



**MOR CONSORTIUM  
REQUEST FOR PROPOSAL  
RFP # 16-010-256**

**Food and Nonfood Supplies Distribution, Storage and Management of  
Commodity, Commercial Purchasing**

<b>RFP Available</b>	<b>Date:</b>	<b>December 21, 2016</b>
<b>Letter of intent to bid due</b>	<b>Date:</b>	<b>January 9, 2017</b>
<b>Bidders' Conference</b>	<b>Date:</b>	<b>January 10, 2017, 10:00 a.m.</b>
	<b>Place:</b>	<b>Oakland Schools 2111 Pontiac Lake Rd Waterford, MI 48328 Conference Room A</b>
<b>Proposals Deadline</b>	<b>Date:</b>	<b>February 10, 2017, 10:00 p.m.</b>
	<b>Place</b>	<b>Wayne RESA Purchasing Office 33500 Van Born Road Wayne, MI 48184</b>
<b>Bid-Opening</b>	<b>Date:</b>	<b>February 10, 2017, 10:15 p.m.</b>
		<b>Wayne RESA, Room 250a Vendors may attend; however, no award will be made at this time.</b>
<b>Contract Award</b>	<b>Date:</b>	<b>April 1, 2017</b>
<b>Service Start-Up</b>	<b>Date:</b>	<b>July 1, 2018</b>

Participation in Bidder's Conference is strongly encouraged.  
Additional clarifying information will be provided during the Conference.

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## **INSTRUCTION TO VENDORS**

### **A. Introduction**

The Macomb-Oakland-Wayne RESA Consortium known as MOR is a purchasing cooperative that is soliciting proposals for competitive negotiations for services from two service providers the first will be for commodity and commercial products the second will be the second/backup distributor for commodities if the first distributor is in any way unable to deliver the needed commodity services, and also a second commercial supplier for school districts and entities eligible to receive United States Department of Agriculture commodities and commercial products throughout the State of Michigan. Currently the MOR consortium is made up of 118 districts throughout Michigan. Vendors bidding should be aware that the names and number of districts/entities will change yearly on the commodity side of the business as per the Michigan Department of Education's process for Commodity consortium signup. The commercial pricing offered in this bid will be open to any school district or other such governmental agencies or eligible entities, whom may join the consortium at any time to take advantage of commercial bid pricing. As a cooperative effort of all 56 ISD's/RESA's in the state covering each of the State of Michigan's 83 counties and the school districts associated and/or other such governmental agencies or eligible entities, our program does allow for "piggybacking" of this type on commercial pricing to all school districts and or other such governmental agencies or eligible entities in the State of Michigan (2 CFR Part 200.318-.326).

The MOR Consortium believes strongly in providing its members with the lowest prices possible with the highest quality of service. The MOR Consortium wants to create a partnership with our vendors that is mutually beneficial to its members and our partner vendors.

### **B. Scope of Work**

The MOR Consortium is soliciting proposals from qualified, broad-line distributors to perform contracting and purchasing services, administration services, drayage and storage services of commercial produce, Fresh fruit and Vegetable Program, Department of Defense (DoD) produce, food, non-food supplies, chemical supplies, small equipment, large equipment, and any other supplies with or without other value added services that may be offered, and to directly provide, using an appropriate competitive procurement method. The MOR cooperative strongly believes in purchasing locally and would like the awarded distributors help in expanding our buy local programs. These services and processes to supply products must meet or exceed all State and Federal Procurement Guidelines, Regulations and Laws for all Child Nutrition Programs or other programs you service.

The MOR Consortium will select both a primary and a secondary vendor. The primary distributor will manage and distribute all USDA Foods as well as commercial foods they are awarded and any additional direct to manufacturer items that the MOR Consortium bids separately. The commodity foods will be bid directly to the manufacturer, the awarded vendor will add their agreed upon delivery charge to each item. The secondary vendor will also be selected to distribute commercial food for the MOR Consortium and will move to the primary vendor position if the original primary vendor is unable to provide the services required. A commercial product list will be sent to the awarded primary and secondary vendors with a request for pricing in the spring of 2018. The bid pricing for both USDA Foods and Commercial Foods will have an effective date of July 1, 2018 and will be held for the entire year.

The term of the contract will be July 1, 2018 to June 30, 2019. The contract will include an option of four (4) additional one (1) year contract renewals if mutually agreed upon by the MOR Consortium and the vendor.

Awarded vendors shall be required to provide easily accessible nutritional and allergen information to each member district on items whether provided directly or via direct to manufacturer Agreement. Certification of Child Nutrition Labeling and/or the equivalent meal USDA contribution may also be required and shall be provided as requested. The successful contractor will provide a Nutrition Information Label and Ingredient Label with allergens for all food bid items. Said nutrition information will be continually updated when the manufacturer notifies the distributor of ingredient changes. Nutrition information will be provided to MOR members in an electronic format on the successful bidder's web site as well as on a jump drive. The jump drive with nutrition information will be provided to members at the August Back to School Meeting and Food Show. The nutrition information must meet the Michigan Department of Education requirements to be acceptable for districts to use for the Administrative Review process.

