

RFP # WR-920-071518

REQUEST FOR QUALIFICATIONS

FOR

Child Nutrition Point of Sale System

BID SUMMARY

Commodity/Service Being Requested: Child Nutrition Point of Sale system

Type of Solicitation: Request for Qualifications - It is the intention of Wayne RESA to competitively pre-qualify multiple contractors that will provide Child Nutrition Point of Sale Systems and associated equipment for government municipalities and schools. It is the desire of Wayne RESA through this process to pre-qualify and establish a list of contractors that will provide Child Nutrition Point of Sale Systems and associated equipment for the next five years.

Type of Resulting Contract: Statewide Cooperative Contract - As a result of this RFQu, Wayne RESA will work with the Michigan Association of Counties CoPro+ program to market and extend the Child Nutrition Point of Sale System and associated equipment contract(s) to other government municipalities and school districts statewide. Municipalities and school districts will have access to a pool of pre-qualified contractors available for Child Nutrition Point of Sale System and Equipment. The vendors will be competitively selected as having been qualified as defined within the qualification section of this RFQu. This contract will enable public municipalities, non-profit organizations, and school districts to "piggyback" and purchase on an "as needed" basis from the pool of contractors awarded by this competitively awarded contract.

Included in the award of this solicitation will be the selection and purchase of a Child Nutrition Point of Sale System and associated equipment by Detroit Public Schools one of our partnering districts. Detroit Public Schools is looking to implement all 127 buildings in early 2019. Please propose and submit a preliminary timeline for implementation of this project.

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

TIMETABLE	
Release of RFP:	November 1, 2018
Question & Answer Due Date:	November 15, 2018
Questions and Answers Responses Posted:	November 21, 2018
Proposals Due by (5:00 pm/ EST) *:	December 7, 2018
Evaluation/Clarifications/Negotiations:	December 2018
Notice to Award:	January 2018
Master Agreement Award Date:	January 2018

*Any response received later than the specified deadline will be disqualified.

Contacts with Wayne RESA Personnel: All contact with Wayne RESA regarding this RFP or any matter relating thereto must be sent in e-mail as follows:

Email address: copro@resa.net

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Solicitation Terms and Condition can be found at <http://www.resa.net/services/purchasing/>

SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Minimum Mandatory Requirements

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

- 1) Proposer must have three (3) years' experience, within the last five (5) years, providing a range of Child Nutrition Point of Sale Systems and associated equipment equivalent or similar to the equipment and services being requested by Wayne RESA. Proposers must be qualified and licensed vendors who specialize in Child Nutrition Point of Sale Systems and associated equipment.
- 2) If awarded, supplier will be required to present all product information in electronic catalogs; CoPro+ will assist with all catalog and technology requirements.

Proposer Response:

Please enter your responses in the "Proposer Response" text boxes provided. There is no requirement or limitation on the amount of words for your responses.

1.2 Product and Service Offerings

Wayne RESA is seeking service providers that have the depth, breadth and quality of resources necessary to provide a web-based Child Nutrition Point of Sale System and associated equipment. The solution offered must be specifically designed for use in an educational setting and offer a POS system, Free and Reduced Eligibility processing, online payments, menu planning and nutritional analysis, food production records, inventory management, accountability and reporting to meet the needs of school districts operating National School Breakfast, Lunch, Snack, Dinner, Child and Adult Care Food programs and Summer feeding programs.

The proposed system must provide easy access to all data contained in the food service database, in an industry common, non-proprietary format to be used in various reporting requirements.

All student data will be converted and continually updated to the new child nutrition system from the student information system by the software vendor with assistance from district staff.

The proposed solution must be a complete system consisting of software, installation, software customization, training, software support, and reporting. The district will jointly determine the number of custom reports required with the selected vendor. The district would like to continue to use hardware already in place, if possible. Vendor should provide a list of additional or new equipment needed to operate the system and a list of minimum requirements needed for new Point of Sale (POS) stations. Providers shall, prepare a written bid to include, but not be limited to, the following terms and conditions:

1. Respondents shall provide pricing for each service and product offered on a provider's price list. Price lists must accompany the proposal. The catalog/price list must be the regular, common available catalog/price list distributed to schools and/or government entities that are published by the manufacturer. Include a copy of the catalog/price list electronically from which discount is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage

discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

2. Each item proposed is to be priced separately with all ineligible items identified. It is anticipated that pre-qualified contract awards will be made to multiple vendors.
3. Wayne RESA is seeking a service provider that has the experience and resources necessary to provide all of the following products under this solicitation:
 - A. Point of Sale
 - B. Student Eligibility Management
 - C. Verification
 - D. Menu Planning and Nutritional Analysis
 - E. Online Payments
 - F. Inventory Management
 - G. Procurement
 - H. Meal Production
 - I. Order Processing
 - J. Parent Information System
 - K. All software system modules or programs must be USDA approved, and proof of approval must be provided in the reply to the RFP. Districts expect systems to provide everything needed to operate, report and meet record keeping requirements for all Child Nutrition Programs.
 - L. OTHER RELATED PRODUCTS AND ACCESSORIES
4. Bidders are to provide catalog/price list for all types of equipment and services being offered. Bidders are to include detailed specifications for current equipment and programs/modules being offered.
5. Bidders must offer pricing of all types of training available.
6. Bidders must submit a detailed timeline for implementation including training.
7. Bidders must provide costs for yearly service fees for existing customers and new customers.
8. Bidders must provide costs for central office setup.
9. Bidders please describe Community Eligibility Provision (CEP) specialized processes or programs available.
10. Bidders please provide any equipment leasing packages available to districts. 5 Year program is preferred.

1.3 Product Specifications

1.3.1 Reservation of Rights

All products being bid shall be certified as new and unused. Please bid top-of-the-line products. Generics are not preferred. The product lines of nationally recognized manufacturers who regularly advertise, promote and distribute catalog products to the school and local government market are preferred. However, Wayne RESA will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Wayne RESA further reserves the right to waive any irregularity or informality in the RFP process or any bid, and the right to award to one or multiple vendors. Wayne RESA reserves the right to add or delete products from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Wayne RESA may use the individual product cost or the sum of groups of products, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Wayne RESA reserves the right to request additional information from any or all bidders. Wayne RESA also reserves the right to select one or more vendors to award a contract to under this RFP. In the event a bid is accepted by Wayne RESA and the vendor asserts exceptions, special considerations or conditions

after acceptance, Wayne RESA, in its sole and absolute discretion, reserves the right to reject the bid and award other bidder(s).

1.3.2 Competition Promoted

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

1.4 Service Capabilities

1. Communication Plan/Contract Management

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

Proposer Response:

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2 Primary Account Representative

Proposers must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents. Include names, titles, address, phone number, and email addresses.

Proposer Response:

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1.5 Quotes/Order/Delivery Reporting/Customer Service

1. Generally

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

2. Ordering Process Capabilities

Proposers shall identify their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order.

Proposer Response:

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3. Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Wayne RESA. Describe your company's Customer Service Department (hours of operation, number and location of service centers, response times, etc.) Does your companies training services or Customer services representatives in house or do you outsource to other companies to provide these services.

Proposer Response:

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4. Purchase Orders

Eligible Agencies will issue POs directly to the Vendor. **Vendors should consider all orders from Eligible Agencies in Wayne RESA to be Wayne RESA orders regardless of whether or not the PO makes any reference to Wayne RESA, unless specifically directed otherwise by the ordering agency.** Issuance and order placement by an Eligible Agency hereby executes Wayne RESA contract terms and conditions and supersedes other terms and conditions that conflict on the PO. Resulting orders are to be shipped and billed directly to these institutions.

5. Product Specifications

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

1.6 Delivery Capabilities/Options

1. Delivery Time Frames

If there are services that might require a longer delivery time-frame please denote in the Additional Information column of the Pricing Schedule for the respective item.

- a) Summer Deliveries -Deliveries to schools that occur in the summer months (outside school operational calendars) must be coordinated with school customers. Many schools are closed during the summer. We suggest that, if schools do not include summer shipping directions, the vendor should contact them for clarification.

2. Reporting Capabilities

Proposers are required to submit quarterly sales reports and other reporting documents.

3. Shipping Errors

The receiving agencies have been instructed to make immediate inspection on receipt of products/services and to process payment documents promptly. Payment documents, however, will be delayed if the work fails to comply with specification requirements.

