**WRESA-18-2024-2025-05**

# REQUEST FOR PROPOSALS FOR UFLI Classroom and Intervention Kits

## RFP SUMMARY

**Commodity/Service Being Requested:** This Request for Proposals (RFP) seeks to establish pricing for UFLI classroom and intervention kits for implanting UFLI Foundational Skills Curriculum.

**Type of Solicitation:** Request for Proposals (RFP) – Wayne RESA, in partnership with the Michigan Association of Counties (MAC) CoPro+ Program, is competitively soliciting and awarding a Master Agreement to a contractor or contractors for UFLI classroom and intervention kits.

**Type of Resulting Contract:** Statewide Cooperative Contract – As a result of this RFP, Wayne RESA will work with the Michigan Association of Counties CoPro+ program to market and extend the resulting contract to other public municipalities, non-profit organizations and schools statewide in having access to contract(s) for the goods/services outlined in this RFP. This contract will enable public municipalities, non-profit organizations, and schools to “piggyback” and purchase commodity/service on an “as needed” basis from the supplier(s). Proposers shall identify any limitations on commodities and/or services areas within their proposal.

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

**RFP Schedule:**

| **RFP TIMETABLE** | **DATE / TIME** |
| --- | --- |
| RFP Issue Date | May 9, 2024 |
| Submission of Question(s) from Supplier Due | May 13, 2024, by 12:00 p.m. Eastern Time |
| Answers to Supplier Questions Due | May 15, 2024 |
| **Proposals Due\*** | **May 20, 2024, by 12:00 p.m. Eastern Time** |
| Anticipated Agreement Award Date | May 27, 2024 |

**\*The system will not accept responses later than the specified deadline and late submissions will be disqualified.**

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

The Sole Point of Contact During this Solicitation Process is:

Steven Jackson

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

(312) 724-5577

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

Electronic forms of all solicitation documents are available online at: [Wayne RESA Bid Documents](https://www.resa.net/administrative-support/purchasing/request-for-proposal) or <http://www.bidnetdirect.com/resa>.

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

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

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

**Proposal Submission**: All Proposers must upload their proposals to through **BidNet** by accessing the following link: <http://www.bidnetdirect.com/resa>.

### SCOPE OF WORK AND PRICING REQUIREMENTS

**Note to Proposers**: Please enter your responses in the designated “Proposer Response” text boxes. There are no minimum or maximum word count restrictions for your responses.

### Minimum Mandatory Requirements

Proposals will be evaluated for compliance with the mandatory minimum requirements. Proposals that do not meet these criteria or are deemed non-responsive will be disqualified from further consideration.

Qualified proposers with a demonstrated ability to successfully deliver the goods and services specified in this RFP are encouraged to submit their proposals. Eligibility is contingent upon meeting the following requirement:

1. **Proposers must have successfully provided educational intervention kits or similar classroom resources to at least three (3) distinct public entities or educational organizations in the past five years.**

Proposers shall provide details of customer references in **Section 2.2, References**. Include relevant information for at least three (3) distinct public entities or educational organizations to whom you have successfully provided educational intervention kits or similar classroom resources within the past five years.

**Proposer Response:**

**Demonstrate that you meet the minimum mandatory requirements, by addressing each item below or referring to other section(s) of your proposal where this detail is provided.**

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**Proposer Response:**

**Please share any similar types of kits that you have curated and delivered to Districts in the past.**

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### Introduction and Background

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

### Scope of Work

Supplier to propose and provide 300 classroom UFLI Kits and 100 Intervention UFLI Kits for teachers who attend UFLI training through Wayne RESA. The supplier is accountable for delivering kits to Wayne RESA.

The kits need to contain all the materials and be labeled as either a Classroom Kit or Intervention Kit. Unless mutually agreed upon, the **awarded supplier shall deliver the kits to WCRESA by or before July 31, 2024.**

