

Proposer Response:

Please confirm your understanding by checking Yes or No.

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

A. Product Requirements

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

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

Proposer Response:

Reyes Coca-Cola offers beverages in all categories.

B. Product Specifications

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

Proposer Response:

All products offered are USDA compliant and meet the smart snacks standard.

C. Equipment Requirements

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

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

3. **Dispensers:** For bulk beverage options such as water or juice.

Proposer Response:

Yes

D. Maintenance and Support

For consortium members requiring equipment, please explain the following:

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

Proposer Response:

Service on equipment is as needed. Customers are able to request service via MyCoke.Com.

E. Delivery and Distribution

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

Proposer Response:

Yes, ordering assistance is offered on MyCoke.com.

1.4 Statewide Cooperative Contract

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

All pricing submitted to Wayne RESA and its participating entities shall include a **2% administrative fee** to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor’s responsibility to keep all pricing up to date and

on file with Wayne RESA/CoPro+. All price changes shall be presented to Wayne RESA/CoPro+ for acceptance, using the same format as was accepted in the original contract.

Proposer Response:

Please confirm your understanding by checking Yes or No.

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

1.5 Product Specifications

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

Proposer Response:

Please confirm your understanding by checking Yes or No.

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

1.5.1 Buy American Act

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

Proposer Response:

Please confirm your understanding by checking Yes or No.

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

1.6 Service Capabilities

1.6.1 Communication Plan/Contract Management

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

Proposer Response:

All Service requests have a 24-48 hour service level agreement.



1.6.2 Primary Account Representative

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

Proposer Response:

Gregory Nelson, Account Executive

1.7 Customer Service

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

Proposer Response:

Service calls are directed to MyCoke.com or our 800 number. Any issues will be directed to a local sales rep assigned to the school placing the service call.

1.8 Purchase Orders

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

Proposer Response:

Please confirm your understanding by checking Yes or No.

Yes No

1.9 Delivery and Acceptance

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

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

Proposer Response:

Orders under \$300.00 will have a \$35 delivery fee. Orders over \$300.00 will be delivered free of charge.

1.10 Management and Staff

Proposer should address the following items in their proposal:

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

Proposer Response:

Local Account Managers will be assigned to all participating school districts.

1.11 Pricing Schedule

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

1.11.1 RESERVED

1.11.2 Bid Pricing

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

1.11.3 Quantity Term

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

1.11.4 Tax Excluded from Price

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

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

Proposer Response:

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

NA

1.12 Price Assurance

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

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

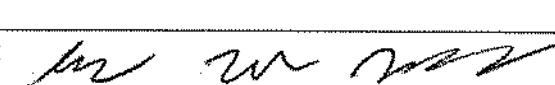
Proposer Response:

Please confirm your understanding by checking Yes or No.

Yes No

If "NO" was answered on any item in this RFP, please explain:

2.1 Company Profile

Company Profile	
Official Name of Proposer: Reyes Coca-Cola Bottling	
Street Address: 12225 Oakland Parkway	
City: Highland Park	
State: Michigan	
Zip Code: 48203	
Website: MyCke.Com	
Primary Contact Name: Gregory Nelson	
Primary Contact Phone Number: 734-274-9534	
Primary Contact Email Address: Gregory.Nelson@GLCCD.com	
Dun & Bradstreet (D&B) Number (if applicable): 079688489	
Has your company been debarred by the Federal and/or State Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>	
Have you ever been in bankruptcy or in reorganization proceedings? NO	
Brief history of your company, including the year it was established: 1976.	
Signature: 	
Name and Title of Signer: Gregory Nelson, Account Executive	
Date: October 10 th 2024	

2.2 References

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

Entity Name: Troy School District	
Contact Name: Gayle Moran	Title: Food and Beverage Manager
City: Troy	State: Michigan
Phone Number: 248-823-5059	Years Serviced: NA
Description of Services: High Schools Food and Beverage	
Annual Volume: 5000 cases	

Entity Name: Rochester Schools	
Contact Name: Meg Remy	Title: Administration
City: Rochester	State: MI
Phone Number: (248) 726-3109	Years Serviced: NA
Description of Services: Contract Management	
Annual Volume: 6000 cases	

Entity Name: Kent ISD	
Contact Name: Todd Bell	Title: Business Manager
City: Kentwood	State: MI
Phone Number: (616) 455-4400	Years Serviced:
Description of Services: Contract Management	
Annual Volume: 2000 cases	



