRESA at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable to WRESA, as listed below:

1. Certificate of Liability Insurance (Attachment #6). Individual certificates of insurance and/or policies may be required prior to work commencing.
2. Insurance Requirements

During the performance and up to the date of final acceptance of the work, the Supplier must maintain in full force and effect the insurance hereafter listed below:

1. The Supplier shall procure and maintain during the life of this contract, Workers’ Compensation Insurance, including Employers Liability Coverage at limits of $100,000 per person, $500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
2. The Supplier shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:

i) Contractual Liability;

ii) Products and Completed Operations;

iii) Per contract aggregate.

1. The Supplier shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

d. The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Wayne County Regional Educational Service Agency, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

1. Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to Purchasing, WRESA, 33500 Van Born Road, Wayne, MI 48184.”
2. If any of the above coverages expire during the term of this contract, the Supplier shall deliver renewal certificates and/or policies to WRESA at least ten (10) days prior to the expiration date.
3. Indemnification and Hold Harmless – The Supplier shall indemnify and hold harmless WRESA, its officers, agents, and employees from:

* 1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
  2. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  3. WRESA will not indemnify, defend or hold harmless in any fashion the Supplier from any claims arising from any failure on the part of the Supplier, its employees or suppliers, regardless of any language in any attachment or other document that the Supplier may provide.
  4. The Supplier shall reimburse WRESA any expenses incurred as a result of the Supplier’s failure to fulfill any obligation in a professional and timely manner under the Agreement.

1. **Default and Termination**

1. In the event the Supplier shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, WRESA may notify the Supplier of such default in writing.

2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Supplier as the manager or, in the case of notice by the Supplier, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Supplier in the proposal, or the address for WRESA in the case of notice by the Supplier.

3. Failure on the part of WRESA to notify the Supplier of default shall not be deemed a waiver by WRESA of WRESA’s rights on default of the Supplier and notice at a subsequent time will have the same effect as if promptly made.

4. Upon receipt of notice of default from WRESA, the Supplier shall immediately correct such default. In the event the Supplier fails to correct the default to the satisfaction of WRESA, WRESA shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Supplier of any liability to WRESA for damages sustained by virtue of any default by the Supplier.

5. The Supplier agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event WRESA prevails, the Supplier shall pay all expenses of such action including WRESA’s attorney fees and costs at all stages of the litigation.

1. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.
2. Termination of the Agreement by WRESA upon default by the Supplier shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Supplier, and the bonds shall so specify.
3. **Taxes**

WRESA is exempt from all federal, state and local taxes. WRESA shall not be responsible for any taxes that are imposed on the Supplier. Furthermore, the Supplier understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to WRESA.

1. **Integration**

All RFP documents and addendum, Supplier’s response to this RFP, subsequent purchase orders, and contract with the successful Supplier contains the entire understanding between the parties.

1. **Financing Option**

**NOT APPLICABLE**

## **Survival Clause**

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the Contract Term or cancellation of this Agreement.

# **Force Majeure**

Timely performance is essential to the successful implementation and ongoing operation of the project described herein. Time is of the essence. However, neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

## **Non-Waiver of Agreement Rights**

It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Supplier by WRESA should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

# **Patents, Copyrights and Proprietary Rights**

The Supplier, at its own expense, shall completely and entirely defend WRESA from any claim or suit brought against WRESA arising from claims of violation of United States patents or copyrights resulting from the Supplier or WRESA use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. WRESA will provide the Supplier with a written notice of any such claim or suit. WRESA will also assist the Supplier, in all reasonable ways, in the preparation of information helpful to the Supplier in defending WRESA against this suit. WRESA retains the right to offset any amounts owed to Supplier in defending itself again claim. Following written notification of an infringement claim, Supplier may, at its expense and its discretion, either (a) procure for WRESA the right to continue to use the alleged infringing product, (b) replace, modify or provide substitute product to WRESA or (c) return all monies paid WRESA under the terms of the Agreement.

