

RFP #WR-165-021021

REQUEST FOR PROPOSALS

FOR

Food & Beverage Vending Machines

BID SUMMARY

Commodity/Service Being Requested: Food & Beverage Vending Machines

Type of Solicitation: Request for Proposals (RFP) – Wayne RESA, in partnership with the Michigan Association of Counties (MAC) CoPro+ Program, is competitively bidding and awarding a Master Agreement to a contractor or contractors for the purchase and/or lease of Food & Beverage vending machines statewide. This contract will enable schools (public, private/parochial, and charter/public school academy), non-profit organizations, and public municipalities to purchase and/ or lease food and beverage vending machines from a supplier(s).

This contract will enable public municipalities, non-profit organizations, and schools to “piggyback” and purchase on an “as needed” basis from the supplier(s). **Contractors serving a specific area(s) of the State will still be considered for selection. These contractors will need to list those areas of the State that they provide food and beverage vending machines when submitting their proposals.**

Type of Resulting Contract: Statewide Cooperative Contract – As a result of this RFP, Wayne RESA will work with the Michigan Association of Counties CoPro+ program to market and extend the resulting contract to other public municipalities, non-profit organizations and schools statewide in having access to a pool of pre-qualified contractors available for Food and Beverage Vending Machines.

Resulting Contract Term: Two (2) years with three (3) one-year renewal options.

Release of RFP:	Monday, March 22, 2021
Vendor Question Due Date:	Monday, March 29, 2021 at 5 p.m.
Questions and Answers Responses Posted:	Monday, April 5, 2021
Proposals Due by (5:00 P.M. EST) *:	Monday, April 19, 2021 at 2p.m.
Evaluation/Clarifications/Negotiations:	April 2021
Notice to Award:	May 2021
Master Agreement Award Date:	May 2021

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

Contacts with Wayne RESA Personnel: All contact with Wayne RESA regarding this RFP or any matter relating thereto must be sent to the following email: copro@resa.net

Contents

SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING.....4

1.1 Minimum Mandatory Requirements..... 4

1.2 Product and Service Categories 4

1.3 Food Service Equipment **Error! Bookmark not defined.**

1.4 Production Specifications 6

1.5 Product Specifications 7

1.6 Service Capabilities 7

1.7 Customer Service 7

1.8 Purchase Orders 7

1.9 Delivery and Acceptance 8

1.10 Management and Staff 8

1.11 Pricing Schedule 9

1.12 Price Assurance 10

SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE.....11

2.1 Company Profile 12

2.2 References 13

2.3 Assurances and Certifications 14

SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS24

3.1 Wayne RESA Responsibility 24

3.2 Truth and Accuracy of Representations 24

3.3 Proposers Questions 24

3.4 Preparation of the Proposal..... 24

3.5 Bid Submission Deadline..... 25

3.6 Adherence to Mandatory Requirements (Pass/Fail)..... 25

3.7 Evaluations Process 25

3.8 Evaluation Criteria 26

3.9 Optional Tools to Enhance Evaluation Process 26

3.10 Wayne RESA Option to Reject Proposals..... 26

3.11 Freedom of Information Act 26

3.12 Contacts with Wayne RESA Personnel..... 27

3.13 Final Agreement Award Determination..... 27

3.14 Cancellation of Invitations for Bids or Requests for Proposals 27

APPENDIX A – Food Service Equipment Repair Services Regional Map.....28

Solicitation Terms and Condition can be found at <https://www.resa.net/administrative-support/purchasing/request-for-proposal>

SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Minimum Mandatory Requirements

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

Interested and qualified proposers that can demonstrate their ability to successfully provide the goods and services requested under this RFP are invited to submit proposal(s), provided they meet the following requirements:

1. Proposer must have three (3) years' experience, within the last five (5) years, providing a range of food and beverage Vending Machines being requested by Wayne RESA as described herein.
2. Proposed food and beverage Vending Machines must be compatible with the Horizon Retail Solutions point-of-sale system. Machines will also need to be able to accept a Vendnovation controller to connect with the Horizon software package for schools. [Vending Machine Controller | VendNovation](#) Please see Attachment B for more information.

Proposer Response:

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

1.2 Product and Service Categories

It is the intention of Wayne RESA to competitively award vendor(s) for Food & Beverage vending machines. Awarded vendor(s) shall provide products and perform covered services under the terms of this agreement.

