



RFQu # WISD-740/890-04152025

REQUEST FOR QUALIFICATIONS

FOR

WATER FILTRATION, MAINTENANCE, AND SERVICES



BID SUMMARY

Commodity/Service Being Requested: Water Filtration, Maintenance, and Services

Type of Solicitation: Request for Qualifications (RFQu) - It is the intention of Washtenaw ISD to competitively pre-qualify multiple contractors that will provide Water Filtration, Maintenance, and Services for government municipalities and schools statewide. It is the desire of Washtenaw ISD through this process to pre-qualify and establish a list of contractors that will service Washtenaw ISD and participating public municipalities, schools (public, private/parochial, and charter/public school academy), and non-profit organizations with Water Filtration, Maintenance, and Services for up to the next five years.

Type of Resulting Contract: Statewide Cooperative Contract - As a result of this RFQu, Washtenaw ISD will work with the Michigan Association of Counties CoPro+ program to market and extend the resulting Water Filtration, Maintenance, and Services contracts to other government municipalities and school districts statewide. Municipalities and schools will have access to a pool of pre-qualified contractors available for Water Filtration, Maintenance, and Services. The vendors will be competitively selected as having been qualified as defined within the qualification section of this RFQu. This contract will enable public municipalities, non-profit organizations, and schools to "piggyback" and purchase on an "as needed" basis from the pool of contractors awarded by this competitively awarded contract. Washtenaw ISD intends to quarterly reopen the Request for Qualifications (RFQu) process to consider new RFQu responses, and potentially supplement the list of prequalified contractors. Contractors serving a specific area of the State will still be considered for selection.

The resulting contracts for Water Filtration, Maintenance, and Services are for an unspecified number of projects. Members are able to join at any time during the year. Any new ordering entity will submit a specification/price request form that will be sent to each pre-qualified vendor as each new entity or groups of entities request pricing and service. Each awarded vendor will submit pricing within 7 days for each request. Each request will be awarded by the individual or group of public municipalities, non-profit organizations, or school districts.

Resulting Contract Term: One (1) year with Four (4) one-year renewal options.

| TIMETABLE | |
|---|----------------|
| Release of RFQu: | April 15, 2025 |
| Pre-Proposal Meeting (10:00 A.M./ EST)**: | April 24, 2025 |
| Question & Answer Due Date: | April 29, 2025 |
| Questions and Answers Responses Posted: | May 6, 2025 |
| Proposals Due by (1:00 P.M./ EST) *: | May 13, 2025 |
| Master Agreement Award Date: | June/July 2025 |

*Any response 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 Microsoft Teams on April 24, 2025, at 10:00 A.M. Eastern Time.

Pre-Proposal Microsoft Teams Meeting:

Join Teams Meeting:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDMYOTkwMTUtMjc1Yi00Y2Q0LWEyMTEtNTVmM2ZiMDZiYWl5%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: 250 172 948 185 5
Passcode: sY3FG398

Contacts with Washtenaw ISD Personnel: All contact with Washtenaw ISD regarding this RFQu or any matter relating thereto must be sent in e-mail as follows: trowe@washtenawisd.org

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APPENDIX A – Regional Map

ATTACHMENT A – PRICING

Solicitation Terms and Condition can be found at [Bids - Business Services - Administrative Departments - Services - Washtenaw ISD](#)

SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Minimum Mandatory Requirements

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

- 1) Proposer must have three (3) years' experience, within the last five (5) years, providing water filters, maintenance, and/or services equivalent or similar to the services being requested by Washtenaw ISD. Please provide in **Section 2.2 References**.
- 2) Proposer must be qualified and licensed as a vendor for water filtration installation and maintenance in Michigan. Please provide documentation.
- 3) Proposer must be in compliance with Michigan Occupational Safety and Health Administration (MIOSHA) regulations. Please provide documentation.

Proposer Response:

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

1.2 Introduction / Scope of Work

Washtenaw ISD is seeking qualified vendors for the implementation and management of the **Filter First Program**, aimed at improving water quality in schools. The program's primary objective is to ensure the safety of drinking water by installing and maintaining appropriate water filtration systems in compliance with state and federal standards.

To protect Michigan children from exposure to lead in drinking water, the Clean Drinking Water Access Act, 2023 PA 154, and amendments to the Child Care Organizations Act, 1973 PA 116, collectively also known as **Filter First**, were signed into law by Governor Gretchen Whitmer with an effective date of October 24, 2023. These laws require schools and child care centers in Michigan to develop a Drinking Water Management Plan (DWMP), install lead reducing filters on all consumptive fixtures, and test filtered water.

1.3 Requirements and Specifications

1. Lead-Reducing Filters

- a. Filter Specifications:
 - Must comply with NSF/ANSI Standard 53 for lead reduction and NSF/ANSI 42 for Particulate Class 1 reduction.
 - Designed to fit a variety of fixture types commonly used in school facilities.
 - Expected lifespan: Minimum one year or 10,000 gallons, whichever comes first.
 - Include tamper-proof mechanisms to prevent unauthorized removal or modification.
 - Include indicator light to notify users when filters need to be changed.
- b. Installation Requirements:
 - Installation must be conducted by certified professionals.
 - Filters must be compatible with existing infrastructure without significant modification.

Proposer Response: Please state whether you agree or do not agree and explain reason(s) for not agreeing.

| |
|----------------|
| 1.3.1.a. Agree |
| 1.3.1.b. Agree |

2. Testing and Verification

- a. Testing Protocols:
 - Conduct water testing post-installation to ensure lead levels are within state-mandated limits (<5 ppb).
 - Provide certified laboratory results for each tested fixture, lab must be a certified drinking water laboratory.
 - Re-test water quality at twelve-month intervals.
- b. Compliance Reporting:
 - Submit detailed reports documenting filter installation and testing outcomes.
 - Provide digital and physical copies to the respective school districts.

Proposer Response: Please state whether you agree or do not agree and explain reason(s) for not agreeing.

| |
|----------------|
| 1.3.2.a. Agree |
| 1.3.2.b. Agree |

3. Maintenance and Replacement Services

- a. Maintenance Plan:
 - Include a schedule for periodic filter inspections.
 - Provide guidelines for filter replacement intervals based on water usage and quality.
- b. Replacement Filters:
 - Ensure availability of replacement filters for the duration of the contract.
 - Provide on-demand replacement services within 30 days of request.

Proposer Response: Please state whether you agree or do not agree and explain reason(s) for not agreeing.

| |
|----------------|
| 1.3.3.a. Agree |
| 1.3.3.b. Agree |

4. Training and Support

- a. Training for Facility Staff:
 - Conduct in-person and virtual training sessions on filter maintenance and troubleshooting.
 - Provide user manuals and quick reference guides for school staff.
- b. Customer Support:
 - Offer a dedicated help desk to handle queries and service requests.
 - Response time: Within 24 hours for critical issues.

Proposer Response: Please state whether you agree or do not agree and explain reason(s) for not agreeing.

1.3.4.a. Agree

1.3.4.b. Agree

5. Sustainability and Disposal

a. Sustainable Practices:

- o Include a plan for environmentally responsible disposal of used filters.

Proposer Response: Please state whether you agree or do not agree and explain reason(s) for not agreeing.

1.3.5.a. Agree

6. Legal and Safety Compliance

a. Vendors must:

- o Comply with Michigan Occupational Safety and Health Administration (MIOSHA) standards.
- o Maintain insurance coverage per state requirements.
- o Submit documentation verifying compliance with Executive Order N-6-22 (if applicable).

- b. All contractors and subcontractors engaged in the provision, installation, maintenance, or servicing of water filtration systems for Michigan schools must comply fully with Michigan's prevailing wage laws. Contractors must ensure that all workers performing services under the resulting Contract(s) are compensated at prevailing wage rates, as determined by the Michigan Department of Labor and Economic Opportunity or applicable local wage determinations. Documentation verifying compliance with prevailing wage requirements shall be maintained and made available for audit upon request by Washtenaw ISD or other authorized entities.

Proposer Response: Please state whether you agree or do not agree and explain reason(s) for not agreeing.

1.3.6.a. Agree

1.3.6.b. Agree

7. Filtration System Recommendations

a. Vendors must:

- o Recommend appropriate filtration systems to meet or exceed the "Filter First" program requirements.
- o Ensure recommended systems comply with Michigan Department of Education and Environmental Protection Agency (EPA) standards.

Proposer Response: Please state whether you agree or do not agree and explain reason(s) for not agreeing.

1.3.7.a. Agree

8. Installation and Implementation

- a. Vendors must:
- o Install filtration systems at designated water sources (e.g., drinking fountains, kitchen sinks, etc.).
 - o Coordinate with school district personnel to minimize disruptions during installations.

Proposer Response: Please state whether you agree or do not agree and explain reason(s) for not agreeing.

1.3.8.a. Agree

9. Maintenance and Monitoring

- a. Vendors must:
- o Develop a maintenance schedule for installed filtration systems.
 - o Perform routine inspections and replace filters as needed.
 - o Conduct periodic water quality testing to ensure continued compliance.

Proposer Response: Please state whether you agree or do not agree and explain reason(s) for not agreeing.

1.3.9.a. Agree

10. Training and Education

- a. Vendors must:
- o Provide training to school district staff on proper use and minor maintenance of the filtration systems.
 - o Develop educational materials for staff, students, and parents about the importance of water quality and the Filter First Program.

Proposer Response: Please state whether you agree or do not agree and explain reason(s) for not agreeing.

1.3.10.a. Agree

11. Reporting and Compliance

- a. Vendors must:
- o Submit regular progress and compliance reports to the consortium.
 - o Assist with any required documentation for state and federal compliance.

Proposer Response: Please state whether you agree or do not agree and explain reason(s) for not agreeing.

1.3.11.a. Agree

1.4 Executive Summary

Provide an executive summary, either in the response box below, or a separate sheet not to exceed one (1) page in length providing an overview of your proposal and any information the contractor wishes to bring to the attention of Washtenaw ISD.

Proposer Response:

Please see attached

1.5 Delivery of Services

Please confirm your understanding of each item by checking Yes or No.

1. Vendor must be able to provide service as required by each participating entity that is convenient for, and will not interfere with, normal operations.

Yes No

2. Washtenaw ISD expects the vendor to give "priority" service to any call for emergency services for the participating entity. Response times must be stated. Reliable emergency response capabilities are critical. Vendor must commit to emergency response times as responded to in Section 1.7.3.

Yes No

3. Service will be performed in a variety of locations. All unique requirements and or regulations for each location shall be strictly followed by the vendor and the vendor's employees.

Yes No

4. For purpose of pricing service calls, Washtenaw ISD's "normal business hours" are defined as being: 7:00 A.M. to 4:00 P.M., Monday through Friday. All other calls outside these hours, including weekends and holidays will be considered "outside normal business hours."

Yes No

5. Subcontracting: Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the vendor, must receive the approval of the authorized individual from Washtenaw ISD or other participating entity prior to any such undertaking. Washtenaw ISD may terminate the contract if the subcontracting is done without this approval.

Yes No

6. Criminal Background Check: Vendor must certify that any employees, subcontractors, and volunteers of the supplier who will have duties related to the contracted services and will be on the participating school/agency/municipality premises; have passed a criminal history background check.

Yes No

If answered "NO" on any items (1 – 6), please explain:

1.6 Service Capabilities

1. Communication Plan/Contract Management

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

Proposer Response:

Please see attached

2. Primary Account Representative

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

Proposer Response:

Please see attached

1.7 Quotes/Order/Delivery Reporting/Customer Service

1. Generally

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications to CoPro+ staff who will then pass it on to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond back to the CoPro+ official 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). The vendor will be notified with the award and put in contact with the ordering entity to set up the account and make arrangements.

Please confirm your understanding by checking Yes or No.

Yes No

2. Ordering Process Capabilities

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

Proposer Response:

Please see attached

3. Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Washtenaw ISD. Customer inquiries should be responded to within 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, response times, etc.) and emergency response process.

Proposer Response:

Please see attached

4. Purchase Orders

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

Please confirm your understanding by checking Yes or No.

Yes No

5. Product/Service Specifications

All products furnished and services performed must be in conformity with the participating agency specifications and will be subject to inspection and acceptance by the individual customers.

Please confirm your understanding by checking Yes or No.

Yes No

If answered "NO" on any items in Section 1.7, #1, #4, and/or #5 above, please explain:

1.8 Delivery Capabilities/Options

1. Delivery Time Frames

Please include delivery time frame information in **Attachment A - Pricing**.

2. Geographic Regions

Indicate the geographic region(s) you will provide service to in **Appendix A**.

3. Reporting Capabilities

Proposers are required to submit quarterly sales reports and other reporting documents to CoPro+/Washtenaw ISD.

4. Shipping Errors

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

Proposer Response:

1.9 Task Orders

Respondents shall respond to individual Task Orders/Quote Requests issued by Washtenaw ISD and other participating entities based on the job specifications provided. If respondent has existing cooperative contracts in place, Washtenaw ISD requests equal or better than pricing to be submitted.

- a. Unit prices should include delivery.
- b. Bid pricing must reflect Net 30 payment terms unless specified otherwise in the Task Order/Quote Request.
- c. Sales Tax: Washtenaw ISD and participating entities are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.
- d. Federal Excise Tax: Washtenaw ISD and participating entities may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Washtenaw ISD's or the participating entity'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.
- e. Special Incentives: Washtenaw ISD is interested in any other special programs and alternative recommendations that vendors may have. Please discuss these programs, such as customer employee retail discounts, return policies, trade-in programs allowing the return of new product not needed, quantity discounts, green product offering, Michigan made products, etc.

Proposer Response:

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

1.10 Price Assurance

The awarded vendor agrees to provide competitive pricing to Washtenaw ISD and its participating entities.

All pricing submitted to Washtenaw ISD and participating entities through the resulting contract(s) shall include 2.0% administrative/remittance fee to be remitted to CoPro+ by the contractor.

1.11 Product Specifications

1.11.1 Reservation of Rights

All products being bid shall be certified as new and unused. Please bid top-of-the-line products. Generics are not preferred. The product lines of nationally recognized manufacturers who regularly advertise, promote, and distribute catalog products to the school and local government market are preferred. However, Washtenaw ISD 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. Washtenaw ISD further reserves the right to waive any irregularity or informality in the RFQu process or any bid, and the right to award to one or multiple vendors. Washtenaw ISD 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. Washtenaw ISD 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. Washtenaw ISD reserves the right to request additional information from any or all bidders. Washtenaw ISD also reserves the right to select one or more vendors to award a contract to under this RFQu. In the event a bid is accepted by Washtenaw ISD and the vendor asserts

exceptions, special considerations or conditions after acceptance, Washtenaw ISD, in its sole and absolute discretion, reserves the right to reject the bid and award other bidder(s).

1.11.2 Competition Promoted

The name of a model, manufacturer or brand in Washtenaw ISD bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Bidders may offer a variety of brands and models, as it is the intent of Washtenaw ISD to provide a multitude of options to the eligible agencies. Washtenaw ISD expects all supplies, materials, equipment, or products bid to meet or exceed the specifications set forth in this RFQu. Further, it is Washtenaw ISD's intent that this RFQu 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 RFQu 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. Washtenaw ISD, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by bidder meet the specifications contained in this RFQu and possess equivalent and/or better qualities. It is the bidder's responsibility to notify Washtenaw ISD in writing if any specifications or suggested comparable equivalent products/brands require clarification by Washtenaw ISD prior to the due date for bids.

SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, any RFQu Addenda and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFQu # WISD-740/890-04152025 – Water Filtration, Maintenance, and Services.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, and agrees that its Bid, if accepted by Washtenaw ISD, will be the basis for the Bidder to enter into a contract with Washtenaw ISD in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements:
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
 - Certificate of Independent Price Determination
 - Clean Air and Water Certificate
 - Certification Regarding Lobbying Contracts, Grants, Loans, and Cooperative Agreements
 - U.S. Department of Energy Assurance of Compliance Non-Discrimination in Federally Assisted Programs
 - Affidavit as to Disclosure of Familial Relationships for Competitive Bids
 - All products must meet Buy American standards
6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQu and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against Washtenaw ISD based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with Washtenaw ISD shall hold Washtenaw ISD, its officers, agents, and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Washtenaw ISD, prior to award, and shall include an insurance



certificate and additional insured certificate, naming Washtenaw ISD, which meets the minimum insurance requirements, as stated in the terms and conditions.

2.1 Company Profile

| | | | |
|--|--------------------|--|--|
| Official Company Name of Bidder: CGC Water Treatment & Plumbing | | Type of Entity/Organization (check one): | |
| Street Address: 2875 N Old US 23 | | <input checked="" type="checkbox"/> Corporation | |
| City: Howell | | <input type="checkbox"/> Joint Venture | |
| State: Michigan | Zip Code: 48855 | <input type="checkbox"/> Limited Liability Partnership | |
| Website: cgcwater.com | | <input type="checkbox"/> Partnership | |
| Primary Contact Name: Jessica Williams | | <input type="checkbox"/> Limited Liability Corporation | |
| Primary Contact Phone Number 810-986-6244 | | <input type="checkbox"/> Non-Profit / Church | |
| Primary Contact Email Address: jdurant@cgcwater.com | | <input type="checkbox"/> Other: | |
| Dun & Bradstreet (D&B) Number (if applicable): | | | |
| Has your company been debarred by the Federal Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i> | | | |
| Has your company been debarred by State Governments? <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 | | | |
| Average sales volume for the past 3 years: \$14,502,804 - average per year | | | |
| Brief history of your company, including the year it was established: Founded in 1946 and have grown into a trusted provider of water treatment & plumbing services. | | | |
| How many clients do you currently service and how large is each client? <small>We service over 6,000 customers annually, ranging from individual households to larger commercial clients such as fast food chains, office buildings, and hotels.</small> | | | |
| Describe the financial soundness of your organization. Include any reports (audited financials, bank letters, D&B reports, etc.) that demonstrate your firm's strength. <small>We maintain consistent revenues and healthy cash flow, enabling us to support large scale projects and outgoing service commitments.</small> | | | |
| Identify any litigation your firm is currently involved in or has settled/resolved over the last year. <small>A customer incident from over two years ago, involving a fall, has recently resulted in a lawsuit being filed against the company. We are actively working with our legal counsel.</small> | | | |
| Provide a statement on current workload and status. Our team is fully staffed and capable of supporting new projects without impacting service levels | | | |
| Signature: <i>Jessica Williams</i> | | | |
| Name and Title of Signer: Jessica Williams Operations Director | | | |
| Date: 4/28/2025 | | | |

Please include a current copy of a W-9 with your proposal.

2.2 References

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

| | |
|--|----------------------|
| Entity Name: Birch Grove School | |
| Contact Name: Mia | Title: |
| City: Oakland Charter Township | State: MI |
| Phone Number: 231-818-1085 | Years Serviced: 4 |
| Description of Services: installation of commercial grade water softening equipment | |
| Annual Volume: \$28,234 | |

| | |
|--|----------------------|
| Entity Name: Wellbridge of Fenton | |
| Contact Name: | Title: |
| City: Fenton | State: MI |
| Phone Number: 810-618-5725 | Years Serviced: 8 |
| Description of Services: Service and maintenance of commercial softener and reverse osmosis drinking water system | |
| Annual Volume: \$36,808 | |

| | |
|--|-----------------------|
| Entity Name: Huda Schools | |
| Contact Name: | Title: |
| City: Franklin | State: MI |
| Phone Number: 248-626-0900 | Years Serviced: 11 |
| Description of Services: Service and maintenance of commercial softener and reverse osmosis drinking water system | |
| Annual Volume: \$10,272 | |

2.3 Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or 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 Michigan Department of Education (MDE).

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Washtenaw County Intermediate School District 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. Washtenaw ISD as a Michigan public entity is required to follow Public Act 517 of 2012.

| | |
|-------------------|-----------------|
| Vendor Signature: | <i>Williams</i> |
| Date: | 5/1/2025 |

| Notary | |
|---|------------------------|
| State of | <u>MI</u> |
| County of | <u>Livingston</u> |
| Sworn to and subscribed before me, a notary public in and for the above state and county, on this <u>1</u> day of <u>May</u> , 20 <u>25</u> . | |
| Notary Public | <i>Imberly Withers</i> |
| My commission expires: | <u>6-23-30</u> |

Livingston

2.4 Certificate of Independent Price Determination

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

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

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

Jessica Williams Operations Director
Company's Authorized Representative / Position Title

Jessica Williams
Signature of Company Representation

CGC Water Treatment & Plumbing
Company Name

5/1/2025
Date of Signature



2.5 Clean Air and Water Certificate

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

Name of Manufacturer or Processor

Acting for Washtenaw ISD

THE MANUFACTURER OR PROCESSOR AGREES AS FOLLOWS:

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

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

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

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

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

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

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

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

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

Jessica Williams Operations Director
Company's Authorized Representative / Position Title

Jessica Williams
Signature of Company Representation

CGC Water Treatment & Plumbing
Company Name

5/1/2025
Date of Signature



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

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

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

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

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

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

Jessica Williams Operations Director

Company's Authorized Representative / Position Title

CGC Water Treatment & Plumbing

Company Name

Jessica Williams

Signature of Company Representation

5/1/2025

Date of Signature



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

DOE F 1600.5

(06-94)

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U.S. Department of Energy

Assurance of Compliance

Nondiscrimination in Federally Assisted Programs

OMB Burden Disclosure Statement

OMB Control No.

1910-0400

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

CGC Water Treatment & Plumbing

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

Applicability and Period of Obligation

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

Employment Practices

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

Subrecipient Assurance

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



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OMB Control No.
1910-0400

Data Collection and Access to Records

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

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

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

Applicant Certification

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

| | |
|--|-------------------------------------|
| Jessica Williams Operations Director | <i>Jessica Williams</i> |
| Designated Responsible Employee / Position Title | Signature of Company Representation |
| <i>J Williams</i> | 5/1/25 |
| Signature | Date of Signature |
| Jessica Williams | 810-986-6244 |
| Applicant's Name | Telephone Number |
| 2875 N Old US 23 | 5/1/2025 |
| Address | Date |
| Howell, MI 48855 | |



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1910-0400

Authorized Official:
President, Chief Executive Officer
or Authorized Designee

Jessica Williams Operations Director

810-986-6244

Name and Title

Telephone Number


Signature

5/1/2025
Date



2.8 AFFIDAVIT AS TO DISCLOSURE OF FAMILIAL RELATIONSHIPS FOR COMPETITIVE BIDS

Section 1267 of the Michigan Revised School Code requires competitive bids on all material and labor required for the complete construction of a proposed new building, or the addition to, repair, or renovation of, an existing school building ("Competitive Bids"). Section 1267(3)(d) requires any Competitive Bid to be accompanied by a sworn and notarized statement that discloses any familial relationship that exists between the owner or any employee of the bidder and any member of:

- the **Board of Trustees** of the Washtenaw Intermediate School District ("WISD"), Ann Arbor Public Schools (AAPS), Chelsea Schools, Dexter Community Schools, Lincoln Consolidated Schools, Manchester Community Schools, Milan Area Schools, Saline Area Schools, Whitmore Lake Public Schools and Ypsilanti Community Schools
- and the **Superintendent** of the WISD, Ann Arbor Public Schools (AAPS), Chelsea Schools, Dexter Community Schools, Lincoln Consolidated Schools, Manchester Community Schools, Milan Area Schools, Saline Area Schools, Whitmore Lake Public Schools and Ypsilanti Community Schools

THE WISD BOARD OF TRUSTEES WILL NOT ACCEPT A COMPETITIVE BID FOR CONSTRUCTION, ADDITION TO, REPAIR OR RENOVATION OF A SCHOOL BUILDING THAT DOES NOT INCLUDE A NOTARIZED ORIGINAL OF THIS AFFIDAVIT.

INSTRUCTIONS: This report must be completed either in ink or typewritten for each school district listed above. Attach pages of this size if additional space is needed in response to questions 2 and 4.

Name of Bidder: CGC Water Treatment & Plumbing

Address: 2875 N Old US 23, Howell, MI 48855

Period of Proposed Work: _____

1. Does the owner or any employee of the bidder have any familial relationship with any member of the

- | | |
|--|--|
| a. WISD Board of Education | Yes ___ No <input checked="" type="checkbox"/> |
| b. Ann Arbor Public Schools Board of Education | Yes ___ No <input checked="" type="checkbox"/> |
| c. Chelsea Schools Board of Education | Yes ___ No <input checked="" type="checkbox"/> |
| d. Dexter Community Schools Board of Education | Yes ___ No <input checked="" type="checkbox"/> |
| e. Lincoln Consolidated Schools Board of Education | Yes ___ No <input checked="" type="checkbox"/> |
| f. Manchester Community Schools Board of Education | Yes ___ No <input checked="" type="checkbox"/> |
| g. Milan Area Schools Board of Education | Yes ___ No <input checked="" type="checkbox"/> |
| h. Saline Area School Board of Education | Yes ___ No <input checked="" type="checkbox"/> |
| i. Whitmore Lake Public Schools Board of Education | Yes ___ No <input checked="" type="checkbox"/> |
| j. Ypsilanti Community Schools Board of Education | Yes ___ No <input checked="" type="checkbox"/> |

2. If the answer to #1 is yes, complete the following:

- a. Name of Employee: _____
- b. Home Address of Employee: _____
- c. Position Held: _____
- d. District and Name of the Board of Education Member that owner/ employee knows:
District _____
Name of Trustee: _____

3. Does owner or any employee of the bidder have any familial relationship with the Superintendent of:

- | | |
|---------------------------------|--|
| a. WISD | Yes ___ No <input checked="" type="checkbox"/> |
| b. Ann Arbor Public Schools | Yes ___ No <input checked="" type="checkbox"/> |
| c. Chelsea Schools | Yes ___ No <input checked="" type="checkbox"/> |
| d. Dexter Community Schools | Yes ___ No <input checked="" type="checkbox"/> |
| e. Lincoln Consolidated Schools | Yes ___ No <input checked="" type="checkbox"/> |
| f. Manchester Community Schools | Yes ___ No <input checked="" type="checkbox"/> |
| g. Milan Area Schools | Yes ___ No <input checked="" type="checkbox"/> |
| h. Saline Area School | Yes ___ No <input checked="" type="checkbox"/> |
| i. Whitmore Lake Public Schools | Yes ___ No <input checked="" type="checkbox"/> |
| j. Ypsilanti Community Schools | Yes ___ No <input checked="" type="checkbox"/> |

4. If the answer to #3 is yes, complete the following:

- a. Name of Employee: _____
- b. Home Address of Employee: _____
- c. Position Held: _____
- d. District and Name of the Superintendent that owner/ employee knows:
District _____
Name of Superintendent: _____



THIS FORM IS REQUIRED WITH ALL CONSTRUCTION BIDS (or as deemed necessary)

I, Jessica Williams, having been duly sworn on oath, say that I am
(Typed name of affiant)

the above-named, that I have personally prepared the foregoing affidavit, and that the same is true to the best of my knowledge and belief.

Jessica Williams
[Signature of affiant]

Subscribed and sworn to before me, this 1 day of May, 2025

Kimberly Wilke [signature of Notary]

Kimberly Withers [typed name of Notary]

NOTARY PUBLIC

My commission expires: June 23, 2030

Kingston

SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

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

| TIMETABLE | |
|---|----------------|
| Release of RFQu: | April 15, 2025 |
| Question & Answer Due Date: | April 29, 2025 |
| Questions and Answers Responses Posted: | May 6, 2025 |
| Proposals Due by (1:00 P.M. / EST) *: | May 13, 2025 |
| Evaluation/Clarifications/Negotiations: | May 2025 |
| Notice to Award: | June 2025 |
| Master Agreement Award Date: | June/July 2025 |

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

3.1 Washtenaw ISD Responsibility

Washtenaw ISD 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 Washtenaw ISD 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 RFQu by e-mail to the address identified below. All questions must be received by 5:00 P.M. EST (Eastern Standard Time) no later than April 29, 2025. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFQu.

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

Email address: trowe@washtenawisd.org

Washtenaw ISD may modify the RFQu at any time during the bid process. All changes to the RFQu will be posted under the bid number and each posting officially revises the RFQu.

3.4 Preparation of the Proposal

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

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

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

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

3.5 Bid Submission Deadline

The Deadline for receipt of Bid is: May 13, 2025, 1:00 P.M. EST (the "Due Date").

1. **Submit an electronic version of your Bid to Washtenaw ISD via email to trowe@washtenawisd.org not later than 1:00 P.M. Tuesday, May 10, 2025.** Washtenaw ISD has no obligation to consider any proposal that is not timely received. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Washtenaw ISD not when it was sent. Bids will not be accepted via U.S. mail or any other delivery method.
2. APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "Bid Response RFQu # WISD-740/890-04152025 Water Filtration Bid" *with Company Name.*

3.6 Adherence to Mandatory Requirements (Pass/Fail)

Washtenaw ISD Administrator or designee shall review Section 2.0 Bidder Information and determine if the Proposer meets the minimum requirements as outlined in this RFQu.

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

3.7 Evaluation Process

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

- A. Washtenaw ISD may contact the Proposer for clarification of the Proposer's Bid.
- B. Washtenaw ISD may require the Proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFQu. 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, Washtenaw ISD and the prospective supplier(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Washtenaw ISD may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal. It is anticipated that pre-qualified contract awards will be made to multiple vendors.

3.8 Evaluation Criteria

1. Evaluation Factors for Statement of Work (Section 1) – 34 points
2. Company Profile (Section 2.1) - 10 points
3. References (Section 2.2) – 20 points
4. Pricing Range – 36 points

3.9 Optional Tools to Enhance Evaluation Process

Washtenaw ISD 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 Washtenaw ISD:

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

3.10 Washtenaw ISD Option to Reject Proposals

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

3.11 Freedom of Information Act

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

Washtenaw ISD 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 RFQu, the Proposer shall be deemed to have agreed to indemnify and hold harmless Washtenaw ISD for any liability arising from or in connection with Washtenaw ISD'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 RFQu which have been marked "Trade Secret," "Confidential," or "Proprietary."



3.12 Contacts with Washtenaw ISD Personnel

All contact with Washtenaw ISD regarding this RFQu or any matter relating thereto must be in e-mailed as follows:

Email address: trowe@washtenawisd.org

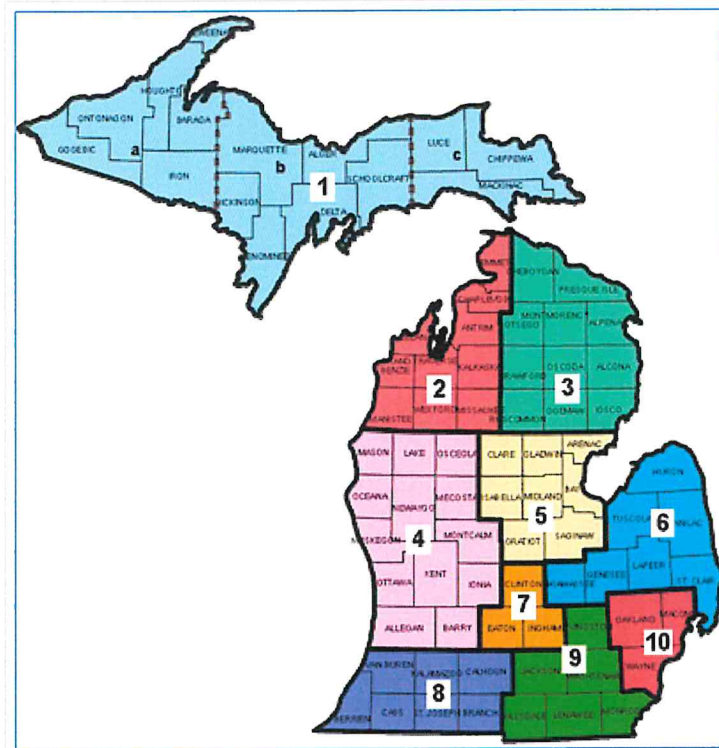
If it is discovered that a Proposer contacted and received information regarding this solicitation from any Washtenaw ISD personnel other than the Procurement Contact, Washtenaw ISD, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Washtenaw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

3.13 Final Agreement Award Determination

Washtenaw ISD 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 Washtenaw ISD.

Solicitation Terms and Condition can be found at [Bids - Business Services - Administrative Departments - Services - Washtenaw ISD](#)

APPENDIX A – 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

Please list which Regions you will service.