## **Nondiscrimination by Suppliers or Agents of Suppliers**

## Neither the Supplier nor anyone with whom the Supplier shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Supplier responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the Vendor of this Agreement.

## **Subcontractors**

## When using any subcontractors not stated in the Supplier’s response to the RFP, the Supplier must obtain written prior approval from WRESA for activities or duties to take place at WRESA’s site. In using subcontractors, the Supplier agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Supplier.

## **Effect of Regulation**

## Should any local, state, or national regulatory authority having jurisdiction over WRESA enter a valid and enforceable order upon WRESA which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive WRESA of a material part of its Agreement with the Supplier. In the event this order results in depriving WRESA of materials or raising their costs beyond that defined in this Agreement, WRESA shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Supplier. Should the Agreement be terminated under such circumstances, WRESA shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

## **Assignments**

## WRESA and Supplier each binds themselves, their partners, agents, successors, those working in concert with them in any capacity, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement.

## **Supplier as Independent Contractor**

## It is expressly agreed that Supplier is not an agent of WRESA but an independent contractor. The Supplier shall not pledge or attempt to pledge the credit of WRESA or in any other way attempt to bind WRESA.

## **Non-Collusion Covenant**

## Supplier hereby represents and agrees that it will not and has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. Supplier certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

## **Advertisement**

## The laws of the State of Michigan, WRESA purchasing policies and the legal advertisement for contractors and purchases, are made a part of any agreement entered into the same respect as if specifically set forth in that agreement.

II. RFP SPECIFICATIONS

# **Program Requirements**

See Section 1. Instructions to Suppliers, Subsection B. Scope of Work for requirements.

**III. ATTACHMENTS**

Attachment #1 Signature Page

Attachment #2 Bid Proposal (Pricing)

Attachment #3 Statement of Qualifications

Attachment #4 Ethical Standards Affidavit – Must be notarized

Attachment #5 Conflict of Interest Affidavit - Must be notarized

Attachment #6 Certificate of Liability Insurance **(Supplier must provide)**

Attachment #7 Assurances and Certifications

Attachment #8 WRESA Master Service Agreement (to be issued upon award)

Attachment #9 Federal Provisions Addendum – Certification Regarding Lobbying

**Attachment #1**

**SIGNATURE PAGE**

***This form must be returned, properly executed.***

In compliance with the Request for a Proposal made by WRESA, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

* This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
* No member of the Board of Education of the Wayne County Regional Educational Service Agency (WRESA) nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
* All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
* Said Supplier clearly understands that WRESA will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP.

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

Company:

Name:

Signature of above:

Title:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone:

Fax Number:

Date:

Are you a small business? Yes \_\_\_\_\_ No \_\_\_\_\_

Are you a minority business? \*Yes \_\_\_\_\_ No \_\_\_\_\_

\*If yes, list minority:

**Attachment #2**

**BID PROPOSAL (PRICING)**

*Additional pages may be added as needed to propose alternative items, package deals, or solutions. Please list any and all additional materials and services as needed. WRESA will consider other pricing models; however, respondents must provide the services and items listed at a minimum.*

Supplier: Contact Person:

Address: Email:

Phone Number: Fax Number:

Supplier web site:

|  |  |  |  |
| --- | --- | --- | --- |
| **LINE ITEM** | **DESCRIPTION** | **UOM** | **PRICE** |
|  | *~ Packing Materials ~* |  |  |
| **1** | **Bubble Wrap** |  |  |
| **2** | **Paper/Tissue** |  |  |
| **3** | **Boxes 1.5 cu ft.** |  |  |
| **4** | **Boxes 3.0 cu ft.** |  |  |
| **5** | **Boxes/Totes (other sizes, please specify)** |  |  |
| **6** | **Other Items (please specify)** |  |  |
|  | *~ Services ~* |  |  |
| **7** | **Driver/Crew Leader** |  |  |
| **8** | **Mover/Person** |  |  |
| **9** | **Packing, Loading Items, etc.** |  |  |
| **10** | **Delivering Items (to or from storage)** |  |  |
| **11** | **Mileage Rate** |  |  |
| **12** | **Storage Rate** |  |  |
| **13** | **Van** |  |  |
| **14** | **Truck** |  |  |
| **15** | **Discard/Disposal of Non-Hazardous Items** |  |  |
| **16** | **Other Services, Fees and/or Charges (please specify)** |  |  |

