

SECTION 1.0 – PROPOSER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Minimum Mandatory Requirements

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

Interested and qualified proposers that can demonstrate their ability to successfully provide the goods and services requested under this RFP are invited to submit proposal(s), provided they meet the following requirements:

- 1. Experience and Past Performance:** Proposers must demonstrate a minimum of 5 years of experience in each specialization they are bidding for in commercial educational facilities buildings of at least 60,000 sf. Include a list of past projects, with brief descriptions and client contact information for reference.
- 2. Licensing and Certification:** Proposers must hold valid and current licenses and certifications authorized by the State of Michigan for each specialization area they bid on, where such credentials are legally or professionally required. In cases where state-specific licensing is not mandated, this requirement may be waived. Proof of applicable credentials, including evidence of authorization to operate within the State of Michigan, must be included in the proposal.
- 3. Insurance and Bonding:** Proposers are required to have general liability insurance as specified in Attachment C and appropriate bonding, if required in future Statement of Work (based on specific project requirements).

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

Proposer Response:

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.

Bayview Electric Company, LLC is an experienced ISO 9001:2015 registered electrical and technology contractor that provides industrial, commercial and institutional electrical contracting services. Delivery methods include design build/assist and plan/specification projects. Scope of service includes JIW (Inside Wiremen medium/high voltage) and Technology (Structured Cabling, CCTV, Audio/Video, Security, Access Control, Wi-Fi, DAS) work. We have an excellent track record of quality, safety and integrity which ensures our electrical installations proceed smoothly and on time. Our current Safety EMR is .85 and we are an ISNetworld safety approved contractor.

Please see the attached Company Profile Document for more information. See attached documents for generic COI and Bonding Capacities.

Services will be as needed for the time period from **March 20, 2024, through March 19, 2027**. 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 includes two options years and may be extended in writing for up to two (2) additional years in one (1) year increments.

1.3 Requirements and Specifications

The following are the service categories for which vendors may seek master agreements through this RFP:

1. **Construction and Renovation:**
 - This includes general construction, demolition, and renovation services, covering a broad range of activities necessary to complete a project.
2. **Painting and Finishing:**
 - Interior and exterior painting, as well as finishing services like staining, varnishing, and wallpapering.
3. **Electrical and Lighting:**
 - All electrical system installations, maintenance, and lighting solutions.
4. **Carpentry and Woodworking:**
 - Encompasses carpentry, woodworking, and cabinetry services.
5. **Flooring and Tiling:**
 - Installation, repair, and maintenance of various flooring materials and tiling.
6. **Doors and Hardware:**
 - Installation, repair, and maintenance services for various types of doors and related hardware. This includes entrance doors, interior doors, security doors, automatic doors, and the associated locking mechanisms, handles, and fittings.
7. **Exterior Work:**
 - This category can include roofing, landscaping, and masonry, covering a variety of exterior construction and maintenance services.

Please confirm your understanding by checking Yes or No.

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
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Proposer Response:

Indicate which Service Category you are proposing to provide services for, by completing the table

below.

	Service Category	Seeking to provide services for? (Yes / No)
1.	Construction and Renovation:	NO
2.	Painting and Finishing:	NO
3.	Electrical and Lighting:	YES
4.	Carpentry and Woodworking:	NO
5.	Flooring and Tiling:	NO
6.	Doors and Hardware:	NO
7.	Exterior Work:	NO
8	Added by Bayview – Low Voltage Technologies	YES

1.3.1 Service Category Questions

The Proposer shall complete the questionnaire in **Attachment B – Service Category Qualifications** for each Service Category they seek to provide services for, to demonstrate their experiences and qualifications providing those services.

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:

See attached Standard Service Rates Sheet for assumptions for minimum hours and fees for material/equipment.

1.3.3 Two-Tier Contracting Process

This two-tier contracting process for specific engagements will be as follows:

Tier One: The primary goal of this tier is to establish multiple optional use contracts with vendors by **Service Categories** based on an evaluation of their **capabilities, experience, staffing and pricing**. The Tier One vendors will be selected through this RFP process. The rates submitted during this tier will serve as a not to exceed rate card for each contractor, setting the maximum hourly rates that can be charged for services in the subsequent tier. It's important to note that the rate cards submitted are not assumed to include prevailing wage or Davis Bacon Act rates; however, adjustments to the rates can be made in Tier Two if a project requires adherence to these wage standards.