The 1998 re-authorization of the National School Lunch Act requires schools participating in the federally funded Child Nutrition Programs in the contiguous 48 states of the United States to buy products produced in the United States (domestic) when using Federal Funds. Therefore, if there are a domestic and non-domestic products available, you must offer and supply domestic products. You may supply non-domestic products only when domestic products are unavailable. As defined in the implementing legislation, a domestic food product is an agricultural commodity that is produced in the United States. A domestic food product is processed in the United States using substantially domestic agricultural commodities. Substantially means that over 51 percent of the finished product derives from American produced products. Implementing Federal Regulation is 7 CFR 210.21, published on September 20, 1999. For non-food products, the product must be produced, packaged and shipped from a site located in the contiguous 48 states of the United States. Your suppliers can and shall be required to provide certification to Bidder of domestic origin and content.

Service Provider must have adequate vehicles for combined deliveries of

equipment, dry items, groceries, refrigerated items, and frozen items.

In the event of a national disaster, USDA may require that USDA food in storage at the distributor be diverted to the disaster area. If such should occur, USDA and/or MDE, Food Distribution Unit will provide the distributor with instructions.

All school districts in Michigan are Drug Free School Zones. All Service Provider delivery staff are required to observe drug, alcohol and tobacco usage while making deliveries on school property.

The Service Provider must have adequate storage facilities for Dry Groceries, Paper Goods, Chemicals, Small wares, Equipment, frozen foods, refrigerated foods and the facility must meet USDA and industry standards for warehousing of the specific product categories. The facility must maintain copies of MDARD inspection and 3<sup>rd</sup> party inspection reports. Copies made available upon request.

The MOR Administrator and the MDE Food Distribution Unit personnel may inspect the trucks and the warehouse where USDA foods are being stored without prior notice to the Bidder. At a minimum, a monthly physical inventory of USDA Donated Labeled Food will be taken by the Service Provider. The MDE monthly inventory report shall be submitted as requested by MDE to MDE and the MOR Administrator. The MOR Administrator shall be notified of the date inventories will be taken and may be present during the inventory.

The MOR cooperative places an importance on our schools having access to Michigan food products and would like to expand the variety of Michigan products offered to our districts. A Michigan product is defined as a food grown, raised, and processed in Michigan. In the case of processed foods, a Michigan product will/must contain at least 50% Michigan ingredients, by volume. In your proposal, please describe a plan for how your organization may be able to help us to achieve this goal as it relates to the type of and number of products that could be added to our program on a yearly basis, and easy identification of these products as Michigan products within the purchasing system. In your plan, please also describe your ideas on how you could help us market this program to our districts and students.

The MOR Cooperative, the Michigan Good Food Charter and Cultivate Michigan have a shared goal that by 2020, Michigan institutions plan to source 20% of their food products from Michigan growers, producers and processors. To achieve our goals and gauge progress, it is essential to be able to track the data related to Michigan products. The awarded vendor will be expected to provide velocity reports by district and the Coop as a whole that include a list of all food purchases within a given timeframe, including item categories/subgroups, dollar value of items, purchase dates, manufacturer numbers/product codes, geographic source (if available) AND identification of Michigan products (i.e. products which meet the definition above). Report is due on a quarterly basis in a spreadsheet format (e.g. Excel or .csv) or as a convertible PDF.

The successful Bidder agrees to retain all books, records, and other documents relative to this agreement for three (3) years plus the current year after final payment. The MOR Consortium, its authorized agents, and/or state/federal representatives shall have full access to and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

The awarded vendors shall accept Purchase Orders/Checks, and Electronic Funds Transfers.

### **Commodity Program**

All USDA donated foods and DOD shipped to the Service Provider's warehouse will be prepaid. As soon as USDA notifies the Michigan Department of Education (MDE) Food Distribution Unit of incoming shipments, the Service Provider will be notified of expected dates of arrival, types of carriers, contents of loads and other critical information. In the event that merchandise is delivered on pallets, the Service Provider shall be responsible for exchanging pallets of equal quality. Determination of "equal quality" shall rest with the (MDE) Food Distribution Unit. The Service Provider will receive inbound freight in accordance with acceptable industry standards and must adhere to all federal procurement regulations associated with the receipt of USDA commodities. Receipting of deliveries will be recorded in USDA's on-line management system known as WBSCM. Each individual shipment received into the Service Provider's warehouse is assigned a delivery order and a material number by USDA. The Service Provider will ship all orders by material number with the oldest pack dates regardless of material number being shipped to MOR Consortium first. Service Provider shall aggregate MOR consortium member's "real-time" Planned Assistance Level (PAL) orders, submit to the MDE, Food Distribution Unit, allocate to member districts on receipt based on the proportion of the original order, verify raw commodity balances at the processor, provide an on-line daily PAL entitlement report to the MOR consortium member districts and MOR administrator, order processed commodities on a just-in-time basis to support member deliveries and submit a "real-time" report of all purchases and prices to the MDE, Food Distribution Unit and the MOR administrator. The Service Provider shall develop the format for the "real-time" PAL report in accordance with the MOR consortium's needs. The Service Provider shall provide a sales verification report if needed, by processor, by district to the invoice level, bi-annually to the MDE, Food Distribution Unit and will provide scanned/electronic copies of signed invoices to MDE or Coop upon request; July through December due by January 30 and January through June due by July 30.