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

Signature: Title:

Print Name: Date:

**Attachment #3**

**SUPPLIER STATEMENT OF QUALIFICATIONS**

Company Name: Phone Number:

Company Address: Fax Number:

Contact Name: Contact Title:

Company website: Email:

Number of years in business:

Company’s financial rating: Duns or Bank reference (i.e., name and address of bank where company’s commercial account is located):   
  
List 3 current or recent clients for reference purposes.

|  |
| --- |
| Reference #1 |
| Company Name: |
| Address: |
| Phone Number: |
| Contact Name: |
| Date of Service: |
| Description of Service: |
| **Reference #2** |
| Company Name: |
| Address: |
| Phone Number: |
| Contact Name: |
| Date of Service: |
| Description of Service: |
| **Reference #3** |
| Company Name: |
| Address: |
| Phone Number: |
| Contact Name: |
| Date of Service: |
| Description of Service: |

Signature: Title: Date:

**Attachment #4**

**ETHICAL STANDARDS AFFIDAVIT**

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does 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 or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

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

Print name of Supplier: Signature:

Name of Company: City: State:

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**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: Seal

**Attachment #5**

**CONFLICT OF INTEREST AFFIDAVIT**

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

(3) The advertisement for bids (and proposals) shall do all of the following:

State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the supplier and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

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

**CHECK ONE OF THE TWO BOXES BELOW.**

⬜ List and describe all existing Conflicts of Interest. *(Attach an additional page if necessary.)*

⬜ To the best of my knowledge, no conflict of interest exists.

Print name of Supplier: Signature:

Name of Company: City: State:

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

**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: Seal

**Attachment #6**

**INSURANCE CERTIFICATE**

**SUPPLIER TO PROVIDE A COPY OF THEIR ORGANIZATION’S INSURANCE CERTIFICATE**

**Attachment #7**

**ASSURANCES AND CERTIFICATIONS**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

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

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

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. WRESA as a Michigan public entity is required to follow Public Act 517 of 2012.

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

Signature: Title: Date:

**Attachment #8**

**Wayne Regional Educational Service Agency Master Agreement**

This Master Service Agreement (the “Agreement”) is entered into as of this first day of XXXX, 2023 (“Effective Date”) by and between Wayne Regional Educational Service Agency (“WRESA”) located at 33500 Van Born Road, Wayne, Michigan 48184 and XXXXXX (“Supplier”), located at XXXXXXX. Collectively, WRESA and Supplier will be known as the “Parties” and individual as a “Party”.

WHEREAS, WRESA wishers to engage Supplier to provide certain services as described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

# **Services**

During the Term of this Agreement, WRESA shall:

XXXXXXXXX

WRESA has designated the following individual(s) as official approvers on its behalf:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Title** | **Phone** | **Email Address** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# **Supplier Responsibilities**

During the Term of this Agreement, Supplier agrees to timely furnish services, materials, information, resources and feedback as reasonably requested by WRESA. Supplier’s failure to do so may affect the terms, including without limitation, the payments for Services. In particular, Supplier agrees to furnish:

XXXXXXXXX

Supplier has designated the following individual(s) as official approvers on its behalf:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Title** | **Phone** | **Email Address** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# **Compensation**

WRESA’s fees for the Services during the Initial Term are:

XXXXXX

1. **Invoicing**

The invoice must detail the Services performed, the dates the Services were completed and shall detail expenses apart from the Supplier Fees. Any discounts, rebates or other credits and the basis and calculation for each should also be included. Supplier must submit to WRESA all invoices related to this Agreement within ninety (90) days from the date that services are rendered. WRESA is not obligated to pay any invoices submitted after this time frame.