1. **Classroom Kits must include the following**:
   1. One (1) set of Sound Wall Materials and Heart Word Cards printed in color on Cardstock. These can be found at <https://ufli.education.ufl.edu/foundations/printable-resources/>.
   2. Thirty (30) sets of magnetic lowercase letters in a single color, individually packaged. The color red is preferred. All letters should be the same color including vowels.
   3. Four (4) sets of uppercase letters in a single color. Blue is preferred. The color cannot be the same as the lowercase letters. All letters should be the same color, including vowels.
   4. Thirty (30) burner covers. The following brand is preferred: <https://www.rangekleen.com/collections/burner-kovers/products/563-burner-kovers-square-white>
   5. Thirty (30) mats printed on glossy paper. Mats can be found at <https://drive.google.com/file/d/14otccERKyUaSTZ3Cc-aDBAY0TPTs10tA/view?usp=sharing>.
   6. One (1) roll of two-sided tape.
   7. Thirty (30) magnetic dry-erase boards for students. These should not be lined.
   8. Two (2) sets of approximately thirty-six (36) dry-erase markers.
   9. Thirty (30) small dry-erase markers.
2. **Intervention Kits must include the following**:
   1. One (1) set of Sound Wall Materials and Heart Word Cards printed in color on Cardstock. These can be found at <https://ufli.education.ufl.edu/foundations/printable-resources/>.
   2. Six (6) sets of magnetic lowercase letters in a single color, individually packaged. Red is preferred. All letters, including vowels, should be the same color.
   3. Four (4) sets of uppercase letters in a single color. Blue is preferred. The color cannot be the same as the lowercase letters. All letters should be the same color, including vowels.
   4. Six (6) burner covers. The following brand is preferred: <https://www.rangekleen.com/collections/burner-kovers/products/563-burner-kovers-square-white>
   5. Six (6) mats printed on glossy paper. Mats can be found at <https://drive.google.com/file/d/14otccERKyUaSTZ3Cc-aDBAY0TPTs10tA/view?usp=sharing>
   6. One (1) roll of two-sided tape.
   7. Six (6) magnetic dry-erase boards for students. These should not be lined.
   8. One (1) set of approximately 36 dry-erase markers.
   9. Six (6) small dry-erase markers

**Please confirm your compliance with the requirements of this section by checking Yes or No.**

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| **☐** Yes ☐ No |

**Proposer Response:**

**Please provide a detailed proposal that explicitly addresses the requirements detailed in Section 1.3 of the RFP. Your proposal should demonstrate how you intend to fulfill the delivery of both the Classroom UFLI Kits and Intervention UFLI Kits as specified. Specific questions follow.**

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**Meeting Specifications**:

1. Describe how your proposed products will meet the detailed specifications for the Classroom and Intervention UFLI Kits as listed in the RFP. This includes all components specified, such as sound wall materials, magnetic letters, burner covers, dry-erase boards, and other listed materials.

**Proposer Response:**

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**Methodologies and Production Process**:

1. Detail the production and sourcing methodologies you will utilize to ensure the quality and timely delivery of the kits.

**Proposer Response:**

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1. Explain any quality control processes you will implement to meet or exceed the specifications detailed.

**Proposer Response:**

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**Timelines:**

1. Provide a clear timeline for the production and delivery of the 300 Classroom UFLI Kits and 100 Intervention UFLI Kits, ensuring that all kits are delivered to Wayne RESA by or before July 31, 2024.

**Proposer Response:**

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**Unique Capabilities and Resources:**

1. Highlight any unique capabilities, resources, or technologies your organization will leverage to efficiently fulfill the required scope of work.

**Proposer Response:**

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1. Mention any logistical advantages or partnerships that support timely delivery and high-quality production.

**Proposer Response:**

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1. Discuss any innovative manufacturing or logistical approaches that you will apply to exceed standard service levels and enhance the effectiveness of the educational tools provided.

**Proposer Response:**

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### 1.3.2 Comprehensive List of Assumptions

Rather than have assumptions be scattered throughout the proposal, Wayne RESA requires that all assumptions be listed and explained in this section. Please ensure that all assumptions listed reference the appropriate section of the RFP and/or associated services**. Please indicate “N/A”, if this does not apply to your proposal**.

**Proposer Response:**

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### 1.3.3 RESERVED

### 1.3.4 Statewide Cooperative Contract

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

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

**Proposer Response: Please confirm your understanding by checking Yes or No.**

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| **☐** Yes ☐ No |

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### 1.4 Production Specifications

*1.4.1 Reservation of Rights*

All products being proposed shall be certified as new and unused. Please propose the product lines of nationally recognized manufacturers. However, Wayne RESA will evaluate the merits of all proposals submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all proposals or portions of proposals with or without cause. Wayne RESA further reserves the right to waive any irregularity or informality in the RFP process or any proposal, and the right to award to one or multiple vendors. Wayne RESA reserves the right to add or delete products from the solicitation, 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 proposals. Wayne RESA reserves the right to request additional information from any or all Proposers. Wayne RESA also reserves the right to select one or more vendors to award a contract to under this RFP. In the event a proposal 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 proposal and award other Proposer(s).

