

RFP # WRESA-22-2024-2025-09

**REQUEST FOR PROPOSALS
FOR
BEVERAGE PRODUCTS AND SERVICES**

BID SUMMARY

Commodity/Service Being Requested: Beverage Products and Services.

Type of Solicitation: Request for Proposals (RFP) – Wayne RESA, in partnership with the Michigan Association of Counties (MAC) CoPro+ Program, is competitively bidding and awarding a Master Agreement to a contractor or contractors for Beverage Products and Services in Wayne County.

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 Beverage Products and Services. 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: Three (3) years with two (2) one-year renewal options. The base term for this Contract is for three (3) years. 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 two (2) additional one (1) year, which may be exercised individually or together.

RFP TIMETABLE	DATE / TIME
RFP Issue Date	September 10, 2024
Pre-Proposal Meeting**:	September 19, 2024, at 10:00 a.m. Eastern Time
Submission of Question(s) from Supplier Due	September 24, 2024, by 12:00 p.m. Eastern Time
Answers to Supplier Questions Due	October 1, 2024
Proposals Due*	October 15, 2024, by 12:00 p.m. Eastern Time
Contract Start	December 2024

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

**Pre-Proposal Meeting is strongly encouraged, though it is not mandatory to attend. The Pre-Proposal Meeting will be held virtually via Teams on September 19, 2024, at 10:00 a.m. Eastern Time. Meeting link is provided below:

Teams meeting:

Topic: Pre-Proposal Meeting: Beverage Products and Services

Time: September 19, 2024, 10:00 a.m. Eastern Time (US and Canada)

Join Teams Meeting:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTYzMzQ4YmYtMzM4OS00MWRhLWE2MzktZmFjZDk4ZmJlMjRl%40thread.v2/0?context=%7b%22Tid%22%3a%22e1f19f2f-617d-4202-a476-27bc477a74f5%22%2c%22Oid%22%3a%225f987be7-abd4-4e5a-9c24-d98ed4bbc3b5%22%7d

Meeting ID: 299 944 474 233
Passcode: NDzck9

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:

Stacey Shaw
purchasing@resa.net
(989) 307-1307

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

Electronic forms of all bid documents are available online at: [Wayne RESA Bid Documents](#)
If you experience any issues downloading the documents, contact Stacey Shaw at purchasing@resa.net

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.

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Solicitation Terms and Conditions can be found at <https://www.resa.net/administrative-support/purchasing/request-for-proposal> as (DOC) [CoPro+ Contract Terms and Conditions](#)

SECTION 1.0 – PROPOSER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Minimum Mandatory Requirements

All proposals will be reviewed for compliance with the minimum 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:

1. Proposer must have three (3) years' experience, within the last five (5) years, providing Beverage Products and Services to public municipalities. Enter in Section **2.2 References**.

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

-EXAMPLE-Proposer Response:

1.2 Introduction and Background

Wayne RESA, 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.

1.3 Scope of Work

Wayne RESA is seeking proposals from qualified vendors to provide beverage products and associated services. This Request for Proposal (RFP) outlines the requirements for supplying a range of beverage products, including but not limited to bottled water, juices, sports drinks, and other non-alcoholic beverages. The selected vendor(s) will be responsible for delivering products to multiple school locations, providing equipment as needed, and/or offering ongoing service and support.

Objectives: The objective of this RFP is to establish a comprehensive, cost-effective agreement with a single or multiple vendors who can supply high-quality beverage products and associated services as needed to meet the needs of the consortium's schools.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes ☐ No

A. Product Requirements

The awarded Contractor (Contractor) must be able to supply the following types of beverage products:

1. **Water:** Bottled water (various sizes)
2. **Juices:** A variety of juice options, including 100% fruit juice and juice blends
3. **Sports Drinks:** Electrolyte-replenishing beverages
4. **Carbonated Beverages:** Soft drinks, including diet and regular options
5. **Other Beverages:** Additional beverage options such as flavored waters and teas

Proposer Response:

1. Water

- **Dasani Bottled Water 16.9 oz – \$1.45**
- **Ice Mountain Sport Cap 100% Natural Spring Water 23.7 oz – \$2.25**
- **Essentia Water 16.9 oz – \$2.50**
- **Fiji Water (Various sizes) – \$2.50**
- **Smart water (Various sizes) – \$2.50**
- **Voss Water (Various sizes) – \$2.50**
- **San Pellegrino 16.9 oz – \$2.50**
- **Prime Water 16.9 oz – \$2.50**

2. Juices

- **Orange Juice 11 oz – \$1.75**
- **Apple Juice 11 oz – \$1.75**
- **Naked Smoothies – \$2.85**
- **Protein Drinks – \$2.95**

3. Sports Drinks

- **Gatorade Frost 20 oz – \$2.25**
- **Gatorade Green Apple & Blue Cherry – \$2.25**
- **Powerade 20 oz – \$2.25**
- **Body Armor Sports Drink 20 oz – \$2.75**

4. Carbonated Beverages

- **Coke 16.9 oz – \$2.15**

- **Diet Coke 16.9 oz – \$2.15**
- **Cherry Coke 16.9 oz – \$2.15**
- **Sprite 16.9 oz – \$2.15**
- **Pepsi 16.9 oz – \$2.15**
- **Cherry Pepsi 16.9 oz – \$2.15**
- **Mountain Dew 16.9 oz – \$2.15**
- **Dr Pepper 16.9 oz – \$2.15**
- **Faygo All Flavor 12 oz – \$1.65**
- **Coke Can 12 oz – \$1.65**
- **Diet Pepsi Can 12 oz – \$1.65**
- **Vernors Soda 16.9 oz – \$2.15**
- **Grape Crush 16.9 oz – \$2.15**
- **Fanta Soda 16.9 oz – \$2.15**

5. Other Beverages (Flavored Waters, Teas, etc.)

- **Bubbly Can 12 oz – \$1.75**
- **La Croix 12 oz – \$1.75**
- **Arizona Iced Tea with Lemon Flavor 16.9 oz – \$1.85**
- **Arizona Arnold Palmer Half & Half 16.9 oz – \$1.85**
- **Pure Leaf Sweetened Iced Tea 16.9 oz – \$2.50**
- **Pure Leaf Unsweetened Iced Tea 16.9 oz – \$2.50**
- **Vitamin Water (All types) – \$2.50**
- **Sparkling Ice Variety 16 oz – \$1.85**

B. Product Specifications

1. Please let us know which beverages comply with relevant state and federal nutritional guidelines, including the [USDA's Smart Snacks in School standards](#). (List in Proposer Response Box)
2. Products should have a shelf life that ensures freshness upon delivery.
3. Nutritional information must be clearly labeled on all products.

Proposer Response:

- **Dasani Bottled Water 16.9 oz**
- **Ice Mountain Sport Cap 100% Natural Spring Water 23.7 oz**
- **Essentia Water 16.9 oz**
- **Fiji Water (Various sizes)**
- **Smart water (Various sizes)**
- **Voss Water (Various sizes)**

- **San Pellegrino 16.9 oz**
- **Prime Water 16.9 oz**
- **Coke Zero 16.9 oz**
- **Vitamin Water Zero 20oz**
- **Dasani Bottled Water 16.9 oz – \$1.45**
- **Ice Mountain Sport Cap 100% Natural Spring Water 23.7 oz – \$2.25**
- **Essentia Water 16.9 oz – \$2.50**
- **Fiji Water (Various sizes) – \$2.50**
- **Smart water (Various sizes) – \$2.50**
- **Voss Water (Various sizes) – \$2.50**
- **San Pellegrino 16.9 oz – \$2.50**
- **Bubbly Can 12 oz – \$1.75**
- **La Croix 12 oz – \$1.75**
- **Sparkling Ice Variety 16 oz**
- **Orange Juice 11 oz – \$1.75**
- **Apple Juice 11 oz – \$1.75**
- **Naked Smoothies – \$2.85**
- **Protein Drinks – \$2.95**

C. Equipment Requirements

For consortium members requiring equipment, please explain if you provide, install, and maintain necessary equipment for dispensing beverages, including:

1. **Vending Machines:** Must be energy-efficient, ADA-compliant, and capable of accepting multiple forms of payment (cash, credit/debit, contactless payment).
2. **Coolers/Refrigerators:** For storing and displaying beverages in cafeterias or other school locations.
3. **Dispensers:** For bulk beverage options such as water or juice.

Proposer Response:

Our vending machines are ADA, NAMA, and Energy Star certified,
 We offer Convenient and Contactless Service: Our machines are equipped with cashless, contactless payment systems, making transactions fast, secure, and hygienic. Also, our vending machine has an integrated app that gives users cashback every time they use it.

Real-time Inventory Management: We ensure the vending machine is always fully stocked, with automated inventory updates and timely restocking.

D. Maintenance and Support

For consortium members requiring equipment, please explain the following:

1. Frequency of regular maintenance and service for all equipment to ensure proper operation.
2. Service response time for any equipment issues.
3. Support center contact for any equipment issues.

Proposer Response:

Service is at least once per week.
 When less than 20% of beverage slots are full
 Delivery according to the schedule you request.

Maintenance: Maintenance Services include:

cleaning
 verifying mechanisms work properly
 replacement of malfunctioning parts

Service response Shall be within 24 hours.

Support center contact
 Joel Ten
 Ten-Tier Snacks Vending
 Info@tentiersnacksvending.com
 (248) 561-4867
 www.TenTierSnacksVending.com

E. Delivery and Distribution

1. **Delivery Schedule:** Deliveries should be made during school hours, with consideration for minimizing disruption to the educational environment.
2. **Delivery Locations:** Contractor(s) will be required to deliver products to multiple school locations. Please specify which regions you are able to service by selecting the regions from **APPENDIX A – Services Regional Map.**
3. **Inventory Management:** Do you offer any inventory level monitoring? If so, please explain.

Proposer Response:

We are interested in the following counties: Oakland, Wayne, Macomb, Washtenaw, Livingston, County, MI.
 We monitor power to equipment, inventory, and vending functionality remotely, 24-7, 365 days a year.

1.4 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.

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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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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1.5.1 Buy American Act

Buy American provision for school customers. School Food Authorities (SFAs), by participating in the federal school meal programs, is required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7 CFR 210.21 (d) and Memo SP 38-2017). Selected Vendor(s) must be able to comply with this requirement.

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 Communication Plan/Contract Management

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

Proposer Response:

Yes, we will keep communication open if we make any changes to the management of our company.

1.6.2 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:

Joel Ten Ten Tier Snacks Vending Info@tentiersnacksvending.com (248) 561-4867 www.TenTierSnacksVending.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:

Ten Tier Snacks Vending Info@tentiersnacksvending.com
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(248) 561-4867

www.TenTierSnacksVending.com

Days of operation are Monday to Friday, 8 am-5 pm.

The best way to reach us is by email or call.

Shop service is at 3220 Oakley Park Rd, Commerce Charter Twp, MI 48390.

We will be in touch with our customers within 24 hr.

1.8 Purchase Orders

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

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes

☐ No

1.9 Delivery and Acceptance

Proposer must address the following items and costs in their proposal and other items/costs that they are aware of that may not have been requested in this bid.

- All pricing must reflect net 30 payment terms.
- Ordering/customer service capabilities and procedures.
- Policies and procedures for an organization accepting product/service.

Proposer Response:

Product Knowledge: We know about the food and beverage options available. We are happy to accommodate your requests for specific beverages. We can offer suggestions if you are uncertain of the mix that will satisfy your location.

1.10 Management and Staff

Proposer should address the following items in their proposal:

- Project Management of the contract.

- Staffing and responsibilities.

Proposer Response:

Joel Ten, Owner and Operator
Fernanda Ten Director of Operation.
Abel Melendez Maintenance/ Driver operations

1.11 Pricing Schedule

Respondents will provide pricing information on the price sheet (**Attachment A**) that will be utilized when evaluating price competitiveness.

1.11.1 RESERVED

1.11.2 Bid Pricing

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

1.11.3 Quantity Term

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

1.11.4 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.

We have an app that offers cash back to our customers. Cashback is calculated by an innovative vending game in the app; the better you do, the more cash app you get.

1.12 Price Assurance



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

documentation must be provided to Wayne RESA, prior to award, and shall include an insurance certificate and additional insured certificate, naming Wayne RESA, which meets the minimum insurance requirements, as stated in the terms and conditions.

2.1 Company Profile

Company Profile
Official Name of Proposer: Ten Tier Snacks & Vending LLC
Street Address: 8030 Wadi Blvd #210B
City: White Lake
State: Michigan Zip Code: 48386
Website: www.tentiersnacksvending.com
Primary Contact Name: Joel Ten
Primary Contact Phone Number: 248 561 4867
Primary Contact Email Address: Info@tentiersnacksvending.com
Dun & Bradstreet (D&B) Number (if applicable): N/A
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: Ten Tier Snacks & Vending is Locally Owned and Operated by Joel & Fernanda Ten in Oakland County, Michigan. ❖ We are proudly serving: - Oakland, Wayne, Macomb, Washtenaw, & Livingston Counties. ❖ Our company's core values include God, Family, & Health. ❖ Here at Ten Tier Snacks & Vending, we dedicate ourselves to offering high-quality brands of natural and organic snacks and beverages. We are here to help you maintain a healthy lifestyle while offering delicious and refreshing products. ❖ So, whether you eat or drink or whatever you do, do it all for the glory of God. – 1 Corinthians 10:31

Company Profile
Signature:
Name and Title of Signer: Joel Ten Owner and Operator
Date: 10/14/2024

2.2 References

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

Entity Name: Sunrise of Bloomfield Senior Living	
Contact Name: Herphon Rutherford	Title: Maintenance Coordinator
City: West Bloomfield	State: Michigan
Phone Number:	Years Serviced: 3
Description of Services: Vending Service	
Annual Volume: N/A	

Entity Name: Piston Automotive	
Contact Name: Adel	Title: Employee Coordinator
City: Redford	State: Michigan
Phone Number: 3135418674	Years Serviced: 3
Description of Services: Vending Service	
Annual Volume: N/A	

Entity Name: Enterprise Rent-A-Car	
Contact Name: Jordan Jackson	Title: Facilities Coordinator
City: Farmington Hills	State: Michigan
Phone Number: 248 865 6625	Years Serviced: 3
Description of Services: Vending Service	
Annual Volume: N/A	

2.3 Assurances and Certifications

CONTRACTOR’S EMPLOYMENT ELIGIBILITY

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

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

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

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

Printed Name of Respondent

Signature of Respondent

Company Name

Date of Signature

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

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

Assurance Regarding Access to Records and Financial Statements

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

Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the “Iran Economic Sanction Act” Public Act 517 for clarifications or questions. Wayne RESA as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature:
Date:

Notary
State of _____ County of _____
Notary Public _____ My commission expires: _____

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

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

Company's Authorized Representative / Position Title

Signature of Company Representation

Company Name

Date of Signature

CERTIFICATIONS/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

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

Effective December 23, 1989, current and prospective recipients (and their 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).

CERTIFICATION REGARDING LOBBYING CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Company's Authorized Representative / Position Title

Signature of Company Representation

Company Name

Date of Signature

SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

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

3.1 Wayne RESA Responsibility

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

3.2 Truth and Accuracy of Representations

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

3.3 Proposers Questions

Proposers may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by no later than the date identified on the cover page of this RFP. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

E-mail address: purchasing@resa.net

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

3.4 Preparation of the Proposal

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

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

Section 1.0 – Bid Responses to Scope of Work and Pricing - The Proposer's proposal must include detailed responses to each of the outlined requirements in the text boxes provided. There is no requirement or limitation on the amount of words for proposer's responses.

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

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

3.5 Bid Submission Deadline

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

1. Submit an electronic version of your Bid to BidNet not later than the **Due Date** identified on the cover page. Wayne RESA has no obligation to consider any proposal that is not timely received. Proposals will not be accepted via U.S. mail or any other delivery method.

Steps to Access Full RFP on MITN:

- a) Go to www.bidnetdirect.com/mitn/resa.
- b) Register or log in if you are already a member.
- c) Navigate to the RFP section and search for the solicitation number or title.
- d) Download all relevant documents and follow the instructions specified in the RFP to submit your response.

WRESA Contact Information

For any queries related to this bid, please contact:

- **Contact Person:** Stacey Shaw
- **Email:** purchasing@resa.net

3.6 Adherence to Minimum Mandatory Requirements (Pass/Fail)

Wayne RESA Administrator or designee shall review Section 2.2 References and determine if the Proposer meets the minimum mandatory requirements as outlined in this RFP.

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

3.7 Evaluations Process

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

- A. Wayne RESA may contact the Proposer for clarification of the Proposer's Bid.
- B. Wayne RESA may use other sources of information to perform the evaluation.

C. Wayne RESA. may require the Proposer to submit additional and/or supporting materials.

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

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

3.8 Evaluation Criteria

	Technical Evaluation Criteria	Points
1.	SECTION 1.0 – Including but not limited to the following: Scope of Work, adherence to specifications/requirements.	50
2.	References – Section 2.2	35
3.	Staffing – Including but not limited to the following: qualifications and experience of the proposed staffing (Section 1.10).	15
	Total Points Possible	100

Award shall be made to the most responsible vendor 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

3.10 Wayne RESA Option to Reject Proposals

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

3.11 Freedom of Information Act

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

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

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

3.12 Contacts with Wayne RESA Personnel

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

Email address: purchasing@resa.net

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

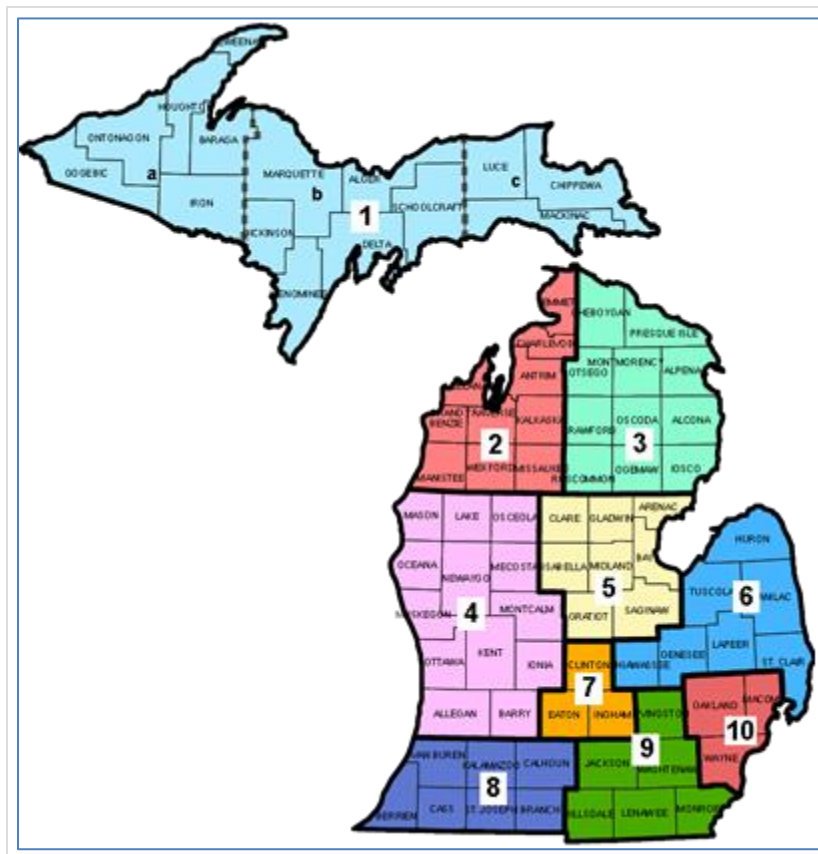
3.13 Final Agreement Award Determination

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

3.14 Cancellation of Invitations for Bids or Requests for Proposals

An IFB, a RFP, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the County in accordance with regulations.

APPENDIX A – Services Regional Map



1. Upper Peninsula
2. Northwest
3. Northeast
4. West
5. East Central
6. East
7. South Central
8. Southwest
9. Southeast
10. Detroit Metro

Proposer Response:
Please list which Regions you will service.

10,6 AND 9

Attachment A – Pricing Schedule

1. The Proposer must provide pricing for the deliverables stated in this RFP using the table below. You may add additional rows as needed. Failure to complete the pricing schedule may result in the disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, travel, maintenance, and potential costs that the vendor may charge (e.g., shipping and handling, per piece pricing, and palletizing).
3. Additional pages may be added as needed to propose alternative pricing.

Pricing Table for Beverage Products and Services

Category	Description	Unit Size	Packaging Type	Unit Price	Bulk Pricing (unit/case)
Water	Bottled Water	23.7oz	N/A	2.25	N/A
Water	Bottled Water	16.9oz	N/A	2.50	N/A
Juice	100% Orange Juice	11oz	N/A	1.75	N/A
Juice	Apple Juice Blend	8oz	N/A	2.85	N/A
Sports Drink	Electrolyte Drink	20oz	N/A	2.25 – 3.15	N/A
Carbonated Drinks	Cola / Diet	12oz cans	N/A	1.65 - 1.75	N/A
Carbonated Drinks	Cola / Diet	16.9oz bottles	N/A	2.15	N/A
Other Beverages	Flavored Water	20oz	N/A	2.50	N/A
Other Beverages	Iced Tea	16oz	N/A	1.85 -2.50	N/A

Equipment Pricing Table

Equipment	Description	Rental Cost (Monthly)	Purchase Cost	Maintenance Cost (Annual)
Vending Machines	Energy-efficient, ADA-compliant, multi-payment system	\$30.00	N/A	N/A
Coolers/Refrigerators	For storage and display of beverages			
Dispensers	Bulk beverage dispensers			

Additional Costs

Cost Type	Description	Cost	Frequency
Delivery Charges	Delivery fee per location	\$100 per location	Per delivery
Installation Fees	Installation of vending machines/equipment	\$X.XX per unit	One-time
Training Costs	Staff training on equipment use	\$X.XX per session	As needed

ATTACHMENT B - COVID & ARPA FEDERAL REQUIREMENTS

Wayne RESA has sought to obtain federal funding to augment its response to the COVID-19 pandemic. This Attachment includes regulatory provisions and clauses as required under 2 C.F.R. 200 and other federal regulations associated with the federal funding being provided under this Contract and is attached and incorporated by reference herein to the Master Agreement/Contract (the “Contract”)

I. Procurement Policy

Procurement for Wayne RESA has provided a transparent, open, and fair opportunity for all eligible Contractors to participate. This bid has been made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal. The Contractor must have available Contract or purchase order with the required approvals to receive payment for goods or services rendered. If the Contractor performs any work without a valid Contract or purchase order, the Contractor will not be paid.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

II. Bonds and Insurance Requirements

Receipt of bonds and/or insurance is part of the process of determining which Contractor may be recommended for award to the Board. If cause is found to change the recommendation that a Contractor be awarded the contract, or if the Board does not approve the recommendation, Wayne RESA shall not be liable for any costs incurred by the Contractor in the bid process, including the cost of acquiring bonds and/or insurance. This Section is applicable only to Contracts pertaining to construction or facility improvement.

III. Equal Employment Opportunity

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive

Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”.

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally

assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) Wayne RESA further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Wayne RESA so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract. Wayne RESA agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. Wayne RESA further agrees that it will refrain from entering into any Contract or Contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Wayne RESA agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this contract; refrain from extending any further assistance to Wayne RESA under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Wayne RESA; and refer the case to the Department of Justice for appropriate legal proceedings.

IV. Federal Compliance

- (a) Consistent with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), the parties agree all transactions regarding this Contract shall be done in compliance with the Davis- Bacon Act (40 U.S.C. §§ 3141- 3144, and §§ 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with 40 U.S.C. §§ 3141-3144, and §§ 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable.

- i. Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§ 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
- ii. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- iii. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
- iv. The Act provides that the contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- v. This subsection (a) is applicable only to the extent the Contract pertains to construction work.

(b) Consistent with the Copeland Anti-Kickback Act, the parties agree as follows:

- a. The Contractor must report all suspected or reported violations to Wayne RESA and Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- c. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- d. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- e. The Act provides that the contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- f. This subsection (b) is applicable only to the extent the Contract pertains to construction work,
- (c) Consistent with the **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)**, the parties agree as follows:
1. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
 2. Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
 3. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - a. No Contractor or subcontractor Contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

 - b. Wayne RESA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- c. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
 - d. This subsection (c) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00),
- (d) Consistent with the **Clean Air Act (42 U.S.C. §§ 7401-7671q.)** and the **Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387)**, the parties agree as follows:
- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The Contractor agrees to report each violation to Wayne RESA and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract in excess of \$150,000. Contract shall ensure each subcontract include provisions that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - d. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
 - e. The Contractor agrees to report each violation to Wayne RESA and understands and agrees that Wayne RESA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - f. This subsection (d) is applicable only to the extent the Contract is for a sum greater than One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00),
- (e) Consistent with the **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)**, the parties agree as follows:

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- a. Contractors who apply or bid for an award exceeding \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352.
- b. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (J) See §200.323., (K) See §200.216., (L) See §200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]
- c. This subsection (e) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00),

(f) Debarment and Suspension.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Contractor. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- c. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(g) Procurement and Recovered Materials.

- a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(h) Prohibition of Certain Telecommunication Services and Equipment.

- a. Recipients, subrecipients or contractor are prohibited from obligating or expending loan or grant funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information. See also §200.471.

(i) Records Requirements.

- a. The Contractor agrees to provide Wayne RESA, the FEMA Administrator, and the Comptroller General of the United States, and any other authorized representative access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transactions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce, by any means whatsoever, or to copy excerpts and transcriptions as reasonably required.
- c. The Contractor agrees to provide the FEMA Administrator, Wayne RESA and the Federal awarding agency or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, Wayne RESA and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. This subsection (i) is applicable only to Contracts pertaining to construction or facility improvement.

(j) Domestic Preferences for Procurements.

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products this award.
- i. For purposes of this section: (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous

metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(k) Federal Acquisitions Regulation Compliance.

- a. All transactions regarding this Contract and subject to the applicable law shall be done in compliance with the Federal Acquisitions Regulations guidance 6.302-2 (unusual and compelling urgency. The Contractor shall comply with 10 U.S.C. § 2304(c)(2) or 41 U.S.C. § 3304(a)(2), as well as Title 2 C.F.R. 200(e) as applicable, which are incorporated by reference into this Contract and quoted in full below:

(a) Authority.

- (1) Citations: 10 U.S.C. § 2304(c)(2) or 41 U.S.C. § 3304(a)(2).
- (2) When the agency's need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless the agency is permitted to limit the number of sources from which it solicits bids or proposals, full and open competition need not be provided for.

(b) Application. This authority applies in those situations where-

- (1) An unusual and compelling urgency precludes full and open competition; and
- (2) Delay in award of a contract would result in serious injury, financial or other, to the Government.

(c) Limitations.

- (1) Contracts awarded using this authority shall be supported by the written justifications and approvals described in 6.303 and 6.304. These justifications may be made and approved after contract award when preparation and approval prior to award would unreasonably delay the acquisition.
- (2) This statutory authority requires that agencies shall request offers from as many potential sources as is practicable under the circumstances.

(d) Period of Performance.

- (1) The total period of performance of a contract awarded or modified using this authority-
 - (i) May not exceed the time necessary:
 - (A) To meet the unusual and compelling requirements of the work to be performed under the contract; and
 - (B) For the agency to enter into another contract for the required goods and services through the use of competitive procedures; and
 - (ii) May not exceed one year, including all options, unless the head

of the agency determines that exceptional circumstances apply. This determination must be documented in the contract file.

- (2) (i) Any subsequent modification using this authority, which will extend the period of performance beyond one year under this same authority, requires a separate determination. This determination is only required if the cumulative period of performance using this authority exceeds one year. This requirement does not apply to the exercise of options previously addressed in the determination required at paragraph (d)(1)(ii) of this section. (ii) The determination shall be approved at the same level as the level to which the agency head authority in paragraph (d)(1)(ii) of this section is delegated.
- (3) The requirements in paragraphs (d)(1) and (2) of this section shall apply to any contract in an amount greater than the simplified acquisition threshold.
- (4) The determination of exceptional circumstances is in addition to the approval of the justification in 6.304.
- (5) The determination may be made after contract award when making the determination prior to award would unreasonably delay the acquisition.

- b. This subsection (i) is applicable only to Contracts involving the receipt of Federal Transit Administration funding.

(l) Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. §401.2 (a) and the recipient, subrecipient or contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.