# **Payment Terms**

Payment will be made within thirty (30) days after WRESA’s receipt of an invoice from Supplier.

Federal funds may be used to pay for all or part of the Services. These terms and conditions are dictated by the funding agency. WRESA must comply by ensuring that the Supplier understands 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 WRESA; all references to grantee or recipient are understood to refer to Supplier.

# **Taxes**

WRESA is exempt from all federal, state and local taxes. WRESA shall not be responsible for any taxes that are imposed on the Supplier. Furthermore, the Supplier understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to WRESA.

# **Term**

The term of this Agreement shall be for a period of three (3) years, with a start date of MM/DD/2023 and expiring on MM/DD/2026 (the “Initial Term”). The Initial Term will be known as the “Term”.

Two (2) additional one-year extension options *may* be exercised at the discretion of WRESA.

# **Relationship of the Parties**

The parties are Independent Contractors and no other relationship is intended, including without limitation a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant or other special relationship. Neither Party shall act in a manner which binds the other party or expresses or implies a relationship other than that of Independent Contractor.

# **Confidentiality**

1. The Parties may receive, or have already received, Confidential Information from one another in connection with this Agreement.
2. "Confidential Information" means any information (i) that is valuable to disclosing Party and its business, (ii) that is marked with the word “Confidential” if in a form which permits such marking or, if disclosed orally, is followed by written confirmation to the receiving Party within thirty (30) days of disclosure, and (iii) that is not generally known by the public, including without limitation, any technical or non-technical information, without regard to form, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
3. The term "Confidential Information" as used herein does not include any information that is (i) already known to the public or the receiving Party prior to disclosure by the disclosing Party, or (ii) subsequently made known to the public without any violation of this Agreement, or (iii) rightfully received by the receiving Party from a third party without similar restriction and without breach of this Agreement, or (iv) independently developed by the receiving Party without breach of this Agreement.
4. The receiving Party (i) shall hold disclosing Party’s Confidential Information in strict confidence, and (ii) may not disclose such information, in whole or in part, without the prior written consent of the disclosing Party, except as provided in [e] below.
5. The receiving Party may disclose the disclosing Party’s Confidential Information (i) as required by law, or (ii) to the receiving Party’s partners, agents, employees and other authorized representatives (collectively, the “Representatives”) who need to know such information in connection with the receiving Party’s provision of Services or other obligations under this Agreement. The receiving Party agrees to inform their Representatives of the nature of the Confidential Information and to require the Representatives to keep such information confidential.
6. The receiving Party may destroy the disclosing Party’s Confidential Information upon (i) termination of this Agreement, or (ii) receipt of written permission from the disclosing Party.

# **Compliance with Laws**

Each Party agrees to comply with all applicable laws in the performance of this Agreement.

# **Warranties and Warranty Disclaimer**

Supplier warrants that all Services will be performed in a professional and workmanlike manner in accordance with industry standards.

# **Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, WRESA'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT EQUAL TO SIX MONTHS WORTH OF FEES PAID UNDER THIS AGREEMENT.

# **Indemnification and Hold Harmless**

The Supplier shall indemnify and hold harmless WRESA, its officers, agents, and employees from:

1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
2. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
3. WRESA will not indemnify, defend or hold harmless in any fashion the Supplier from any claims arising from any failure on the part of the Supplier, its employees or suppliers, regardless of any language in any attachment or other document that the Supplier may provide.
4. The Supplier shall reimburse WRESA any expenses incurred as a result of the Supplier’s failure to fulfill any obligation in a professional and timely manner under the Agreement.