*1.4.2 Competition Promoted*

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

**Proposer Response: Please confirm your understanding by checking Yes or No.**

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| **☐** Yes ☐ No |

### 1.5 Product Specifications

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

**Proposer Response: Please confirm your understanding by checking Yes or No.**

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| **☐** Yes ☐ No |

### 1.6 Service Capabilities

*1.6.1 Primary Account Representative*

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

**Proposer Response:**

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### 1.7 Customer Service

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

**Proposer Response:**

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### 1.8 Purchase Orders

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

**Proposer Response: Please confirm your understanding by checking Yes or No.**

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| **☐** Yes ☐ No |

### 1.9 Delivery and Acceptance

All pricing must reflect net 30 payment terms. Proposer should address the following items and costs in their proposal and other items/costs that they are aware of that may not have been requested in this proposal.

* Ordering/customer service capabilities and procedures.
* Policies and procedures for an organization accepting product/service.

**Proposer Response:**

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**Proposer Response: Please confirm your understanding by checking Yes or No.**

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| **☐** Yes ☐ No |

### 1.10 Management and Staff

Proposer should address the following items in their proposal.

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

**Proposer Response:**

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### 1.11 Subcontractors

If subcontractors will be used, provide information about the subcontractors' capabilities, experience, and the services they will provide.

**Proposer Response:**

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### 1.12 Pricing Schedule

Respondents will provide pricing information as **Attachment A** that will be utilized when evaluating price competitiveness.

1.12.1 RESERVED

1.12.2 Proposal Pricing

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

1.12.3 Quantity Term

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

1.12.4 Tax Excluded from Price

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

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

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

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| **☐** Yes ☐ No |

### 1.12 Price Assurance

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

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

**Proposer Response:**

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

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| **☐** Yes ☐ No |

**If “NO” was answered on any items in Section 1, please explain:**

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### PROPOSER INFORMATION AND ACCEPTANCE

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

The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the solicitation documents of this RFP. **Solicitation Terms and Conditions can be found at** <https://www.resa.net/administrative-support/purchasing/request-for-proposal> as (DOC) [CoPro+ Contract Terms and Conditions](https://resanet.finalsite.com/fs/resource-manager/view/37d4c62f-a8ec-4d15-9232-98486e323064)

1. The undersigned has reviewed the solicitation documents and fully understands the requirements in this solicitation and that each proposer who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its proposal, if accepted by Wayne RESA, will be the basis for the Proposer to enter into a contract with Wayne RESA in accordance with the intent of the solicitation documents.
2. The undersigned acknowledges receipt and acceptance of all addenda.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:

* 2.3.1 - Contractor’s Employment Eligibility
* 2.3.2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
* 2.3.3 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
* 2.3.4 - Assurance Regarding Access to Records and Financial Statements
* 2.3.5 - Iran Economic Sanctions Act
* 2.3.6 - Certificate of Independent Price Determination
* 2.3.7 - Clean Air and Water Certificate
* 2.3.8 - Certifications/Disclosure Requirements Related to Lobbying
* U.S. Department of Energy Assurance of Compliance Non-Discrimination in Federally Assisted Programs

1. The undersigned acknowledges that proposer will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated solicitation documents.
2. It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and, if applicable, the site conditions. By the submission of a proposal, the proposer certifies that if awarded a contract they will make no claim against Wayne RESA based upon ignorance of conditions or misunderstanding of the specifications.
3. Patent indemnity: Vendors who do business with the Wayne RESA shall hold Wayne RESA, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
4. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Wayne RESA, prior to award, and shall include an insurance certificate and additional insured certificate, naming Wayne RESA, which meets the minimum insurance requirements, as stated in the terms and conditions.

**Acknowledgment and Acceptance:**

By signing below, the undersigned acknowledges and agrees to all terms, conditions, certifications, and requirements as outlined in this RFP, including those specified in Section 2.3.

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| Printed Name & Title of Authorized Representative |  | Signature of Authorized Representative |
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| Company Name |  | Date of Signature |

### 2.1 Proposer Profile

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

### 2.2 References

Proposers are required to provide a minimum of three (3) customer references for contracts of similar scope completed within the past five years. In the 'Description of Services Provided' field, clearly detail experiences that are directly relevant to the services outlined in this RFP. This information should demonstrate your capability and track record in successfully delivering similar services.