Reporting will be changing to meet the needs of an ever evolving program and/or any changes to the yearly Memorandum of Understanding with the State of Michigan. The awarded vendors will create the reports needed to operate a one cooperative one manufacturer bank system. Due to the fact that the MOR commodity system is a fluid dynamic organization that is constantly evolving a successful vendor will need to react quickly to new reporting needed to operate the

system and for reporting to the members, manufacturers, MDE and the USDA. All reports will be "real-time" unless an exception is needed. PAL reports by District, PAL Coop, PAL all districts recap, brown box, DOD, velocity reports, Michigan products reports, Commodity summary, Daily Invoice recap-by commodity, by manufacturer, Sales Verification, Monthly inventory.

## **Commercial Program**

The MOR Consortium commercial program will be made up of our two awarded distributor partners. During the winter of 2018 a line item list of all commercial products not on the commodity list with velocity will be sent to both awarded distributors for pricing. Each distributor will be given time to secure prices for the consortium for the 2018-2019 school year. After the pricing is submitted the list will be compared and awarded by line item based on price. Each vendor will provide their awarded products to our member districts for the school year at the bid price. This process will be repeated annually, that the contract is extended with the distributors.

The MOR Consortium districts will agree to purchase from the program to the fullest extent of their ability. Districts will use commercial products outside of what is on our commercial pricing list. We are requesting that participating vendors offer special MOR Consortium pricing on all other items ordered. All members of our consortium will receive the same prices on all products, no special pricing lists should exist that only certain districts can use.

All costs related to the development of Nutrition Information and the One Bank System any part of the program will be incurred by the successful contractor and will not be charged back to the MOR coop.

## **C. Proposal Content**

A successful contractor must present a plan. Included in the proposal should be the contractor's suggested criteria for successful performance of the contract.

The proposal must include:

1. Submit a plan that answers all the questions in the Criteria Narrative and provide all required attachments.

## **C. Proposal Process**

1. A Bidders' Conference will be held on January 10, 2017 at Oakland Schools from 10:00 AM to 11:30 AM in conference room A, to answer any questions about the RFP. Participation is encouraged and additional clarifying information will be provided. Conference "Questions and Answers" that cannot be answered at the meeting will be sent by e-mail two (2) business days after the conference. Proposals that fail to take into consideration

clarifications and specific information given during the Bidders' Conference may result in disqualification.

2. The submission of a letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to Charles Wolford [wolforc@resa.net](mailto:wolforc@resa.net) no later than December 23, 2016. *Letters of Intent* may be delivered by United States mail, facsimile transmission or electronic mail. Vendors may withdraw their *Letter of Intent* at any time before the deadline for submitting proposals. The *Letter of Intent* should include: Vendor Name, Name and Title of Vendor's Main Contact, Address, Telephone and Facsimile number of Vendor's Main Contact. Submission of a Letter of Intent by the specified deadline is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.
3. Proposals must be prepared in compliance with provisions of this RFP. Failure to comply will result in the disqualification of the proposal.
4. Proposals must be received by mail or delivery by 10:00 a.m., local time, on February 6, 2017. The Proposal Package must include the following:
  - Signature Page used as a cover page (Attachment #1)
  - Proposal with detailed narrative: Mailing Instructions for one (1) original, one (1) electronic copy, and Six (6) copies to be distributed to the review team
  - Statement of Qualifications (Attachment #3)
  - Ethical Standards Affidavit (Attachment #4) – Must be notarized
  - Conflict of Interest Affidavit (Attachment #5) – Must be notarized
  - Certificate of Liability Insurance (Attachment #6)
  - Bid Security (Attachment #7)
  - Assurances and Certifications (Attachment #8)
  - Certification Regarding Clean Air and Water (Attachment #9)
5. Proposals address to: Charles Wolford  
Wayne RESA  
Proposal #16-010-256  
33500 Van Born Road  
Wayne, MI 48184-2497
6. Any proposal received after the time stipulated will not be considered. Proposals received by facsimile transmissions or electronic mail will not be considered.
7. Only the forms provided in the RFP packet are to be used. Electronic versions may be found on the WRESA web page at:  
<http://www.resa.net/services/purchasing/rfp/>

8. Altered or substitute forms will not be accepted.
9. ALL submitted documents must be typed or computer generated. No hand written documents will be allowed.
10. It is understood that each Vendor, before submitting a proposal, shall, if they are uncertain of the conditions, requirements and/or obstacles that might impact the provision of services, request further information. Failure to make such inquiry or receive an answer shall not relieve the successful Vendor from the obligation to comply, in every detail, with all provisions and requirements of the RFP nor shall it be a basis for any claim whatsoever for alteration in any term required by the Agreement. Attendance at the Bidders' Conference is encouraged.
11. Inquiries regarding the technical specifications of this RFP may be directed to: Charles Wolford at: (734) 334-1511 or Email: <mailto:wolforc@resa.net>
12. If a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Charles Wolford of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have submitted a letter of intent. The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived.
13. No allowance will be made after proposals are received for oversight, omission, error or mistake by Vendor.
14. All proposals and any accompanying documents become the property of the MOR Consortium and will not be returned.
14. The MOR Consortium will not be liable in any way for any costs incurred by Vendors in the preparation of their proposals in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations.
15. The MOR Consortium reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
16. Receipt of proposal materials by MOR Consortium or submission of a proposal to MOR Consortium offers no rights against MOR Consortium nor obligates MOR Consortium in any manner.
17. MOR Consortium reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining RFP requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded the contract.