Tier Two: Upon the establishment of master agreements, WRESA reserves the right to engage with one or more contractors awarded Tier One agreements to solicit Statements of Work (SOWs) for specific projects with specific scope outlined. The Tier Two request may be directed to a single vendor or multiple vendors within the relevant service category, depending on the project needs and at the discretion of the requesting entity.

Vendors shall leverage their rate card from Tier One to propose a firm fixed price for the project outlined in the SOW (See Attachment D for a sample). While the proposed pricing cannot exceed the rates set in Tier One, vendors have the latitude to offer lower pricing based on the specifics of the SOW. An exception to this rule is when the SOW requires adherence to prevailing wage or Davis Bacon Act rates, in which case the rates may be adjusted accordingly.

This two-tier approach provides flexibility to WRESA in selecting vendors while promoting competitive pricing and adherence to quality standards. It is the discretion of WRESA and Coop Members to determine whether to solicit a single vendor or multiple vendors for SOWs in Tier Two, aligning with the overarching goal of achieving favorable pricing and high-quality service delivery for each project.

WRESA reserves the right to limit the number of vendors awarded master agreements during the RFP evaluation process to align with specific service needs and project requirements. Additionally, we retain the discretion to open up the process to award additional master agreements as needed, and add additional service categories to existing and new contracts.

WRESA will utilize other contracting vehicles or issue separate RFPs for specific services or projects at their discretion. This approach ensures we have the flexibility to meet diverse contracting needs and are not exclusively bound to use the master agreements established by this RFP.

Proposer Response: Please confirm your understanding by checking Yes or No.	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

1.3.2 Statewide Cooperative Contract

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

All pricing submitted to Wayne RESA and its participating entities shall include a 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.

Yes No

1.4 Production Specifications

1.4.1 Reservation of Rights

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

1.4.2 Competition Promoted

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

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

Yes No

1.5 Product Specifications

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

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

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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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 bid documents.

Proposer Response:

ROBERT DAVIES (CEO) -PERFORMANCE OF A RESULTING CONTRACT 313-255-5252 RDAVIES@BAYELECTRIC.COM JOE DAWSON (SERVICE)-WORK DISPATCHING, REPORTS, INVOICING AND BID DOCUMENTS 248-303-5251 (24-7 Cell) OR 313-255-5252 EXT. 7881 (Office) JDAWSON@BAYELECTRIC.COM
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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:

Hours of operation: 24-7 Emergency response time: 2 hours OT outside of 7:00am to 3:30pm or Saturdays (1.5X) and Sundays (2X) Minimum 4 hours JOE DAWSON-24-7 WORK DISPATCHING 248-303-5251 (24-7 Cell) OR 313-255-5252 EXT. 7881 (Office) JDAWSON@BAYELECTRIC.COM

1.8 Purchase Orders

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

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

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 bid.

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

Proposer Response:

Bayview is an ISO compliant company that has procedures and support staff to handle incoming calls and invoicing requirements. 30 net is acceptable.
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Proposer Response: Please confirm your understanding by checking Yes or No.

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

1.10 Management and Staff

Proposer should address the following items in their proposal.

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

Proposer Response:

PROJECT MANAGEMENT/ESTIMATING: JOE DAWSON ACCOUNTING: SHELLY REIBE

SAFETY COORDINATOR: TINY RUNGE
PURCHASER: MIKE BRYJA
Most of Bayview employees have previously been and are current with background checks due to the amount of work Bayview performs at the WCAA/DTW airport and with the government.

1.11 Subcontractors

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

Proposer Response:
No subcontracting anticipated.

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 Bid Pricing

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

1.12.3 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.

Proposer Response:

Include any comments regarding pricing, discounts being offered, and information on other cooperative contracts held by respondent.

Pricing provide in attached documents. Bayview is attempting to propose accurate rates by indicating the current and then escalated labor rates as opposed to one standard rate over the duration of the contract term.

1.12 Price Assurance

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

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

Proposer Response:

Please confirm your understanding by checking Yes or No.

Yes No

If "NO" was answered on any items in Section 1, please explain:


SECTION 2.0 – PROPOSER INFORMATION AND ACCEPTANCE

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

The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of this RFP.

2. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each proposer who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Wayne RESA, will be the basis for the Proposer to enter into a contract with Wayne RESA in accordance with the intent of the bid documents.
3. The undersigned acknowledges receipt and acceptance of all addenda.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
 - Contractor’s Employment Eligibility
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
 - Certificate of Independent Price Determination
 - Clean Air and Water Certificate
 - Certifications/Disclosure Requirements Related to Lobbying
 - U.S. Department of Energy Assurance of Compliance Non-Discrimination in Federally Assisted Programs
5. The undersigned acknowledges that proposer will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated bid documents.
6. It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and, if applicable, the site conditions. By the submission of a bid, the proposer certifies that if awarded a contract they will make no claim against Wayne RESA based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Vendors who do business with the Wayne RESA shall hold Wayne RESA, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This

2.1 Company Profile

Company Profile
Official Name of Proposer: BAYVIEW ELECTRIC COMPANY, LLC
Street Address: 12230 DIXIE STREET
City: DETROIT
State: MICHIGAN
Zip Code: 48239
Website: www.bayelectric.com
Primary Contact Name: JOE DAWSON
Primary Contact Phone Number: 248-303-5251, 313-255-5252 EXT 7881
Primary Contact Email Address: JDAWSON@BAYELECTRIC.COM
Dun & Bradstreet (D&B) Number (if applicable):187195180
Has your company been debarred by the Federal and/or State Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>
Have you ever been in bankruptcy or in reorganization proceedings? NO
Brief history of your company, including the year it was established: Please see attached Company Profile Document
Signature: 
Name and Title of Signer: JOE DAWSON/PROJECT MANAGER
Date: 02/26/2024

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.

ROBERT DAVIES

Printed Name of Authorized Representative
 BAYVIEW ELECTRIC COMPANY, LLC

Company Name



Signature of Authorized Representative
 02/26/2024

2-26-24

Date of Signature

Notary	
State of	<u>Michigan</u>
County of	<u>Wayne</u>
Sworn to and subscribed before me, a notary public in and for the above state and county, on this <u>26</u> day of <u>February</u> , 20 <u>24</u> .	
Notary Public	<u>V. Watkins</u>
My commission expires:	<u>6/26/2025</u>

VICKI L. WATKINS
 Notary Public - Michigan
 Wayne County
 My Comm. Expires June 26, 2025

2.2 References

Provide a minimum of three (3) customer references similar scope dating within the past 5 years. Please identify any experience relevant to the services you propose to provide through this RFP within the Description of Services:

Entity Name: Greg Lyons/Exela	
Contact Name: Greg Lyons	Title: Facility Manager
City: Troy	State:MI
Phone Number: 650-303-9100	Years Serviced: 12 years
Description of Services: Data Center and facility to support local offices in Troy/Livonia	
Annual Volume:\$100,000	

Entity Name: Ford Field	
Contact Name: Fred Reddig	Title: Facility Manager
City: Detroit	State: MI
Phone Number: 586-212-0239	Years Serviced: 20
Description of Services: All electrical work at Ford Field (Detroit Lions)	
Annual Volume: \$250,000 – 1,000,000	

Entity Name: Raymond James	
Contact Name: Bill Shumacher	Title: Facility Manager
City: Southfield	State: MI
Phone Number: 248-214-0148	Years Serviced: 10
Description of Services: Maintain facilities at the Raymond James offices and data center	

Annual Volume: \$50,000

Entity Name: Sevita	
Contact Name: Bill Carlton	Title: Facility Manager
City: Various Facilities	State: MI
Phone Number: 734-664-0870	Years Served: 10
Description of Services: Maintain facilities at various medical facilities	
Annual Volume: \$100,000	

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 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.

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

- (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.

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.

Bayview accepts/approves these requirements

Attachment A – Pricing Schedule

1. Submission of Hourly Labor Rates:

Proposers are required to submit their hourly labor rates along with their proposal that addresses each Service Category proposed. These rates should be your maximum rates and will be used as the 'Not-to-Exceed' (NTE) rates for evaluation purposes.

Clearly indicate these rates as 'Hourly Not-to-Exceed Labor Rates'.

2. Role of Hourly Rates in Tier-Two Process:

The provided hourly labor rates will form the foundation for establishing Not-to-Exceed (NTE) firm fixed prices in the subsequent Tier-Two selection process. Contractors will not be compensated on an hourly basis unless explicitly specified in the future Tier-Two Statement of Work (SOW). The primary method of compensation will be detailed in the Tier-Two SOW.

3. Alternative Pricing Structures:

While hourly rates are essential, proposers may also present alternative pricing structures for consideration by WRESA. These alternative structures should be based on the goods and services you propose to offer and may include package deals, bulk discounts, or other innovative pricing models.

4. Detailed and Transparent Pricing:

All pricing information should be detailed, transparent, and easily understandable. Ensure that any assumptions or conditions that affect pricing are clearly stated.

Proposer Response: Provide Pricing Schedule as Attachment A.

See attached price sheets

Attachment B – Service Category Qualifications

Service Category	Seeking to provide services for? (Yes / No)	Years of Experience with Service Category	Relevant Certifications (If applicable)
1. Construction and Renovation			
2. Painting and Finishing			
3. Electrical and Lighting	X	50+	Electrical License
4. Carpentry and Woodworking			
5. Flooring and Tiling			
6. Doors and Hardware			
7. Exterior Work			

Proposal shall address each Service Category individually within the response boxes provided below. Alternatively, you can repeat the tables for each Service Category, providing separate responses for A, B, C, and D for each category as applicable.

A. Capability Statement:

- Provide a comprehensive statement of your capabilities related to the service category.
- Highlight unique capabilities or technologies you use.

Proposer Response:

See attached Company Profile Document

B. Experience and Qualifications:

- Detail your experience and qualifications specifically for the service category.

- Include any relevant projects, certifications, or training.

Proposer Response:

Bayview performs maintenance for many customers on full size/large electrical and through our Service Group. This includes data centers, educational facilities, airport facilities, sports/stadium facilities and general office and industrial settings.

C. Approach and Methodology:

- Describe your approach and methodology for performing the work outlined in the service category.
- Include steps, tools, and strategies you employ.

Proposer Response:

Bayview currently has worked with RESA and has performed quoted and T&M work and would continue to do so. Work is typically performed on an as needed basis and invoiced per signed T&M sheets or quoted proposals that are approved by RESA personnel.

D. Key Personnel:

- Identify key personnel who will be involved in this service category.

Proposer Response:

Joe Dawson and Wm. "Tiny" Runge

Attachment C - Minimum Insurance Requirements

Please note, these are the minimum coverage amounts, and may be adjusted during the project specific SOW request, based on the nature and scale of the projects, risk tolerance, and industry-specific requirements.

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.

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

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

The following may be required depending on work type and will be identified within the project specific scope of work if applicable.

6. Property Insurance (if applicable):

- Coverage for owned or leased property as appropriate

7. Pollution Liability Insurance (if applicable):

- Minimum Coverage Amount: As required by applicable laws and regulations

DRAFT – EXAMPLE

1. Project Schedule:

As indicated in previous sections

2. Specifications and Requirements for Work:

See attached pricing sheets

3. Additional Requirements:

None

4. Prevailing Wage Requirement:

Bayview is a Local 58/IBEW contractor

X Yes No

5. Pricing Section:

See attached pricing documents

- A. **Services/Labor Rates:** Vendors shall fill in their services and/or hourly labor rates, ensuring they do not exceed the contract rates established during the Tier-One process. These rates will serve as a basis for determining the Not-to-Exceed (NTE) firm fixed price for this project. Please note that vendors will not be paid on an hourly basis unless explicitly specified in this SOW.
- B. **Material Costs:** Vendors are to provide an itemized list of material costs associated with the project.
- C. **Other Costs:** Vendors should identify any other associated costs that are allowable under the terms of the contract.
- D. **Total Cost:** Vendors are to provide a total firm fixed price for the project based on the provided scope of work. This total cost should not include the contingency allowance and shall reflect a comprehensive proposal encompassing labor, material, and other associated costs, aligning with the objective of delivering the project within the specified scope and budget.
- E. **Contingency Allowance:** Vendors should include a separate contingency allowance line item, calculated as a percentage of the total estimated cost (excluding the contingency allowance itself). The allowance should be within a range of 20-40% as deemed appropriate based on the project's complexity and potential uncertainties. The utilization of the contingency allowance requires prior approval from the requesting entity.