1.7 Pricing Schedule

1. Respondents shall provide pricing for each service and product offered on a provider's price list. Price lists must accompany the proposal. The Catalog/price list must be the regular, common available catalog/price list distributed to schools and/or government entities that are published by the manufacturer. Include a copy of the catalog/price list electronically from which discount is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

2. Price Guarantee

Price Stability Guarantee

For the first twelve months of the Agreement, the vendor must guarantee to provide the products at the proposed rates. The vendor can propose price increases or decreases after the above stated time period.

Promotional Pricing

Proposer may offer promotional pricing for awarded products and/or services during the contract term. Upon promotion expiration, the pricing must return to previous item price and remain in compliance with the Price Stability Guarantee.

Free On Board (F.O.B) Delivered/Destination (Required)

Prices shall be quoted "F.O.B. Delivered/Destination" to each Customer with transportation charges prepaid on all orders of one (1) or more.

3. Bid Pricing

Bid pricing must reflect Net 30 payment terms.

4. Quantity Term

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

5. Rebates and Special Promotional Capabilities

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

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

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

6. Tax Excluded from Price

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

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

7. Discounts

The Proposer may provide percentage discount based on order quantities. Additional discounts may be included and should be explained. Additional discounts may include Quick Payment Discounts, Volume Discounts, and Rebates. Discount amounts are to be completed in Attachment A.

8. Special Incentives

Wayne RESA is interested in any other special programs and alternative recommendations that vendors may have. Please discuss these programs, such as customer employee retail discounts, return policies, trade-in programs allowing the return of new product not needed, quantity discounts, green product offering, Michigan made products, etc.

Proposer Response:

In addition to completing the pricing information in Attachment A, provide any additional comments regarding pricing, discounts being offered, and information on other cooperative contracts held by respondent.

1.8 Price Assurance

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

All pricing submitted to WAYNE RESA shall include 1.5% administrative/remittance fee to be remitted to CoPro+ by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with WAYNE RESA/CoPro+.

SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, any RFP Addenda and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP #WR-920-071518 – Child Nutrition Point of Sale Systems and associated equipment.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, and agrees that its Bid, if accepted by Wayne RESA, will be the basis for the Bidder to enter into a contract with Wayne RESA in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Sections 2.3 – 2.7:
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
 - Certificate of Independent Price Determination
 - Clean Air and Water Certificate
 - Certification Regarding Lobbying Contracts, Grants, Loans, and Cooperative Agreements
 - U.S. Department of Energy Assurance of Compliance Non Discrimination in Federally Assisted Programs
6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against Wayne RESA based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the Wayne RESA shall hold Wayne RESA, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Wayne RESA, prior to award, and shall include an insurance certificate and additional insured certificate, naming Wayne RESA, which meets the minimum insurance requirements, as stated in the terms and conditions.

2.1 Company Profile

Official Name of Bidder:		Type of Entity/Organization (check one): ☐ Corporation ☐ Joint Venture ☐ Limited Liability Partnership ☐ Partnership ☐ Limited Liability Corporation ☐ Non-Profit / Church ☐ Other: _____
Street Address:		
City:		
State:	Zip Code:	
Website:		
Primary Contact Name:		
Primary Contact Phone Number		
Primary Contact Email Address:		
Dun & Bradstreet (D&B) Number (if applicable):		
Has your company been debarred by the Federal Government? ☐ Yes ☐ No <i>If yes, has it been lifted and if so, when?</i>		
Has your company been debarred by State Governments? ☐ Yes ☐ No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established:		
Signature:		
Name and Title of Signer:		
Date:		

2.2 References

Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 5 years.

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

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

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

2.3 Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

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

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 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. Wayne RESA as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature:
Date:

Notary
State of _____
County of _____
Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 20 _____.
Notary Public _____
My commission expires:

2.4 Certificate of Independent Price Determination

(A) By submission of this offer, the offeror certifies each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the manufacturer or processor certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Company's Authorized Representative / Position Title

Signature of Company Representation

Company Name

Date of Signature

2.5 Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c) (1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Charles Wolford, (e-signature)

Name of Manufacturer or Processor

Acting for Wayne RESA

THE MANUFACTURER OR PROCESSOR AGREES AS FOLLOWS:

To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased, or supervised by the Manufacturer or processor.

Company's Authorized Representative / Position Title

Signature of Company Representation

Company Name

Date of Signature

2.6 Certification Regarding Lobbying Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Company's Authorized Representative / Position Title

Signature of Company Representation

Company Name

Date of Signature

2.7 U.S. Department of Energy Assurance of Compliance Non Discrimination in Federally Assisted Programs

DOE F 1600.5
(06-94)

All Other Editions are Obsolete

U.S. Department of Energy

OMB Control No.
1910-0400

Assurance of Compliance

Nondiscrimination in Federally Assisted Programs

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR422 - GTN, Paperwork Reduction Project (1900-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1900-0400), Washington, DC 20503.

(Hereinafter called the "Applicant")

HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form, however, the obligation or both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy, Facilities of the Applicant (including the physical plants, building, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representation and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signature appears below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Designated Responsible Employee / Position Title

Signature of Company Representation

Signature

Date of Signature

DOE F 1600.5
(06-94)
All Other Editions are Obsolete

OMB Control No.
1910-0400

Applicant's Name

Telephone Number

Address

Date

Authorized Official:
President, Chief
Executive Officer or
Authorized Designee

Name and Title

Telephone Number

Signature

Date

SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key project dates and activities as well as instructions to proposers on how to prepare and submit their proposal:

TIMETABLE	
Release of RFP:	November 1, 2018
Question & Answer Due Date:	November 15, 2018
Questions and Answers Responses Posted:	November 21, 2018
Proposals Due by (5:00 pm/ EST) *:	December 7, 2018
Evaluation/Clarifications/Negotiations:	December 2018
Notice to Award:	January 2018
Master Agreement Award Date:	January 2018

*Any response received later than the specified deadline will be disqualified.

3.1 Wayne RESA Responsibility

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

3.2 Truth and Accuracy of Representations

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

3.3 Proposers Questions

Proposers may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by 5:00 pm EST (Eastern Standard Time) no later than Friday, December 7, 2018. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

Email address: copro@resa.net

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

3.4 Preparation of the Proposal

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

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

Section 1.0 – Bid Responses to Scope of Work and Pricing - The Proposer's proposal must include detailed responses to each of the outlined requirements in the boxes provided.

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

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

Responses in Section 1 should be entered in the "Proposer Response" text boxes. There is no requirement or limitation on the amount of words for your responses.

3.5 Bid Submission Deadline

The Deadline for receipt of Bids is: Friday, December 7, 2018, 5:00 PM EST (the "Due Date").

1. Submit an electronic version of your Bid to Wayne RESA via email to copro@resa.net not later than **5:00 p.m. on Friday, December 7, 2018**. Wayne RESA has no obligation to consider any proposal that is not timely received. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Wayne RESA not when the e-mail was sent. Proposals will not be accepted via U.S. mail or any other delivery method.
2. APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "RFP #WR-920-071518" with Company Name, and "message 1 of 3" as appropriate if the proposal consists of multiple emails. *Note: All e-mails from a Proposer must be received by Wayne RESA by the stated time and date in order for the proposals to be deemed submitted on time.*

3.6 Adherence to Mandatory Requirements (Pass/Fail)

Wayne RESA Administrator or designee shall review Section 2.0 Bidder Information and determine if the Proposer meets the minimum requirements as outlined in this RFP.

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

3.7 Evaluation Process

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

- A. Wayne RESA may contact the Proposer for clarification of the Proposer's Bid.
- B. Wayne RESA may use other sources of information to perform the evaluation.
- C. Wayne RESA may require the Proposer to submit additional and/or supporting materials.

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

After a prospective supplier has been selected, Wayne RESA and the prospective supplier(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Wayne RESA may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal. It is anticipated that pre-qualified contract awards will be made to multiple vendors.

3.8 Evaluation Criteria

- 1. Evaluation Factors for Statement of Work (Section 1) – 32 points
- 2. Company Profile (Section 2.1) - 10 points
- 3. References (Section 2.2) – 10 points
- 4. Training program and Implementation plan (Section 1) – 15 Points
- 5. Pricing (Section 1.7 and Attachment A) – 33 points

3.9 Optional Tools to Enhance Evaluation Process

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

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

3.10 Wayne RESA Option to Reject Proposals

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

3.11 Freedom of Information Act

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

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

marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

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

3.12 Contacts with Wayne RESA Personnel

All contact with Wayne RESA regarding this RFP or any matter relating thereto must be in e-mailed as follows:

Email address: copro@resa.net

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

3.13 Final Agreement Award Determination

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

Solicitation Terms and Condition can be found at <http://www.resa.net/services/purchasing/>