18. Proposal must be signed by an officer of the Vendor who is legally authorized to obligate the Vendor to a contract.
19. All proposals shall be a matter of public record subject to the provisions of Michigan law.

#### **D. Evaluation of Proposals and Award**

1. All Vendors, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFP and applicable federal and state laws, rules and regulations and will abide by the terms and conditions thereof.
2. MOR Consortium and the evaluation committee, at their sole discretion, shall determine whether particular Vendors have the basic qualifications to conduct the desired service for MOR Consortium. In determining whether a Vendor possess the basic qualifications to operate, MOR Consortium may consider, but not be limited to, the following: (a) Vendor's general reputation for performance and service; (b) Vendor's longevity of service (number of years) and previous experience; (c) Years of continuous business; (d) Vendor's financial condition; and (e) staff qualifications (f) Selection criteria and award matrix are included in attachment #11.
3. Proposals will first be examined to eliminate those that are clearly non-responsive to stated requirements.
4. Award shall be made to the most responsible Vendor whose proposal is determined to be the most advantageous to the MOR Consortium taking into consideration the terms and conditions set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between the MOR Consortium and the Vendor.
5. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
6. The MOR Consortium reserves the right to accept or reject in part or in whole any or all proposals submitted.
7. The MOR Consortium reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Vendor's price contained in the cost proposal.
8. The MOR Consortium reserves the right to negotiate further with the successful vendor. The content of the RFP and the successful Vendor's proposal(s) will

become an integral part of the contract, but may be modified by the provisions of the contract.

9. By submission of proposals pursuant to this RFP, Vendors acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.
10. A proposal in response to an RFP is an offer to contract with the MOR Consortium based upon the terms, conditions, and scope of work and specifications contained in the RFP.
11. The MOR Consortium reserves the right to use, as the MOR Consortium determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal and the contract.
12. Vendors must submit proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the proposal.
13. All proposals must be valid for 60 days from the proposal submission date.

#### **E. 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 MOR 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 RFP specifications.

##### **1. General Authority**

MOR Administrators maintain the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by MOR Cooperatives, districts or agencies which are governed by the MOR 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 MOR Administrators or the designee.
- b. The bid protest, which must be received by MOR Administrator or designees 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, MOR 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, MOR 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, MOR has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, MOR reserves the right to make an award when it is determined to be in the best interest of the MOR cooperatives to do so.
- f. MOR Administrator or designee will respond to all bid protests in a timely manner.

## **II. SPECIFICATIONS**

### **A. Indemnity, Release, Insurance and Security**

#### 1. Evidence of Vendor Insurance Coverage

The Vendor shall provide the MOR Consortium at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable to the MOR Consortium, as listed below:

- Certificate of Liability Insurances (Attachment #6) properly executed.

Individual

Certificates of insurance and/or policies may be required prior to work commencing.

#### 2. Insurance Requirements

During the performance and up to the date of final acceptance of the work, the Vendor must effect and maintain insurance hereafter listed below:

- a) The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage at

limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.

- b) The Vendor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
    - (1) Contractual Liability
    - (2) Products and Completed Operations
    - (3) Per contract aggregate
    - (4) Penal/Fidelity Bond
  - c) Provide evidence of a Professional Liability Insurance for all staff providing services.
  - d) The Vendor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  - e) The Bidder will carry Casualty Insurance on all USDA Donated Foods within the Service Provider's possession, in an amount in accordance with acceptable industry practices. Extent, term of coverage, and method of continuing coverage will be as Bidder described Proof of Insurance will be made available to MOR Consortium upon request.
  - f) The Bidder shall maintain at all times a penal bond naming the MOR Consortium and the participating members as obliges in a minimum amount of One Hundred Thousand Dollars (\$100,000), the bond shall protect the MOR Consortium and the member districts against any loss, destruction, or injury to property or persons covered by theft, fraud, misappropriation, or other wrongful or dishonest acts by the Bidder's personnel, agents, Contractors, and subcontractors.
3. Workers' Compensation Insurance, Professional Liability, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to the MOR Consortium.
4. If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal certificates and/or policies to the MOR Consortium at least ten (10) days prior to the expiration date.
5. Indemnification and Hold Harmless – The Vendor shall indemnify and hold harmless the MOR Consortium, its officers, agents, and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) The MOR Consortium will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure on the part of the vendor, its employees or suppliers, regardless of any language in any attachment or other document that the Vendor may provide.
- d) The Vendor shall reimburse the MOR Consortium any expenses incurred as a result of the Vendor's failure to fulfill any obligation in a professional and timely manner under the Agreement.

## **B. Default and Termination**

1. In the event the Vendor shall default in any of the obligations or conditions set forth in the negotiated Contract or their performance does not meet the mutually established successful performance criteria, the MOR Consortium will notify the Vendor of such in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Vendor as the manager or, in the case of notice by the Vendor, the MOR Consortium or by mailing the same certified or registered mail to the address for the Vendor in the proposal, or the address for the MOR Consortium in the case of notice by the Vendor.
3. Failure on the part of the MOR Consortium to notify the Vendor of default shall not be deemed a waiver by the MOR Consortium of the MOR Consortium's rights on default of the Vendor and notice at a subsequent time will have the same effect as if promptly made.
4. Upon receipt of notice of default from the MOR Consortium, the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction of the MOR Consortium, the MOR Consortium shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Vendor of any liability to the MOR Consortium for damages sustained by virtue of any default by the Vendor.