| **Reference Detail Required** | **Proposer’s Response** |
| --- | --- |
| Reference Company Name: |  |
| Reference Address: |  |
| Years Serviced: |  |
| Description of Services Provided: |  |
| Annual Volume of Transactions: |  |
| Contact Person: |  |
| Contact’s Title/Role: |  |
| Contact E-mail Address: |  |
| Contact Phone Number: |  |

| **Reference Detail Required** | **Proposer’s Response** |
| --- | --- |
| Reference Company Name: |  |
| Reference Address: |  |
| Years Serviced: |  |
| Description of Services Provided: |  |
| Annual Volume of Transactions: |  |
| Contact Person: |  |
| Contact’s Title/Role: |  |
| Contact E-mail Address: |  |
| Contact Phone Number: |  |

| **Reference Detail Required** | **Proposer’s Response** |
| --- | --- |
| Reference Company Name: |  |
| Reference Address: |  |
| Years Serviced: |  |
| Description of Services Provided: |  |
| Annual Volume of Transactions: |  |
| Contact Person: |  |
| Contact’s Title/Role: |  |
| Contact E-mail Address: |  |
| Contact Phone Number: |  |

### 2.3 Assurances and Certifications Form

This document contains multiple assurances and certifications that the undersigned party agrees to and certifies. By signing earlier in this section, the undersigned agrees to comply with all the terms and conditions set forth in each section.

**2.3.1 Contractor's Employment Eligibility:**

* + Compliance with federal and state employment eligibility laws including ARS subsection 41-4401, ARS subsection 23-214, and FINA. The contractor is responsible for compliance verification costs.

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

* + The undersigned certifies non-participation in debarment or suspension activities and will attach explanations if unable to certify.

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

* + Agreement to comply with all federal and Michigan laws and regulations prohibiting discrimination.

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

* + Agreement to provide access to records and financial statements as required by law.

**2.3.5 Iran Economic Sanctions Act Compliance:**

* + Certification of non-affiliation with Iran Linked Businesses as defined by Public Act 517.

**2.3.6 Certificate of Independent Price Determination**

* + Certification of compliance with lobbying restrictions as outlined in Public Law 101-121 and related regulations.

**2.3.7 Certifications/Disclosure Requirements Related to Lobbying:**

* + Certification of compliance with lobbying restrictions as outlined in Public Law 101-121 and related regulations.

**2.3.8 Certification Regarding Lobbying Contracts, Grants, Loans, and Cooperative Agreements:**

* + Certification of compliance with lobbying restrictions under U.S. Code section 1352, title 31.

**2.3.9 Contractor’s Employment Eligibility**

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

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

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

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

**2.3.10 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.

**2.3.11 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.

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

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

**2.3.13 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.

**2.3.14 Certificate of Independent Price Determination**

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

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

**2.3.15 Certifications/Disclosure Requirements Related to Lobbying:**

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

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

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

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

**2.3.16 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.

### SUBMISSION, EVALUATION, & AWARD PROCESS

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

### 3.1 Wayne RESA Responsibility

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

### 3.2 Truth and Accuracy of Representations

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

### 3.3 Proposers Questions

Proposers may submit written questions regarding this RFP exclusively **via the MITN website (BidNet Direct**) here <https://www.bidnetdirect.com/mitn/resa>.

Please ensure **all questions are submitted by the deadline specified on the cover page of this RFP**. When submitting questions, proposers should specify the RFP section and paragraph number, and quote the language that prompted the question. This will ensure that the questions can be quickly and accurately addressed.

Wayne RESA reserves the right to group similar questions when providing answers. Wayne RESA may modify the RFP at any time during the solicitation process. All changes to the RFP will be posted under the solicitation 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 – Scope of Work and Pricing Requirements** - The Proposer’s proposal must include detailed responses to each of the outlined requirements in the text boxes provided. There is no requirement or limitation on the amount of words for proposer’s responses.

**Section 2 – Proposer Information and Acceptance** – The Proposer will be required to complete the information in this section and provide required signatures.

**Attachment A – Pricing Schedule** – The Proposer will be required to provide their pricing schedule per the instructions provided in Attachment A.

**Attachment B - Minimum Insurance Requirements** - The Proposer will be required to identify if they meet the minimum insurance requirements provided in Attachment B.

### 3.5 Proposals Submission Deadline and Guidelines for Consideration

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

To ensure your proposal is eligible for review, it is imperative to adhere to the following guidelines detailed in this RFP:

* + - 1. Proposals must be submitted via BidNet here: <https://www.bidnetdirect.com/mitn/resa>
         1. **Submission Format**: Proposals should be provided in a modifiable format (e.g., Microsoft Word or Excel). Additionally, you may include copies in a non-modifiable format (e.g., PDF).
         2. **Late Submissions**: Proposals submitted after the specified deadline will not be considered.
      2. Proposal Review Process:
         1. Opening or downloading a proposal does not equate to WRESA’s acceptance of the Proposer as responsive or responsible.
      3. Proposal Compliance:
         1. By submitting a proposal, Proposers affirm their comprehensive understanding of the RFP, specifications, terms of the Form of Contract, and WRESA’s Procurement Ordinance. It also implies an agreement to comply with all stipulations and requirements stated therein.
      4. Submission Method Restrictions:
         1. Proposals transmitted via facsimile, telegraph, or email will not be accepted.
      5. Financial Responsibility:
         1. All costs incurred in preparing and presenting the proposal, as well as in any resulting contract, are solely the responsibility of the Proposer. These costs will not be reimbursed. All documentation submitted becomes the property of WRESA.