# **Insurance**

The Supplier must, at Supplier’s expense, procure and maintain during the life of this contract insurance hereafter as listed below:

1. Workers’ Compensation Insurance, including Employers Liability Coverage, at limits of $100,000 per occurrence/$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1 million per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
3. Contractual Liability;
4. Products and Completed Operations;
5. Per contract aggregate.
6. Automobile Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than $1 million per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
7. The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Wayne County Regional Educational Service Agency, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
8. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
9. Workers’ Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance, as described above, shall include an endorsement stating the following: “Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to WRESA Purchasing Consultant, 33500 Van Born Road, Wayne, MI 48184.”
10. If any of the above coverages expire during the term of this contract, the Supplier shall deliver renewal certificates and/or policies to WRESA at least ten (10) days prior to the expiration date.

# **Default and Termination**

1. In the event the Supplier shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, WRESA may notify the Supplier of such default in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Supplier as the manager or, in the case of notice by the Supplier, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Supplier in the proposal, or the address for WRESA in the case of notice by the Supplier.
3. Failure on the part of WRESA to notify the Supplier of default shall not be deemed a waiver by WRESA of WRESA’s rights on default of the Supplier and notice at a subsequent time will have the same effect as if promptly made.
4. Upon receipt of notice of default from WRESA, the Supplier shall immediately correct such default. In the event the Supplier fails to correct the default to the satisfaction of WRESA, WRESA shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Supplier of any liability to WRESA for damages sustained by virtue of any default by the Supplier.
5. The Supplier agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event WRESA prevails, the Supplier shall pay all expenses of such action including WRESA’s attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.
7. Termination of the Agreement by WRESA upon default by the Supplier shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Supplier, and the bonds shall so specify.

# **Miscellaneous**

1. Governing Law: This Agreement will be governed by the laws of the State of Michigan. The parties agree that the Wayne County Circuit Court will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
2. Use of Names and Trademarks: Except for acknowledging the existence of this Agreement, nothing in this Agreement confers any right to use any name, trade name, trademark, or other designation of either party to this Agreement in advertising, publicity, or other promotional activities.  However, either party may use the other party's name, trade name, trademark or other designation with the prior written approval of the other party.
3. Notices: All notices, requests and demands given to or made upon the Parties will be in writing and will be mailed properly addressed, postage prepaid, registered or certified, or personally delivered to either Party at the address listed below or to such other addresses as either Party may designate in writing. Such notice will be deemed received by the close of business on the date shown on the certified or registered mail receipt, or when it is actually received, whichever is sooner.

|  |  |
| --- | --- |
| To | Contact |
| WRESA: | Wayne RESA (WRESA)  33500 Van Born Road  Wayne, Michigan 48184  Attn: Purchasing |
| WRESA (email): | [purchasing@resa.net](mailto:purchasing@resa.net)  Subject: RFP WRESA-04-2023-2024-07 |
| Supplier: |  |
| Supplier (email): |  |

1. Severability: If any provision of the Agreement will be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.
2. Waiver: No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented.
3. Counterparts: Delivery by Facsimile or Email: This Agreement may be executed in one or more counterparts, all of which, taken together, will constitute one instrument. Any signature page delivered via facsimile or email will be binding to the same extent as an original signature page.
4. Integration Clause: This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter. No amendment, supplements, modification or waiver of this Agreement will be binding unless it is set forth in a written document signed by the Parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.
5. Force Majeure: No Party hereto shall be required to perform any obligation hereunder that is directly or indirectly prevented by delays of vendors or supplies, strikes, lockouts, fires, labor disputes, floods, accidents, war, orders or decrees of any court or other governmental authority, or any other causes whatsoever beyond the reasonable control of such Party, and the time for performance thereof will be extended by the number of days such performance is so prevented; provided, however, that the Party so prevented from performing will use its reasonable best efforts to remedy the cause or causes preventing it from performing.