2.3 Assurances and Certifications

CONTRACTOR'S EMPLOYMENT ELIGIBILITY

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

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

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

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

Gregory Nelson

Printed Name of Respondent

Signature of Respondent

Reyes Coca-Cola Bottling

Company Name

October 10th, 2024

Date of Signature

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Assurance Regarding Access to Records and Financial Statements

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

Iran Economic Sanctions Act

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

Vendor Signature:	
Date:	Oct 10 2024

Notary	
State of	<u>Michigan</u>
County of	<u>Grand Traverse</u>
Sworn to and subscribed before me, a notary public in and for the above state and county, on this <u>10th</u> day of <u>October</u> , 20 <u>24</u> .	
Notary Public	<u>John</u>
My commission expires: <u>May 20, 2029</u>	



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:

Gregory Nelson/ Account Executive

Company's Authorized Representative / Position Title

Lawrence

Signature of Company Representation

Reyes Coca-Cola Bottling

Company Name

October 10th, 2024

Date of Signature



CERTIFICATIONS/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

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

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

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

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

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

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

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

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

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

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

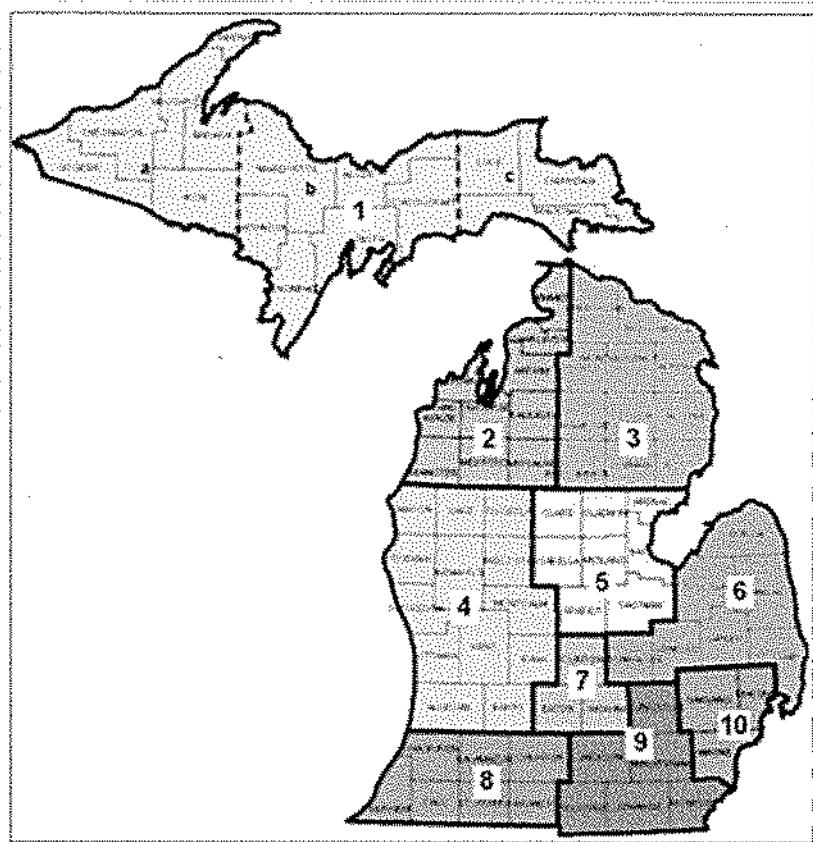
Gregory Nelson/ Account Executive
Company's Authorized Representative / Position Title


Signature of Company Representation

Reyes Coca-Cola Bottling
Company Name
Company Name

October 10th, 2024
Date of Signature
Date of Signature

APPENDIX A – Services Regional Map



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

Proposer Response:

Please list which Regions you will service.

1,2,3,4,5,6,7,8,9,10

Attachment A – Pricing Schedule

Pricing Table for Beverage Products and Services

Category	Description	Unit Size	Packaging type	Unit Price	Case Pricing
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	\$0	\$0	\$0
Coolers/Refrigerators	For storage and display of beverages	\$0	\$0	\$0
Dispensers	Bulk beverage dispensers	\$0	\$0	\$0

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	\$X.XX per unit	One-time
Training Costs	Staff training on equipment use	\$X.XX per session	As needed