### 3.6 RESERVED

### 3.7 Evaluations Process

All proposals will be reviewed for compliance with the mandatory requirements stated within this RFP. Proposals not meeting the mandatory requirements may 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 their proposal.

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

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

### 3.8 Evaluation Criteria

|  | **Technical Evaluation Criteria** | **Points** |
| --- | --- | --- |
| 1. | **Prior Experience and Past Performance** – Including but not limited to the following: past performance, experience providing the services for similarly size and scope clients, experience providing services in a district setting. | 40 |
| 2. | **Product and Service Offering and Capabilities** – Including but not limited to the following: adherence to specifications and capabilities for meeting requirements of this RFP. | 60 |
|  | **Total Points Possible** | **100** |

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

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

### 3.9 Optional Tools to Enhance Evaluation Process

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

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

Selected Suppliers may be required to participate in interviews. Failure of a Supplier to participate on the date scheduled may result in the rejection of the Supplier’s proposal.

### 3.10 Wayne RESA Option to Reject Proposals

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

### 3.11 Freedom of Information Act

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

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

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

### 3.12 Contacts with Wayne RESA Personnel

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

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

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

### 3.13 Final Agreement Award Determination

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

**Attachment A – Pricing Schedule**

Additional pages may be added as needed to propose alternative items, package deals, or solutions. Pricing shall be all inclusive. 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.

| **Qty** | **Description** | **Each Price** | **Total Price** |
| --- | --- | --- | --- |
| 300 | Teacher Kits | $ | $ |
| 100 | Intervention Kits | $ | $ |
| 400 | Cost of Delivery of Kits | $ | $ |

**Supplier Response:** What is the cost of shipping if all kits are delivered to the same place? Is this accounted for in your total price above, or in addition to this?

|  |
| --- |
|  |

**Supplier Response:** Provide your estimated Ship Duration and Delivery Date and how much lead time will be needed to complete kits?

|  |
| --- |
|  |

**Supplier Response:** If Districts need additional kits, are they able to order directly with the vendor using the same costs as quoted to Wayne RESA. Please indicate the term you will honor this pricing, and how adjustments would be handled during option years.

|  |
| --- |
|  |

In addition to the pricing for UFLI kits, WRESA reserves the right to amend the resulting agreement to include additional related items through the amendment process. Vendors may provide a listing of optional items not provided in the above using the table below. Additionally, we may request new items including but not limited to Classroom and Intervention UFLI materials as recommended by UFLI, at any time during the term and option years of the contract.

**Supplier Response (Optional):** Provide Additional Items at WRESA’s Option (if any).

| **Description** | **Unit Price** |
| --- | --- |
|  |  |
|  |  |

**Supplier Response (Optional):** Provide any additional pricing considerations for WRESA.

|  |
| --- |
|  |

**Attachment B - Minimum Insurance Requirements**

**Please note, these are the minimum coverage amounts.**

**1. General Liability Insurance:**

* Minimum Coverage Amount: $1,000,000 per occurrence
* General Aggregate: $2,000,000

**2. Workers' Compensation Insurance:**

* Compliance with all state and federal requirements

**3. Commercial Auto Insurance (if applicable):**

* Minimum Coverage Amount: $500,000 per accident

**4. Professional Liability Insurance (Errors and Omissions Insurance):**

* Minimum Coverage Amount: $1,000,000 per occurrence

**5. Umbrella/Excess Liability Insurance:**

* Minimum Coverage Amount: $2,000,000 per occurrence

**Additional Insured Endorsements:**

* Endorsements naming your organization (WRESA) and its Cooperative Member Institutions as additional insured parties under the policies mentioned above.

**Proposer Response:**

**Please confirm you can provide a Certificate of Insurance that meets the coverage types and dollar amounts above if awarded a master agreement through this RFP.**

|  |
| --- |
| **☐** Yes ☐ No |

**If “NO” was answered please explain what coverage you do not meet and the coverage amounts:**

|  |
| --- |
|  |