# **Transition Responsibilities**

Upon termination or expiration of this Contract for any reason, Contractor must provide all necessary transition assistance as requested by WRESA, for a period not exceeding ninety (90) calendar days. The purpose of this transition assistance is to ensure the continued and uninterrupted progress of the Contract Activities and facilitate their orderly transfer to WRESA or its designated representatives. The transition assistance may include, but is not limited to:

1. Continuing to perform the Contract Activities at the established Contract rates.
2. Taking all reasonable and necessary steps to transition the work, including training, equipment, software, leases, reports, and other documentation, to WRESA or its designated representatives.
3. Complying with any necessary measures directed by WRESA to preserve, maintain, protect, or return any materials, data, property, or confidential information provided by any entity, agent, vendor, or employee of WRESA.
4. Transferring title and delivering completed or partially completed deliverables prepared under this Contract to WRESA, at WRESA's discretion, upon the termination date of the Contract.
5. Preparing accurate accounting for reconciling all outstanding accounts between WRESA and the Contractor.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of this date first set forth above.

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

**SUPPLIER: XXXXXX WAYNE REGIONAL EDUCATIONAL SERVICE AGENCY:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment #9**

**FEDERAL PROVISIONS ADDENDUM**

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with WRESA’s terms and conditions, including any attachments, schedules, or exhibits to WRESA’s Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. **Equal Employment Opportunity**

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR](https://www.govinfo.gov/content/pkg/CFR-2019-title41-vol1/pdf/CFR-2019-title41-vol1-part60.pdf)  [Part 60-1.3,](https://www.govinfo.gov/content/pkg/CFR-2019-title41-vol1/pdf/CFR-2019-title41-vol1-part60.pdf) and except as otherwise may be provided under [41 CFR Part 60,](https://www.govinfo.gov/app/details/CFR-2019-title41-vol1/CFR-2019-title41-vol1-subtitleB-chap60/summary) then during performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of [Executive Order 11246](https://www.dol.gov/ofccp/regs/statutes/eo11246.htm) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by [Executive Order 11246](https://www.dol.gov/ofccp/regs/statutes/eo11246.htm) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive](https://www.dol.gov/ofccp/regs/statutes/eo11246.htm)  [Order 11246](https://www.dol.gov/ofccp/regs/statutes/eo11246.htm) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](https://www.dol.gov/ofccp/regs/statutes/eo11246.htm) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](https://www.dol.gov/ofccp/regs/statutes/eo11246.htm) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1. **Davis-Bacon Act (Prevailing Wage)**

If this Contract is a **prime construction contract** in excess of $2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act [(40 USC 3141-3148)](https://www.govinfo.gov/app/details/USCODE-2018-title40/USCODE-2018-title40-subtitleII-partA-chap31-subchapIV) as supplemented by Department of Labor regulations [(29 CFR Part 5,](https://www.govinfo.gov/app/details/CFR-2019-title29-vol1/CFR-2019-title29-vol1-part5) “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), and during performance of this Contract the Contractor agrees as follows:

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141­3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, Contractors are required to pay wages not less than once a week.
4. **Copeland “Anti-Kickback” Act**

If this Contract is a Contract for construction or repair work in excess of $2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act [(40 USC 3145)](https://www.govinfo.gov/app/details/USCODE-2018-title40/USCODE-2018-title40-subtitleII-partA-chap31-subchapIV-sec3145), as supplemented by Department of Labor regulations [(29 CFR Part 3,](https://www.govinfo.gov/app/details/CFR-2019-title29-vol1/CFR-2019-title29-vol1-part3) “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

1. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.
4. **Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of $100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](https://www.govinfo.gov/app/details/USCODE-2018-title40/USCODE-2018-title40-subtitleII-partA-chap37-sec3702) and [3704,](https://www.govinfo.gov/app/details/USCODE-2018-title40/USCODE-2018-title40-subtitleII-partA-chap37-sec3704) as supplemented by Department of Labor regulations [(29 CFR Part 5)](https://www.govinfo.gov/app/details/CFR-2019-title29-vol1/CFR-2019-title29-vol1-part5), as applicable, and during performance of this Contract the Contractor agrees as follows:

1. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
4. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
5. **Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR](https://www.govinfo.gov/content/pkg/CFR-2019-title37-vol1/pdf/CFR-2019-title37-vol1-sec401-2.pdf)  [§401.2 (a)](https://www.govinfo.gov/content/pkg/CFR-2019-title37-vol1/pdf/CFR-2019-title37-vol1-sec401-2.pdf) and the recipient or subrecipient wishes to enter into a Contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401,](https://www.govinfo.gov/app/details/CFR-2019-title37-vol1/CFR-2019-title37-vol1-part401) “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

1. **Clean Air Act and the Federal Water Pollution Control Act**

If this Contract is **in excess of $150,000,** the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act [(42 USC](https://www.govinfo.gov/app/details/USCODE-2018-title42/USCODE-2018-title42-chap85)  [7401-7671q](https://www.govinfo.gov/app/details/USCODE-2018-title42/USCODE-2018-title42-chap85)) and the Federal Water Pollution Control Act [(33 USC 1251-1387](https://www.govinfo.gov/app/details/USCODE-2018-title33/USCODE-2018-title33-chap26)), and during performance of this Contract the Contractor agrees as follows:

**Clean Air Act:**

* 1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  2. The Contractor agrees to report each violation to WRESA and understands and agrees that WRESA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
  3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

**Federal Water Pollution Control Act:**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to WRESA and understands and agrees that WRESA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.
4. **Debarment and Suspension**

A “contract award” (see [2 CFR 180.220](https://www.govinfo.gov/app/details/CFR-2019-title2-vol1/CFR-2019-title2-vol1-sec180-220)) must not be made to parties listed on the government-wide exclusions in the [System for Award](https://sam.gov/SAM/pages/public/index.jsf)  [Management](https://sam.gov/SAM/pages/public/index.jsf) (SAM), in accordance with the OMB guidelines at [2 CFR 180](https://www.govinfo.gov/app/details/CFR-2019-title2-vol1/CFR-2019-title2-vol1-part180) that implement [Executive Orders 12549](https://www.archives.gov/federal-register/codification/executive-order/12549.html) [(51 FR 6370; February 21, 1986](https://www.govinfo.gov/content/pkg/FR-1986-02-21/pdf/FR-1986-02-21.pdf)) and 12689 [(54 FR 34131; August 18, 1989)](https://www.govinfo.gov/content/pkg/FR-1989-08-18/pdf/FR-1989-08-18.pdf), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549.](https://www.archives.gov/federal-register/codification/executive-order/12549.html)

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by WRESA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
5. **Byrd Anti-Lobbying Amendment.**

Contractors who apply or bid for an award of **$100,000 or more** must sign the required Certification Regarding Lobbying below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

1. **Procurement of Recovered Materials.**

Under [2 CFR 200.322,](https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-322/context) Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

1. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
2. Competitively within a timeframe providing for compliance with the Contract performance schedule;
3. Meeting Contract performance requirements; or
4. At a reasonable price.
5. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, [https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)
6. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
7. **Additional FEMA Contract Provisions**

The following provisions apply to purchases that will be paid for in whole or in part with

funds obtained from the Federal Emergency Management Agency (FEMA):

1. **Access to Records**. The following access to records requirements apply to this Contract:
2. The Contractor agrees to provide WRESA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions;
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed;
4. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract;
5. In compliance with the Disaster Recovery Act of 2018, WRESA and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
6. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
7. **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to WRESA, Contractor, or any other party pertaining to any matter resulting from the Contract.
8. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

**CERTIFICATION REGARDING LOBBYING**

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

1. 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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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Organization/Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: Title:

Print Name: Date: