



KEY CONTRACT TERMS

For Master Agreement WRESA-22-2024-2025-09-R

<u>Contract Between:</u>	Wayne RESA and Reyes Coca-Cola Bottling, L.L.C.
<u>Contract Purpose:</u>	Master Agreement for Beverage Products and Services for Wayne RESA authorized CoPro+ Members
<u>Contract Number:</u>	WRESA-22-2024-2025-09-R
<u>RFP Number:</u>	WRESA-22-2024-2025-09
<u>Contractor Name:</u>	Reyes Coca-Cola Bottling, L.L.C.
<u>Contractor Address:</u>	12225 Oakland Parkway Highland Park, MI 48203
<u>Contractor Telephone:</u>	(734) 274-9534
<u>Contract Administrator:</u>	Wayne RESA Designee/CoPro+
<u>Base Contract Years:</u>	November 19, 2024 – November 18, 2027
<u>Option Years:</u>	November 19, 2027 – November 18, 2028 (Option Year 1) November 19, 2028 – November 18, 2029 (Option Year 2)
<u>Delivery/Shipment:</u>	Refer to Section 1.6
<u>Pricing:</u>	Refer to Section 2.1 and Attachment A
<u>Administrative Fee:</u>	2.0%
<u>Terms & Conditions:</u>	Refer to Section 3
<u>F.O.B.:</u>	Destination
<u>Ordering Options:</u>	MyCoke.com
<u>Payment Options:</u>	Purchase Order or Direct Voucher
<u>Miscellaneous Information:</u>	THIS AGREEMENT IS EXTENDED TO AUTHORIZED COPRO+ MEMBERS (AS DEFINED IN SECTION 5.23 BELOW)



Signature of Contractor’s Duly Authorized Representative

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually an on behalf of the Contractor that:

(1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor; (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued; (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and (4) All affirmations contained in the RFP are true and correct.

CONTRACTOR:

Reyes Coca-Cola Bottling, L.L.C.

Firm Name

Signed by:

26A6A052388041C
Authorized Representative Signature

Dean Johnson Director
Print Name/Title

8/1/2025
Date

WAYNE RESA:

Rob McCoy Senior Executive Director of Operations
Name/Title

Signed by:

C43ACE0578ED42E
Authorized Signature

8/1/2025
Date



SECTION 1.0: SCOPE OF WORK - CONTRACT REQUIREMENTS

Wayne RESA (“WRESA”) Educational Services Department, in partnership with the Michigan Association of Counties (“MAC”) CoPro+ Program, has awarded this Master Agreement (“Master Agreement” or “Contract”) for Beverage Products and Services.

For additional requirements and scope of work detailed responses, see RFP and the awarded proposal response provided as Attachment C.

This Contract establishes the terms and conditions for the provision of Beverage Products and Services by the Contractor. The following requirements shall govern the scope of work, responsibilities, and expectations between the client and the Contractor, ensuring the efficient and reliable procuring of Beverage Products and Services.

1.1 Scope of Work

Please see Contractor’s proposal (Attachment C) for a description of the following:

The purpose of this Contract is to establish a comprehensive, cost-effective agreement with a vendor who can supply a range of high-quality Beverage Products and associated services as needed to meet the needs of the Consortium's Schools.

A. Product Requirements

The Contractor shall have the exclusive right to supply the following types of Beverage Products (as defined below) for sale and distribution on Campuses. (Campuses with pre-existing lunch program Contracts that include Beverages and Campuses with any other pre-existing Contracts that include Beverages will be excluded.):

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

“Products” means Beverage products purchased directly from Contractor or sold through vending machines owned and stocked exclusively by Contractor.



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“Beverage” or “Beverages” means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups®, pods and all other beverage bases from which Beverages can be made are deemed to be included in this definition. For the avoidance of doubt, “flavor enhancers”, “liquid water enhancers”, brands and products of water purification and Beverage making systems (e.g. Brita®, Soda Stream®), and non-alcoholic beverages sold as “shots” or “supplements” are considered Beverages. “Campus” means the entire premises of each and every Consortium School and facility owned or operated by Wayne RESA either now or in the future, including without limitation, all athletic facilities, school stores, offices, maintenance facilities, and including for each such location, the grounds, parking lots, all buildings which are a part of the location, all cafeterias, faculty and staff lounges, dining facilities, branded and unbranded food service outlets, concession stands, press rooms, sky boxes, stadium suites, vending locations, and players’ benches, sidelines and locker rooms. The defined term “Consortium School” is included within the collective term “Campus.”

B. Product Specifications

1. Products should have a shelf life that ensures freshness upon delivery.
2. Nutritional information must be clearly labeled on all Products.

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.

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.

E. Delivery and Distribution

1. **Delivery Schedule:** Deliveries should be made during normal 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 that are participating CoPro+ Members and within Contractor's delivery region.

1.2 Product Specifications

All Products furnished must be in conformity with the requirements and specifications set forth in this Contract and will be subject to inspection and acceptance by the individual customers (i.e., each Consortium School) at delivery. The right is reserved to reject and return at the risk and expense of the Contractor if the tendered Products do not meet the specifications or otherwise do not conform to the requirements of this Agreement or the applicable Statement of Work.

1.2.1 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.

1.3 Service Capabilities

1.3.1 Communication Plan/Contract Management

Contractor has identified 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.

1.3.2 Primary Account Representative

Contractor has identified their primary account representatives who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents.



- Gregory Nelson, Account Executive, Gregory.Nelson@glccb.com

with a copy to:

Reyes Coca-Cola Bottling, L.L.C.

4 Park Plaza, Suite 2000

Irvine, CA 92614

Attention: General Counsel Email: joel.celestin@reyescceb.com

1.4 Customer Service

Please see Contractor's proposal (Attachment C) for a description of the following:

The Contractor must have an accessible customer service department with an individual specifically assigned to Wayne RESA. Customer inquiries will be responded to in accordance with Contractor's applicable policies and procedures and Contractor will use commercially reasonable efforts to respond within forty-eight (48) hours or two (2) business days unless it is an emergency issue.

1.5 Purchase Orders

Requests for quotes will be initiated by CoPro+ Members and/or consortium schools ("Participating Agencies") as specific needs arise in accordance with the terms of this Contract. 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.

1.6 Delivery and Acceptance

Please see Contractor's proposal (Attachment C) for a description of the following:

Contractor has addressed 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.



1.7 Management and Staff

Please see Contractor's proposal (Attachment C) for a description of the following:

- Project Management of the Contract.
- Staffing and responsibilities.



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SECTION 2.0 – PRICING REQUIREMENTS & SCHEDULE

2.1 Pricing Schedule

2.1.1 Pricing Schedule Worksheets

See Pricing Attachment A.

2.1.2 Tax Excluded from Price

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

(b) Federal Excise Tax: Governmental entities may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State'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 Contractor's prices must not include the Federal Excise Tax.

2.1.3 The Contractor agrees to provide pricing to Wayne RESA and its Participating Agencies as set forth in Attachment A. During the remainder of the Term, such prices will increase annually five percent (5%) over the previous Agreement Year's price. Annual price increases shall occur automatically on November 19 of each Agreement Year. Any Product purchased directly from Contractor with pricing not set forth in Attachment A shall be offered at Contractor's then current trade letter pricing unless otherwise agreed in writing for the first Agreement Year offered and will be subject to the annual price increases in subsequent Agreement Years. In addition, in the event of an increase in Contractor's cost of goods, manufacture or delivery, or new or increased taxes, deposits or other governmental charges or fees, Contractor may increase prices. However, the Contractor must honor previous prices for thirty (30) days after approval and written notification from Wayne RESA if requested. If applicable, Wayne RESA agrees to comply with all terms of the Credit Application and Agreement ("Credit Agreement") it signed, including without limitation credit terms.

2.2 Administrative Fee

All pricing submitted to Wayne RESA and its participating entities shall include 2.0% remittance fee to be remitted to CoPro+ by the Contractor on a quarterly basis. The remittance fee 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 for acceptance, using the same format as was accepted in the original Contract.



SECTION 3.0 - TERMS AND CONDITIONS

1. Wayne RESA Rights & Responsibilities

Wayne RESA has the right to amend a bid by one or more written addendums. Wayne RESA is responsible only for that, which is expressly stated in the solicitation document and any authorized written addenda thereto. Each addendum shall be made available to each person or organization, which Wayne RESA records indicate has received a bid.

Should any such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the reasonable discretion of Wayne RESA. Wayne RESA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

2. Conflict of Interest

No Wayne RESA employee or agent whose position in Wayne RESA enables him/her to influence the selection of a Supplier for this Solicitation, or any competing solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Supplier.

3. Gratuities

It is improper for any Wayne RESA officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Master Agreement or that the Proposer's failure to provide such consideration may negatively affect Wayne RESA's consideration of the Proposer's submission.

A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne RESA officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Master Agreement.

4. Laws



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4.1 General Authority

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

4.2 Compliance with Laws

Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

4.3 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan, without regard to any conflicts of law principles applied in that State. With respect to any claim between the parties, the Contractor consents to venue of the courts, State and Federal, located in Wayne County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or forum non-conveniens. The Contractor must appoint agents in the State of Michigan to receive service of process. The prevailing party in any litigation shall be entitled to an award of its reasonable attorney's fees and costs and expenses.

4.4 Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into in the State of Michigan for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

4.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., Wayne RESA must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of Wayne RESA, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, Wayne RESA may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of



the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

4.6 *Intentionally Omitted.*

4.7 *Freedom of Information*

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

4.8 *Abusive Labor Practices*

The Contractor may not furnish any deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

5. **General Provisions**

5.1 *Bankruptcy and Insolvency*

Wayne RESA may, without prejudice to any other right or remedy, fully or partially terminate this Contract on 45 days written notice if:

- (a) the Contractor files for bankruptcy protection;
- (b) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency; or
- (c) the Contractor makes a general assignment for the benefit of creditors.

5.2 *Media Releases and Retention of Rights*

News releases (including promotional literature and commercial advertisements) pertaining to the solicitation and this Contract or the project to which it relates will not be made without prior approval by Wayne RESA and Contractor. Wayne RESA shall not obtain, by this Contract, any right, title or interest in the trademarks of The Coca-Cola Company or Contractor, nor shall this Contract give Wayne RESA the right to use, refer to, or incorporate in any marketing or other materials the name, logos, trademarks or copyrights of The Coca-Cola Company.



5.3 *Intentionally Omitted.*

5.4 *Legal Effect*

Wayne RESA is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.3, Quotes/Order/Delivery/Inspection.

5.5 *Entire Agreement*

This Contract constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, whether written or oral. All attachments and exhibits specifically referenced and attached to this Contract are hereby incorporated by reference in their entirety and form an integral part of this Contract.

5.6 *Order of Precedence*

In the event of any inconsistency or conflict between the documents forming this Contract, such inconsistency shall be resolved by giving precedence in the following descending order:

- (a) Attachment B – COVID & ARPA Federal Requirements (if WRESA funding source requires);
- (b) Mandatory sections (Contract Term, Legal Effect, Insurance, Indemnification, Termination, Governing Law, Limitation of Liability);
- (c) The most recent Statement of Work expressly made part of this Contract;
- (d) The Terms and Conditions as set forth in Section 3.0 of this Contract, excluding the sections listed in subsection (a);
- (e) Attachment A – Pricing
- (f) Any Purchase Order, Direct Voucher, or Procurement Card Order issued pursuant to this Contract;
- (g) Attachment C – RFP Requirements and Proposer's responses to the RFP;
- (h) Any other document expressly incorporated by reference into this Contract.

Future amendments or additional Statements of Work, once duly executed, shall take precedence over the corresponding sections of this Contract.

5.7 *Headings*

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

5.8 *Reformation and Severability*

Each provision of the Contract is severable from all other provisions of the Contract. If any provision of this contract is held unenforceable, then the Contract



will be modified to reflect the parties' original intent. All remaining provisions of the Contract remain in full force and effect.

5.9 Approval

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

5.10 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

5.11 Survival

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

5.12 Electronic Payment Requirement

The Contractor must state if they are able to receive electronic fund transfer (EFT) payments.

5.13 Cooperation with Third Parties

The Contractor and its subcontractors must cooperate with Wayne RESA and its agents and other contractors, including Wayne RESA's quality assurance personnel.

5.14 Relationship of the Parties

The relationship between Wayne RESA and Contractor is that of client and independent contractor. It is mutually understood and agreed that each party and their respective employees and agents are at all times acting and performing separately and independently of the other party and are in no way or manner to represent themselves as agents or employees of the other party. As such, no party will incur any expenses nor create any liens or encumbrances in the other party's name or against the other party's interests. This Contract will not create a joint venture, partnership, or relationship of principal and agent or employer and employee between Wayne RESA and Contractor.

5.15 Time of Performance

(a) The Contractor must immediately notify Wayne RESA upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest Wayne RESA-approved delivery schedule and must inform Wayne RESA of the projected actual delivery date.



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(b) If the Contractor believes that a delay in performance by Wayne RESA has caused or will cause the Contractor to be unable to perform its obligations according to specified contract time periods, the Contractor must immediately notify Wayne RESA and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by Wayne RESA.

5.16 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the deliverable(s) for more than 30 days from the date of requested delivery or performance, , Wayne RESA may: (a) procure the affected deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from Wayne RESA as a result of any Excusable Failure or to payments for deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its subcontractors except to the extent that a subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in



performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

5.17 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of two years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

5.18 Examination of Records

Wayne RESA, upon ten (10) days prior written notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. Wayne RESA does not have the right to review any information deemed confidential by the Contractor.

5.19 Audit Resolution

If necessary, the Contractor and Wayne RESA will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within thirty (30) days after receiving the report, unless the report specifies a shorter response time. The Contractor and Wayne RESA must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

5.20 Errors

(a) If an audit reveals any financial errors in the records provided to Wayne RESA, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within forty-five (45) days of the last invoice on which the balance appeared or upon termination of the contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between Wayne RESA's actual payment and the correct invoice amount, as determined by an audit, is greater than 20%, the Contractor must pay all reasonable audit costs.

5.21 Disclosure of Litigation

(a) Within thirty (30) days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:



- (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
 - (ii) A parole or probation proceeding;
 - (iii) A proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
 - (iv) A civil proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.
- (b) Information provided to Wayne RESA from the Contractor's publicly filed documents will satisfy the requirements of this Section.
- (c) If any proceeding that is disclosed to Wayne RESA or of which Wayne RESA otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about:
- (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or
 - (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide Wayne RESA all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this contract.

5.22 Other Disclosures

The Contractor must notify Wayne RESA Administrator within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

5.23 CoPro+ Requirements

- (a) The Contractor will work with CoPro+ to ensure that all purchasers are members ("CoPro+ Members") before extending the Contract pricing to such CoPro+ Member.
- (b) To the extent that CoPro+ Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.



(c) The Contractor must submit invoices to and receive payment from CoPro+ Members, Participating Entities, on a direct and individual basis, via MyCoke.com.

5.24 *Bid Protest Process*

Bid protests are filed by Vendors because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by Wayne RESA during the solicitation process. Common reasons for Vendors filing a bid protest include:

- The Master Agreement was awarded to Vendor with higher prices.
- The Vendor proposal was rejected for invalid reasons.
- The Vendor awarded the resultant Master Agreement did not comply with solicitation specifications.

1. General Authority

Wayne RESA Administrator maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by Wayne RESA departments, districts or agencies which are governed by Wayne RESA's Board.

2. Protest Procedure

Upon a determination of Vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on Wayne RESA's bid website, and notify all solicitation participants of the intended award via email.

- A. Non-selected Vendors will have three (3) business days from the date the notice is posted to file a formal bid protest with Wayne RESA Administrator or the designee.
- B. The bid protest, which must be received by Wayne RESA Administrator or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
- C. Upon execution of the Master Agreement with the selected Vendor, Wayne RESA Administrator or designee will not take action on a bid protest, but a written response will be provided to the protesting Vendor.
- D. If a Vendor's bid protest is appropriately filed, Wayne RESA Administrator or designee may delay the award of the Master Agreement until the matter is resolved.
- E. Notwithstanding the foregoing, throughout the bid protest review process, Wayne RESA has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, Wayne RESA reserves the right to make an award when it is determined to be in the best interest of Wayne RESA to do so.
- F. Wayne RESA Administrator or designee will respond to all bid protests in a timely manner.



6. Insurance

6.1 Liability Insurance

For the purpose of this Section, "Wayne RESA" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) Wayne RESA, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, Wayne RESA is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

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(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect Wayne RESA from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(ii) waive all rights against Wayne RESA for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by Wayne RESA

(iv) obtain insurance, unless Wayne RESA approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by Wayne RESA.

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.



6.2 Subcontractor Insurance Coverage

Except where Wayne RESA has approved a subcontract with other insurance provisions, the Contractor must require any subcontractor to purchase and maintain the insurance coverage required in Section 6.1, Liability Insurance. Alternatively, the Contractor may include a subcontractor under the Contractor's insurance on the coverage required in that Section.

6.3 Certificates of Insurance and Other Requirements

Before the Contract is signed, and not less than twenty (20) days before the insurance expiration date every year thereafter, the Contractor must provide evidence that Wayne RESA and its agents, officers, and employees are included as additional insured's under each commercial general liability and commercial automobile liability policy. The Contractor must provide Wayne RESA Administrator with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 6.1, Liability Insurance.

7. Indemnification

7.1 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend, and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, except where caused by the negligence or willful misconduct of Wayne RESA or any of its departments, agencies, commissions, officers, employees, agents, and subcontractors.

7.2 Employee Indemnification

In any claims against Wayne RESA, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive.

7.3 Patent/Copyright Infringement Indemnification

(a) To the extent permitted by law, the Contractor must indemnify and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs



of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against Wayne RESA to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) Notwithstanding the foregoing, the Contractor is not liable and has no obligation to indemnify or defend Wayne RESA for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of Wayne RESA; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by Wayne RESA; (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract; or (iv) to the extent any injury or damage is finally judicially determined to have been proximately caused by the gross negligence of Wayne RESA.

7.4 *Limitation of Liability*

EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH IN THIS CONTRACT, ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS OR ANY CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS UNDER OR RELATING TO THIS CONTRACT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE SUBJECT MATTER HEREOF, HOWEVER CAUSED, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Warranties**

8.1 *Warranties and Representations*

The Contractor represents and warrants:

- (a) The performance of all obligations by Contractor pursuant this Contract will meet the Product Warranty set forth as Attachment A.
- (b) The Contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the Contract's requirements.



(c) The services performed by Contractor pursuant to this Contract and/or any Statement of Work will not infringe or encroach upon Wayne RESA's or any third party's personal, contractual, or proprietary rights, including, without limitation, patents, trademarks, trade names, copyrights, rights of privacy, or trade secrets.

(d) All warranties offered by suppliers of Contractor-furnished equipment and/or materials and any other warranties that become available after the commencement of the Statement of Work will be communicated to and will pass to Wayne RESA. Contractor will require the suppliers of such equipment to make Wayne RESA a beneficiary of such warranties.

(e) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to Wayne RESA or otherwise create an appearance of impropriety with respect to the award or performance of this Contract.

(h) Neither the Contractor nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of Wayne RESA would be influenced. The Contractor must not attempt to influence any Wayne RESA employee by the direct or indirect offer of anything of value.

(i) Neither the Contractor nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Proposer for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contract to any other Proposer before the award of the Contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by the Contractor to Wayne RESA in connection with the award of this Contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation, which, if adversely determined, might adversely affect the services to be performed hereunder



or restrict Contractor's ability to consummate the transactions contemplated hereby or its obligations hereunder.

(k) All written information furnished to Wayne RESA by the Contractor in connection with the award of this Contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(m) It will immediately notify Wayne RESA Administrator if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract is awarded.

8.2 *Intentionally Omitted.*

8.3 *Intentionally Omitted.*

8.4 *Warranty of Title*

The Contractor must convey good title to any Deliverable(s) provided to Wayne RESA by Contractor pursuant to this Contract. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which Wayne RESA, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

8.5 *Consequences for Breach*

In addition to any remedies available in law, if the Contractor materially breaches any of the warranties contained in Section 8, Warranties, the breach may be considered a material default.

9. Contract Administration

9.1 *Issuing Office*

This Contract is issued by Wayne RESA on behalf of all counties and local units of government of the State of Michigan. Wayne RESA Administrator or designee is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications. The Contract Administrator will be designated at the time of the contract award.

9.2 *Contract Administrator*

The Contract Administrator will monitor and coordinate contract activities on a day-to-day basis.

9.3 *Contract Changes*

(a) If Wayne RESA requests or directs, in writing, the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the Contract, the Contractor must notify



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Wayne RESA before performing the requested activities. If the Contractor begins work outside the scope of the contract and then ceases performing that work, the Contractor must, at the request of Wayne RESA, retract any out-of-scope work that would adversely affect the Contract.

(b) Wayne RESA or the Contractor may propose changes to the Contract. If the Contractor or Wayne RESA requests a change to the Deliverable(s) or if Wayne RESA requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, Wayne RESA Administrator will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the Contract (“Contract Change Notice”).

(c) No proposed change may be performed until Wayne RESA issues a duly executed Contract Change Notice for the proposed change. This Contract may be altered, amended or modified only in writing by a Contract Notice Change or otherwise, signed by both of the parties hereto.

Any changes based on the review must be implemented through the issuance of a Contract Change Notice.

9.4 *Intentionally Omitted.*

9.5 *Covenant of Good Faith*

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the Contract.

9.6 *Assignments*

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under the Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party.

(b) If a party intends to assign this Contract or any of the its rights or duties under the Contract, the assignor must notify the other party and provide adequate information about the assignee at least ninety (90) days before the proposed assignment or as otherwise provided by law or court order. Wayne RESA may withhold approval from proposed assignments, subcontracts, or novations if Wayne RESA determines, in its reasonable discretion, that the transfer of responsibility would decrease Wayne RESA's likelihood of receiving performance on the Contract or Wayne RESA's ability to recover damages.



(c) If Wayne RESA permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

9.7 *Criminal Background Checks*

Contractor hereby certifies that any employees, subcontractors and volunteers of the Contractor who will have duties related to the contracted services; have passed a criminal history background check if required.

10. **Acceptance of Deliverables**

10.1 *Delivery Responsibilities*

Unless otherwise specified by Wayne RESA, the following are applicable to all deliveries:

- (a) The Contractor is responsible for delivering the deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.
- (b) The Contractor must ship the deliverable(s) "F.O.B. Destination, within Government Premises."
- (c) Wayne RESA will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

11. **Stop Work Order & Termination**

11.1 *Stop Work Order*

Wayne RESA may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to thirty (30) calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, Wayne RESA must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order at the risk and expense of Wayne RESA and reimburse Contractor for any losses or damages.

11.2 *Termination of Stop Work Order*

The Contractor must resume work if Wayne RESA terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor



asserts its right to an equitable adjustment within twenty (20) days after the end of the Stop Work Order by submission of a request for adjustment to Wayne RESA; provided that, Wayne RESA may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 9.3, Contract Changes.

11.3 Allowance of the Contractor's Costs

If Wayne RESA fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 11.6, Termination by Wayne RESA, and Wayne RESA will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement and refund and prepaid amounts provided by Contractor. Wayne RESA is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 11.1, Stop Work.

11.4 Notice and Right to Cure

If the Contractor breaches the Contract, Wayne RESA will provide the Contractor notice of the breach and a period of at least thirty (30) days to cure the breach. Wayne RESA does not need to provide notice or an opportunity to cure for successive or repeated breaches or if Wayne RESA determines, in its reasonable discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

11.5 Termination for Cause

(a) Wayne RESA may fully or partially terminate this Contract for cause with thirty (30) days' prior written notice of such termination to the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a repeated failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by Wayne RESA

(e) The termination of one Statement of Work will not affect this Agreement or any other Statement of Work.

11.6 Intentionally Omitted.

11.7 Termination for Criminal Conviction

Wayne RESA may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a Wayne RESA, public, or private Contract or subcontract.



11.8 Rights and Obligations upon Termination

(a) If Wayne RESA terminates this Contract for any reason, the Contractor must:

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that Wayne RESA may direct, to preserve and protect deliverable(s) or other Wayne RESA property in the Contractor's possession;
- (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of Wayne RESA;
- (iv) transfer title in and deliver to Wayne RESA, unless otherwise directed, all deliverable(s) intended to be transferred to Wayne RESA at the termination of the Contract (which will be provided to Wayne RESA on an "As-Is" basis except to the extent Wayne RESA compensated the Contractor for warranty services related to the materials);
- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
- (vi) take all appropriate action to secure and maintain Wayne RESA information confidentially.

11.9 Reservation of Rights

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

11.10 Intentionally Omitted.

11.11 Termination by Contractor

If Wayne RESA breaches the contract and the Contractor, in its sole discretion, determines that the breach is curable, the Contractor will then provide Wayne RESA with notice of the breach and a time period (not less than thirty (30) days) to cure the breach.

The Contractor may terminate this Contract if Wayne RESA: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach.

12. Additional Contract Terms



12.1 COVID and ARPA Federal Requirements

Wayne RESA has sought to obtain federal funding to augment its response to the COVID-19 pandemic. Attachment B 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”)



ATTACHMENT A – PRICING

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 Contractor may charge (e.g., shipping and handling, per piece pricing, and palletizing).

Pricing Table for Beverage Products and Services

Category	Description	Unit Size	Packaging Type	Unit Price	Bulk Pricing (unit/case)
Juice	MINUTE MAID JUICE	10 oz	24 bottles	\$0.89	\$21.30
Juice	MINUTE MAID JUICE	12 oz	24 bottles	\$1.26	\$30.19
Carbonated Drinks	COLA/DIET	12 oz	24 cans	\$0.63	\$15.21
Sports Drink	POWERADE	20 oz	24 bottles	\$0.98	\$23.57
Water	DASANI WATER	16.9 oz	24 bottles	\$0.41	\$9.87
Water	DASANI WATER	20 oz	24 bottles	\$0.56	\$13.48
Water	DASANI WATER	1 liter	12 bottles	\$1.26	\$15.15
Premium Water	SMARTWATER	20 oz	24 bottles	\$1.13	\$27.19
Premium Water	SMARTWATER	700 ml	24 bottles	\$1.38	\$33.21
Premium Water	SMARTWATER	1 liter	12 bottles	\$1.66	\$19.93
Carbonated Drinks	COLA/DIET	20 oz	24 bottles	\$1.19	\$28.51
Enhanced Water	VITAMINWATER	20 oz	12 bottles	\$1.48	\$17.71
Other	TUM-E YUMMIES	10.1 oz	12 bottles	\$0.94	\$11.31
Tea	GOLD PEAK TEA	18.5 oz	12 bottles	\$1.53	\$18.33
Sports Drink	BODYARMOR	12 oz	24 bottles	\$0.89	\$21.37
Sports Drink	BODYARMOR	16 oz	12 bottles	\$1.62	\$19.38
Carbonated Drinks	TOPO SABORES	12 oz	24 bottles	\$0.89	\$21.25



Equipment Pricing Table

Equipment	Description	Rental Cost (Monthly)	Purchase Cost	Maintenance Cost (Annual)
Vending Machines	Energy-efficient, ADA-compliant, multi-payment system			
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	\$0 per location	Per delivery
Delivery Minimum	Minimum purchase amount for free delivery is \$300.00. If purchase is less than \$300.00 a \$35.00 delivery will be applied.		Per delivery
Installation Fees	Installation of vending machines/equipment		One-time
Training Costs	Staff training on equipment use		As needed



ATTACHMENT B - COVID & ARPA FEDERAL REQUIREMENTS

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



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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 be 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 non-proprietary 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.



ATTACHMENT C –RFP REQUIREMENTS AND PROPOSER’S RESPONSE

Attachment C, encompasses the complete set of requirements as outlined in the Request for Proposal (RFP) **WRESA-22-2024-2025-09-R** and the corresponding response submitted by **Reyes Coca-Cola Bottling, L.L.C.** The proposer's response, included herein, details how the proposer intends to satisfy the RFP requirements and is incorporated into the Contract as a binding commitment. The contents of this attachment form an integral part of the Contract and should be read in conjunction with the other contractual documents as specified in the Order of Precedence (Section 5.6 of the terms and conditions of the contract). The RFP requirements and the proposer's response are to be used as a baseline for performance expectations and deliverable standards throughout the duration of the Contract. In the event of a conflict between the terms and conditions of this Attachment C and the Master Agreement, the Master Agreement shall prevail and control.