5. The Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event the MOR Consortium prevails, the Vendor shall pay all expenses of such action including the MOR Consortium's attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a one hundred and twenty (120) day notice to the other party.
7. Termination of the Agreement by the MOR Consortium upon default by the vendor shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Vendor, and the bonds shall so specify.

#### **C. NONDISCRIMINATION/EQUAL OPPORTUNITY**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MOR Consortium's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex national origin, or any other classification protected by federal or Michigan State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the MOR Consortium or in the employment practices of MOR Consortium's contractors. Accordingly, all vendors entering into contracts with the MOR Consortium shall upon request, be required to show proof of such nondiscrimination

#### **D. Taxes**

The member districts of the MOR Consortium are exempt from all federal, state and local taxes. The MOR Consortium shall not be responsible for any taxes that are imposed on the Vendor. Furthermore, the Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the MOR Consortium members.

#### **E. Integration**

All RFP documents and addenda, vendor's response to this RFP, subsequent Requests for Payments, and contract with the successful vendor contains the entire understanding between the parties.

### III. ATTACHMENTS

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- Attachment #10     Current List of Members Districts (subject to change)
- Attachment #11     Selection Criteria and Award Matrix

**SIGNATURE PAGE**

*This form must be returned, properly executed.  
Please use this page as a cover sheet for your bid proposal.*

In compliance with the Request For a Proposal made by the MOR Consortium, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the Board of Education of the Wayne County Regional Educational Service Agency (WRESA) nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that the MOR Consortium will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP

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Company: \_\_\_\_\_

Name: \_\_\_\_\_

Signature of above: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Date: \_\_\_\_\_

Are you a small business?      Yes \_\_\_\_\_      No \_\_\_\_\_

Are you a minority business?      Yes \_\_\_\_\_      No \_\_\_\_\_

If yes, list minority: \_\_\_\_\_

**Proposal and Detailed Narrative**  
*Additional pages may be added*

Vendor \_\_\_\_\_

**Program Fees:**

**1. Fixed Delivery Fees per Case:**

**USDA Processed Products Markup**

\$0.00 - \$10.00	_____
\$11.00 - \$20.00	_____
\$21.00 - \$30.00	_____
\$31.00 - \$40.00	_____
\$41.00 - \$50.00	_____
\$51.00 - \$60.00	_____
\$61.00 - \$70.00	_____
\$71.00 – and Up	_____

**Commercial products Mark Up of Items not on the line item bid.**

\$0.00 - \$10.00	_____
\$11.00 - \$20.00	_____
\$21.00 - \$30.00	_____
\$31.00 - \$40.00	_____
\$41.00 - \$50.00	_____
\$51.00 - \$60.00	_____
\$61.00 - \$70.00	_____
\$71.00 – and Up	_____

**USDA Donated "Brown Box" Products** \_\_\_\_\_

**DOD Products** \_\_\_\_\_

**Storage Fees per case** \_\_\_\_\_

2. Please submit a detailed proposal if delivery prices are different based on location of members in the State.
3. What is your minimum drop size? \_\_\_\_\_
4. What is the fee if minimum drop size is not met? \_\_\_\_\_
5. Do you limit the number of drops per week if minimum drop size conditions are met?
6. What types of financial incentives does your company offer? (i.e drop size incentives, quick pay incentives, please list all others....)
7. What other value added services that your company would be willing to offer the MOR Consortium?
8. Please describe your DOD Ordering and delivery system?
9. Please describe your approach or plan to help the coop expand products for the Fresh Fruit and Vegetable Pilot program?
10. Please describe your company's philosophy on local purchasing and how your company can help the MOR Coop achieve the goal of buying more local Michigan products.
11. Please describe your Snow Day policy.
12. Please identify any Professional Development training or programs that your company would provide to the coop membership annually.
13. Please identify your substitution/shorts policy and notification process to districts when substitutions are made.

**VENDOR STATEMENT OF QUALIFICATIONS**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Company Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 \_\_\_\_\_ Contact Title: \_\_\_\_\_  
 Company website: \_\_\_\_\_ Email: \_\_\_\_\_

Number of years in business: \_\_\_\_\_

Company's financial rating: Duns or Bank reference (i.e., name and address of bank where company's commercial account is located):

List 3 current or recent **EDUCATIONAL** clients for reference purposes.

<b>Client Data</b>	<b>Description and Date of Service</b>
Name:	
Address:	
Phone Number:	
Contact Name:	
<hr/>	
Name:	
Address:	
Phone Number:	
Contact Name:	
<hr/>	
Name:	
Address:	
Phone Number:	
Contact Name:	

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ETHICAL STANDARDS AFFIDAVIT**

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

Print name of bidder: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Sworn to and subscribed before me, a notary public in and for the above state and county, on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

Seal

**CONFLICT OF INTEREST AFFIDAVIT**

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

- (3) The advertisement for bids (and proposals) shall do all of the following:  
 State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

**CHECK ONE OF THE TWO BOXES BELOW.**

List and describe all existing Conflicts of Interest. *(Attach an additional page if necessary.)*

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To the best of my knowledge, no conflict of interest exists.

Print name of bidder: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

\*\*\*\*\*

**NOTARY:** State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

Seal

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSUREERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

**COVERAGES**  
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGRREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE	
					AGGREGATE	\$
						\$
						\$
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUT-ORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER      ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_      CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS
	AUTHORIZED REPRESENTATIVE

**Performance Bond**

The Bidder to whom a Contingent Award is made may be required to duly execute and deliver at their expense a Performance and Payment Bond in the maximum amount up to \$100,000 payable to MOR. The Bidder may deliver multiple bonds in lieu of a single bond, provided the total amount of these bonds equals the amount specified above. The bond, if required, shall be delivered to the MOR Purchasing Office within seven (7) days after a Notice of Contingent Award is given to the Bidder, either verbally or in writing. All bonds required above shall be issued by companies authorized to do business under the laws of the State of Michigan. The Company must be rated no less than "A-" by the latest edition of Best's Insurance Guide, which is published by A.M. Best Company, Oldwich, New Jersey. If the Bidder fails to deliver the bond within this specified time frame, including any extensions which may be granted by MOR, MOR shall declare the Bidder in default of the Contractual terms and conditions, and the Bidder shall surrender its Proposal bond. In lieu of a Performance and Payment Bond, MOR will accept a cash bond in the form of a certified cashier's check made payable to MOR for placement in an escrow account.

The Bidder, by submitting his/her Bid, agrees to the following:

1. To hold the Bid open for ninety (90) days following the time and date set for receipt of Bids.
2. To abide by the Instructions to Bidders.
3. To execute a Contract with the MOR Consortium.
4. To furnish a Performance Bond and a Payment Bond equal to not less than \$100,000.
5. To perform the Work in accordance with the proposed RFP/Contract Documents within the time period stated in the agreement.

Respectfully submitted,

*The person signing this form must be legally authorized to bind the company and its assets to the terms set forth in this proposal and subsequent Contract.*

\_\_\_\_\_ By \_\_\_\_\_  
Signed

(If a corporation, affix seal) \_\_\_\_\_  
Printed

Title \_\_\_\_\_

Company \_\_\_\_\_

Official Address \_\_\_\_\_

\_\_\_\_\_

Date of Bid: \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

## Assurances and Certifications

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

### Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

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

### Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

### 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.

Date \_\_\_\_\_

## **CLEAN AIR AND WATER CERTIFICATE**

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

### **THE VENDOR AGREES AS FOLLOWS**

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

### **THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:**

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

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

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

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

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

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Signature of Vendor	Title	Date
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MOR Estimated Entitlement SY 2017-18					
Name	Name	Building	SY 2015-2016 Enrollment	Rate	Entitlement
Academic and Career Education Academy	56903	00000	3389	0.3200	\$1,084.40
Academy of International Studies	82738	00000	26712	0.3200	\$8,547.84
Advanced Technology Academy	63914	00000	114698	0.3200	\$36,703.36
Anchor Bay School District	50040	00000	415768	0.3200	\$133,045.76
Art Academy in the Woods	50905	00000	13593	0.3200	\$4,349.76
Bloomfield Hills School District	63080	00000	269529	0.3200	\$86,249.28
Boyer Falls Public School District	15030	00000	19754	0.3200	\$6,321.28
Bradford Academy	63917	00000	165449	0.3200	\$52,943.68
Caniff Liberty Academy	82745	00000	59803	0.3200	\$19,136.96
Charlton Heston Academy	72901	00000	76522	0.3200	\$24,487.04
Chippewa Hills School District	54025	00000	226343	0.3200	\$72,429.76
Clarenceville School District	63090	00000	164042	0.3200	\$52,495.04
Clawson Public Schools	63270	00000	130496	0.3200	\$41,758.72
Cornerstone Health	82741	00000	22919	0.3200	\$7,334.08
Cornerstone School Assn.	82010867	08675	38120	0.3200	\$12,198.40
Creative Montessori Academy	82969	00000	46450	0.3200	\$14,864.00
Crestwood School District	82230	00000	367866	0.3200	\$117,717.12
Crossroads For Youth	63000800	08002	14800	0.3200	\$4,736.00
Dearborn City School District	82030	00000	179146	0.3200	\$573,267.52
Dearborn Heights School District #7	82040	00000	278754	0.3200	\$89,201.28
Detroit Academy of Arts and Sciences	82929	00000	133922	0.3200	\$42,855.36
Detroit Innovation Academy	82739	00000	42142	0.3200	\$13,485.44
Detroit Leadership Academy	82722	00000	69001	0.3200	\$22,080.32
Detroit Service Learning Academy	82953	00000	169338	0.3200	\$54,187.28
Dexter Community School District	81050	00000	241076	0.3200	\$77,144.32
Dove Academy	82930	00000	47278	0.3200	\$15,128.00
Eagle Nest Academy	25916	00000	21148	0.3200	\$6,767.36
East Shore Leadership Academy	74900	00000	20944	0.3200	\$6,702.08
Eaton Academy	82915	00000	50342	0.3200	\$16,109.44
EMAN Hamilton Academy	82733	00000	40573	0.3200	\$12,985.28
Farmington Public School District	63200	00000	628026	0.3200	\$200,968.32
Ferndale Public Schools	63020	00000	189944	0.3200	\$60,783.04
Flat Rock Community Schools	82180	00000	117573	0.3200	\$37,625.28
Four Corners Montessori Academy	63923	00000	15071	0.3200	\$4,822.72
Fredrick Douglass	63935	00000	13038	0.3200	\$4,172.16
Global Preparatory Academy(formerly Conner Creek Academy)	60904	00000	27394	0.3200	\$8,757.12
Grand Rapids Christian High School	41010100	01001	15313	0.3200	\$5,108.80
Greater Heights Academy	25914	00000	43311	0.3200	\$13,859.52
Guardian Lutheran School	82030151	01517	4298	0.3200	\$1,371.20
Hanley International Academy	82986	00000	104969	0.3200	\$33,590.08
Hazel Park	63130	00000	340574	0.3200	\$108,983.68
Henry Ford Academy: School for Creative Studies (PSAD)	82703	00000	120486	0.3200	\$38,555.52
Huron Valley Schools	63220	00000	461067	0.3200	\$147,541.44
Jefferson Schools (Monroe)	58080	00000	160358	0.3200	\$51,314.56
Lakeside For Children	39000800	08001	41202	0.3200	\$13,184.64
Lampere Public Schools	63280	00000	229849	0.3200	\$73,551.68
Livonia Public School District	82095	00000	675313	0.3200	\$216,102.08
Ludington Area School District	53040	00000	155559	0.3200	\$49,778.88
Macomb County Juvenile Justice Center	50000800	08003	14894	0.3200	\$4,767.68
Macomb ISD	50000	00000	77957	0.3200	\$24,946.24
Macomb Montessori Academy	50914	00000	28773	0.3200	\$9,207.36
Madison Academy	25911	00000	71093	0.3200	\$22,749.76
Madison District Public Schools	63140	00000	204561	0.3200	\$65,459.52
Madison-Carver Academy	82742	00000	58570	0.3200	\$18,742.40
Mason Consolidated Schools (Monroe)	58090	00000	99522	0.3200	\$31,847.04
McBain Rural Agricultural Schools	57030	00000	101228	0.3200	\$32,392.96
Merritt Academy	50906	00000	29922	0.3200	\$9,575.36
Michigan Mathematics and Science Academy	63924	00000	65424	0.3200	\$20,935.68
Momentum Academy	63928	00000	23953	0.3200	\$7,664.96
Monroe Public Schools	58010	00000	533013	0.3200	\$170,564.16
Multicultural Academy	81908	00000	22002	0.3200	\$7,040.64
Muskegon Christian School	61010265	02650	18239	0.3200	\$5,836.48
Oakland International Academy	63912	00000	109583	0.3200	\$35,066.56
Our Lady of Consolation School	41210593	05939	16730	0.3200	\$5,353.60
Pinkney Community Schools	47080	00000	136132	0.3200	\$43,562.24
Plymouth Educational Center	82904	00000	87424	0.3200	\$27,975.68
Plymouth-Canton Community Schools	82100	00000	870542	0.3200	\$278,575.04
Pontiac School District	63030	00000	634324	0.3200	\$202,983.68
Redford Union School District	82110	00000	268609	0.3200	\$85,954.88
Richmond Community Schools	50180	00000	77760	0.3200	\$24,883.20
Roseville Community Schools	50030	00000	502913	0.3200	\$160,932.16
Saginaw Chippewa Indian Tribe of Michigan	37010817	08171	15589	0.3200	\$4,988.48
Shelby Public Schools	64080	00000	192866	0.3200	\$61,717.12
Shrine Catholic Grade School	63040347	03473	23764	0.3200	\$7,604.48
South Lake Schools	50200	00000	180020	0.3200	\$57,606.40
St Vincent Catholic Charities	33000800	08006	11326	0.3200	\$3,624.32
St. Mary Catholic School	82290388	03885	5968	0.3200	\$1,909.76
St. Mary School	45020390	03909	17715	0.3200	\$5,668.80
Star International Academy	82941	00000	183470	0.3200	\$58,710.40
Summerfield School District	58100	00000	48151	0.3200	\$15,408.32
Summit Academy	82916	00000	31368	0.3200	\$10,037.76
Summit Academy North	82938	00000	140010	0.3200	\$44,803.20
The Dearborn Academy	82928	00000	74143	0.3200	\$23,725.76
The New Standard Academy	25912	00000	92980	0.3200	\$29,753.60
Timbuktu Academy of Science and Technology	82933	00000	48383	0.3200	\$15,482.56
Tipton Academy	82754	00000	38719	0.3200	\$12,390.08
Trillium Academy	82973	00000	38089	0.3200	\$12,188.48
Trinity Lutheran School	58010421	04217	12437	0.3200	\$3,979.84
Universal Academy	82950	00000	94240	0.3200	\$30,156.80
Universal Learning Academy	82982	00000	88776	0.3200	\$28,408.32
Utica Community Schools	50210	00000	1400782	0.3200	\$448,250.24
Van Dyke Public Schools	50220	00000	367991	0.3200	\$117,757.12
Voyageur Academy	82940	00000	123431	0.3200	\$39,497.92
Walled Lake Consolidated Schools	63290	00000	775114	0.3200	\$248,036.48
Washington Parks Academy	82719	00000	188089	0.3200	\$60,187.20
Washtenaw ISD	81000	00000	40335	0.3200	\$12,907.20
Waterford School District	63300	00000	931697	0.3200	\$298,143.04
W-A-Y Academy	82746	00000	13101	0.3200	\$4,192.32
West Bloomfield School District	63160	00000	287155	0.3200	\$91,889.60
West Village Academy	82959	00000	61314	0.3200	\$19,620.48
Western Michigan Christian High School	61060447	04479	19814	0.3200	\$6,340.48
Westwood Community Schools	82240	00000	201543	0.3200	\$64,493.76
Whiteford Agricultural Schools	58110	00000	34789	0.3200	\$11,132.48
Windsor High School	56901	00000	9283	0.3200	\$2,970.56
Wolverine Human Services	79000800	08002	94375	0.3200	\$30,200.00
Wolverine Human Services - St. Judes	82000803	08032	7492	0.3200	\$2,397.44
			<b>18,517,453</b>		<b>\$5,925,584.96</b>

\*\* TROY SCHOOL DISTRICT 63150 (CLOC SCHOOL - BONUS PRODUCTS ONLY)

<b>Selection Criteria and Award Matrix Form</b>		
<b>Company Being Evaluated</b>		
_____		
<b>Criteria</b>	<b>Max Points</b>	<b>Awarded</b>
<b>General Background Information and History</b>	<b>5</b>	
<b>Administrative and Management Services, Testing &amp; Product Selection</b>	<b>25</b>	
<b>Contracting, Negotiating, Purchasing, Distribution, Receiving and Storage Services</b>	<b>25</b>	
<b>Fee and Rebate Proposal</b>	<b>40</b>	
<b>Proposed Value Added Services</b>	<b>5</b>	
<b>Total Points</b>	<b>100</b>	

**Evaluator's Comments and Recommendations:**

\_\_\_\_\_  
**Evaluator's Name**

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Date**





10. Provide MOR administrator with your Recall Procedure that specifically addresses the details of holds and recalls of USDA Food.
11. Describe how you will provide up-to-date nutrient and ingredient information on all products on the bid. How will you notify members when new products are received or product formulation changes that occur?
12. Menu Assistance:
  - a. How will your Firm assist MOR members with menus and menu ideas?
  - b. How will you provide a list of suggested products meeting new USDA meal requirements?
  - c. How will your firm provide nutrient analysis and nutritional data for menu items?
  - d. How will you notify members of manufacturer's menu promotions?

**CONTRACTING, ORDERING, RECEIVING, INVENTORY MANAGEMENT,  
STORING AND DELIVERY OF ALL PRODUCT CATEGORIES, INCLUDING USDA  
FOODS.      POINTS      25**

1. Describe your Firm's familiarity with Federal and State (relating to State and Local Government procurement) Procurement Requirements and how your firm ensures compliance with such Procurement Requirements?
2. Describe how your Firm will meet all requirements related to the handling and oversight of USDA Foods including Department of Defense (DOD) Produce, Processed, Unprocessed and Bonus Commodities? Be specific about required report and reconciliation functions; e.g. Planned Assistance Level reports, quarterly inventory and reconciliation reports.
3. How will your firm assist MOR in maximizing the utilization of annual entitlement?
4. Describe your guaranteed order fulfillment, delivery windows, and how delivery schedules are managed/adjusted for holidays and snow days.
6. Describe reports and other communication methods you will use to communicate with MOR members on the following:
  - a. Product out-of-stocks
  - b. Changes in UPC codes
  - c. Discontinued products
  - d. New product offerings
7. Describe your customary substitution policy when an ordered item is unavailable.

8. Special Orders:
  - a. Explain in detail what your Firm's procedure is for special orders.
  - b. What do you require of MOR members when placing orders for special products?
  - c. How long does it take to receive special orders products? What is your firm's case threshold for moving a special order product to a "stock-order" item?
9. Describe in detail your warehouse, storage and distribution services with regards to your Firms capabilities, geographical reach, reliability, and sufficiency of delivery staff and equipment.
11. Explain your "Back to School" preparations to minimize outages and substitutions when schools begin in the fall.
12. Provide written assurance you will provide "Wheeled-in" or palletized delivery at the request of the member district. Place deliveries in the proper storage locations to help ensure HACCP compliance for food and supply deliveries.
13. Provide written assurance you will offer delivery twelve (12) months a year to member districts to accommodate Summer Food Service programs and/or year-around programs.
14. Describe your firms nighttime and/ or key drop delivery system.
15. Explain how delivery errors will be corrected and how credits will be issued related to product damage or product shorts when received by with food service or non-food service personnel.
17. Describe your Firm's offerings of small wares, as well as small and large equipment.
18. Describe any specialty programs your Firm offers, such as a chemical, equipment, coffee, bread, or milk programs?
19. Do you offer janitorial supplies; if so, please describe your program.
20. Please describe your plan for how your organization may be able to help us to achieve Michigan products goal as it relates to the type of and number of products that could be added to our program on a yearly basis, and easy identification of these products as Michigan products within the purchasing system and your ideas on how you could help us market this program to our districts and students.

## **PRICING AND REBATE PROPOSAL**

**POINTS 40**

1. Describe your Firm's ability to provide manufacturer incentives that will provide savings/discounts to the MOR. How and when these will these savings/discounts be passed on to the MOR membership?