Wayne RESA is seeking a contractor(s) that has the depth, breadth and quality of resources necessary to provide the following products under this solicitation:

1.3 Scope of Services

1.3.1 Food and Beverage Vending Machines

Proposers are to provide multiple options of food and beverage machine for purchase or lease. These options should include machines that hold different quantities of food and beverages and accommodate food and drink containers of various sizes.

Besides machines that dispense only food or only beverages, proposers must present multiple options for combination vending machines capable of selling both food and beverages. Machines must be able to accommodate fresh food items such as but not limited to meals, sandwiches, salads and fruit cups as well as snack items.

All proposed vending machines must be compatible with the Horizon Retail Solutions point-of-sale system. Please review Attachment B for Horizon Retail Solutions point-of-sale system specifications.

1.3.2 Initial Installation

Contractor shall provide installation of machine(s) to location(s) specified in purchase orders from participating agencies.

1.3.3 Equipment

a. Condition of Equipment: All equipment shall be up to date. This shall be interpreted as the latest models available at the execution of the signed contract. Initial equipment must include at a minimum: accept \$1, \$5, \$10 bills; credit/debit card acceptors; and cash recycling capabilities. Machine dimensions and a description of the appearance should be provided in the proposal.

b. Maintenance Agreements: For participating agencies making a direct vending machine purchase or those entering into a lease agreement, Contractor shall provide maintenance agreement plans in its response to this RFP. These plans shall include fee structures for equipment maintenance, repair, and replacement. Contractor shall provide information on how equipment problems and vandalism issues will be handled including anticipated response time and repair/replace procedure and contact numbers. In the event that a Contractor chooses to subcontract its services during the term of the contract, service calls made by participating agency staff should be handled through the Contractor directly.

c. Equipment Malfunctions and Refunds: For participating agencies entering into a lease agreement, Contractor shall provide a written policy regarding the handling of reimbursement to the agency for lost money in vending machines. In the event that a Contractor chooses to subcontract its services during the term of the contract, reimbursement funds given to participating agencies to be dispersed for refunds must be handled through the Contractor directly.

d. Branding: Proposers are encouraged to offer vending machines that accommodate participating agencies branding opportunities. Placement of logos and school colors via machine wraps are examples of branding possibilities.

1.3.4 Ownership

For participating agencies entering into a lease agreement with the Contractor, vending machines located within the agency's facilities will be Contractor owned. All machines of the Contractor that are placed in the participating agency's facility are at the Contractor's sole risk. The Contractor releases the participating agency and Wayne RESA from any claims arising from the loss of or damage to the Contractor's property.

1.3.5 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 1.5% 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.

1.4 Production Specifications

1.4.1 *Reservation of Rights*

All products being bid shall be certified as new and unused. Please bid the product lines of nationally recognized manufacturers. However, the Wayne RESA will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Wayne RESA further reserves the right to waive any irregularity or informality in the RFP process or any bid, and the right to award to one or multiple vendors. Wayne RESA reserves the right to add or delete products from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Wayne RESA may use the individual product cost, or the sum of groups of products, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Wayne RESA reserves the right to request additional information from any or all Proposers. Wayne RESA also reserves the right to select one or more vendors to award a contract to under this RFQu. In the event a bid is accepted by Wayne RESA and the vendor asserts exceptions, special considerations or conditions after acceptance, Wayne RESA, in its sole and absolute discretion, reserves the right to reject the bid and award other Proposer(s).

1.4.2 *Competition Promoted*

The name of a model, manufacturer or brand in Wayne RESA bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Proposers may offer a variety of brands and models, as it is the intent of Wayne RESA to provide a multitude of options to the eligible agencies. Wayne RESA expects all supplies, materials, equipment or products bid to meet or exceed the specifications set forth in this RFP. Further, it is Wayne RESA's intent that this RFP permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, materials, equipment or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. Wayne RESA, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Proposer meet the specifications contained in this RFQu and possess equivalent and/or better qualities. It is the Proposer's responsibility to notify Wayne RESA in writing if any specifications or suggested comparable equivalent products/brands require clarification by Wayne RESA prior to the due date for bids.

Please confirm your understanding by checking Yes or No.

Yes 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.

Please confirm your understanding by checking Yes or No.

Yes 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:

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:

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:

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.

Please confirm your understanding by checking Yes or No.

Yes No

1.9 Delivery and Acceptance

Proposer should 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.
- Time frames for delivery of product/service. *
- Ordering/customer service capabilities and procedures.
- Policies and procedures for an organization accepting product/service.
- Delivery to all locations in Michigan.
- Identify FOB terms.
- Carriers used for deliveries.
- Proposed warranty period and terms.
- Financial Stability.

Proposer Response:

1.9.1 Shipping Errors

The receiving agencies have been instructed to make immediate inspection on receipt of units and to process payment documents promptly. Payment documents, however, will be delayed if the vehicle/equipment fails to comply with specification requirements. Therefore, close pre-delivery inspection is crucial.

Please confirm your understanding by checking Yes or No.

Yes

No

If “NO” was answered on any items in Section 1.4, 1.5, 1.8, and 1.9, please explain:

1.10 Management and Staff

Proposer should address the following items in their proposal.

- Project Management of the contract.
- Staffing and responsibilities.
- Process and procedures to keep safe and secure facilities when delivering products/services.
- Background checks process, depending on the facility ordering the product/services a more restrictive background check may be required.

Proposer Response:

1.11 Pricing Schedule

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

If there are supplies or regions of the state that might require a longer delivery time-frame please denote in the Additional Information column of the Pricing Schedule for the respective manufacturer's product line.

1.11.1 Price Guarantee

For the first twelve months of the Agreement, the vendor must guarantee to provide the products at the proposed rates. The vendor can propose price increases or decreases after the above stated time period.

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 in the High-Volume Pricing Options column 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 Rebates and Special Promotional Capabilities

All vendors are encouraged to make manufacturer promotions, rebates and special pricing opportunities available. Wayne RESA must approve promotional materials referring to the Wayne RESA/CoPro+ Agreement prior to release. Wayne RESA/CoPro+ will post rebate and special pricing information on its web site.

Guidelines for Vendor /Contractor promotions for Wayne RESA/CoPro+ awarded items:

- A. Submit all promotions for approval
- B. Identify the savings amount
- C. Identify the final price
- D. Specify the time period in which a purchase must be made
- E. Identify the link to a rebate form (preferred) or provide the form

1.11.6 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.

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 2.0% 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+.

SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFP Addenda and Exhibits have been read.

The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of RFP- #WR-165-21021 Food and Beverage Vending Machines.

2. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Wayne RESA, will be the basis for the Bidder to enter into a contract with Wayne RESA in accordance with the intent of the bid documents.
3. The undersigned acknowledges receipt and acceptance of all addenda.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
 - Contractor's Employment Eligibility
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
 - Certificate of Independent Price Determination
 - Clean Air and Water Certificate
 - Certifications/Disclosure Requirements Related to Lobbying
 - U.S. Department of Energy Assurance of Compliance Non-Discrimination in Federally Assisted Programs
5. The undersigned acknowledges that bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated bid documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against Wayne RESA based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Vendors who do business with the Wayne RESA shall hold Wayne RESA, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Wayne RESA, prior to award, and shall include an insurance certificate and additional insured certificate, naming Wayne RESA, which meets the minimum insurance requirements, as stated in the terms and conditions.

2.1 Company Profile

Official Name of Bidder:
Street Address:
City:
State: Zip Code:
Website:
Primary Contact Name:
Primary Contact Phone Number
Primary Contact Email Address:
Dun & Bradstreet (D&B) Number (if applicable):
Has your company been debarred by the Federal and/or State Government? <input type="checkbox"/> Yes <input 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?
Brief history of your company, including the year it was established:
Signature:
Name and Title of Signer:
Date:

2.2 References

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

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	
Annual Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	
Annual Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	
Annual Volume:	

2.3 Assurances and Certifications

CONTRACTOR'S EMPLOYMENT ELIGIBILITY

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

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

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

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

 Printed Name of Respondent

 Signature of Respondent (*BLUE ink preferred*)

 Company Name

 Date of Signature

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

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

Assurance Regarding Access to Records and Financial Statements

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

Iran Economic Sanctions Act

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

Vendor Signature:
Date:

Notary
State of _____
County of _____
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:

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

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

Company’s Authorized Representative / Position Title

Signature of Company Representation

Company Name

Date of Signature

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.

Charles Wolford, (e-signature)

Name of Manufacturer or Processor

Acting for Wayne RESA

THE MANUFACTURER OR PROCESSOR AGREES AS FOLLOWS:

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

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

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

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

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

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

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

The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency

or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

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

Company's Authorized Representative / Position Title

Signature of Company Representation

Company Name

Date of Signature

CERTIFICATIONS/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

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

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

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

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

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

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

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

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

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

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

Company's Authorized Representative / Position Title

Signature of Company Representation

Company Name

Date of Signature

U.S. DEPARTMENT OF ENERGY ASSURANCE OF COMPLIANCE NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

DOE F 1600.5
(06-94)
All Other Editions are Obsolete

U.S. Department of Energy
Assurance of Compliance

OMB Control No.
1910-0400

Nondiscrimination in Federally Assisted Programs

OMB Burden Disclosure Statement

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

(Hereinafter called the "Applicant")

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

Applicability and Period of Obligation

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

Employment Practices

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

DOE F 1600.5
(06-94)

All Other Editions are Obsolete

OMB Control No.
1910-0400

Subrecipient Assurance

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

Data Collection and Access to Records

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

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

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

Applicant Certification

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

Designated Responsible Employee / Position Title

Signature of Company Representation

Signature

Date of Signature

Applicant's Name

Telephone Number

Address

Date

Authorized Official:
President, Chief Executive Officer or Authorized Designee

Name and Title

Telephone Number

Signature

Date

SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

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

Release of RFP:	Monday, March 22, 2021
Vendor Question Due Date:	Monday, March 29, 2021 at 5 p.m.
Questions and Answers Responses Posted:	Monday, April 5, 2021
Proposals Due by (5:00 P.M. EST) *:	Monday, April 19, 2021 at 2p.m.
Evaluation/Clarifications/Negotiations:	April 2021
Notice to Award:	May 2021
Master Agreement Award Date:	May 2021

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

3.1 Wayne RESA Responsibility

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

3.2 Truth and Accuracy of Representations

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

3.3 Proposers Questions

Proposers may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by 5:00 pm EST (Eastern Standard Time) no later than Monday, March 29, 2021. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

E-mail address: copro@resa.net

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

3.4 Preparation of the Proposal

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

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

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

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

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

3.5 Bid Submission Deadline

The Deadline for receipt of Bids is: Monday, April 19, 2021, 2:00 PM EST (the "Due Date").

- A. Submit an electronic version of your Bid to Wayne RESA via email to copro@resa.net not later than **2:00 p.m. on Monday, April 19, 2021**. Wayne RESA has no obligation to consider any proposal that is not timely received. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Wayne RESA not when the e-mail was sent. Proposals will not be accepted via U.S. mail or any other delivery method.
- B. APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "RFQu-WR-165-021021" with Company Name, and "message 1 of 3" as appropriate if the proposal consists of multiple emails. Note: All e-mails from a Proposer must be received by Wayne RESA by the stated time and date in order for the proposals to be deemed submitted on time.

3.6 Adherence to Mandatory Requirements (Pass/Fail)

Wayne RESA Administrator or designee shall review Section 2.0 Bidder Information and determine if the Proposer meets the minimum requirements as outlined in this RFP.

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

3.7 Evaluations Process

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

- A. Wayne RESA may contact the Proposer for clarification of the Proposer's Bid.
- B. Wayne RESA may use other sources of information to perform the evaluation.
- C. Wayne RESA. may require the Proposer to submit additional and/or supporting materials.

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

After a prospective supplier has been selected, Wayne RESA and the prospective supplier(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Wayne RESA may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal. It is anticipated that pre-qualified contract awards will be made to multiple vendors.

3.8 Evaluation Criteria

1. Evaluation Factors for Statement of Work (Section 1) – 30 points
2. Company Profile (Section 2.1) – 10 points
3. References (Section 2.2) – 20 points
4. Pricing (Section 1.10 and Attachment A) – 40 points

3.9 Optional Tools to Enhance Evaluation Process

Wayne RESA during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Wayne RESA.

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

3.10 Wayne RESA Option to Reject Proposals

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

3.11 Freedom of Information Act

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

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

By submitting a response to this RFQu, the Proposer shall be deemed to have agreed to indemnify and hold harmless Wayne RESA for any liability arising from or in connection with Wayne RESA's failure to disclose,

in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFQu which have been marked "Trade Secret," "Confidential," or "Proprietary."

3.12 Contacts with Wayne RESA Personnel

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

Email address: copro@resa.net

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

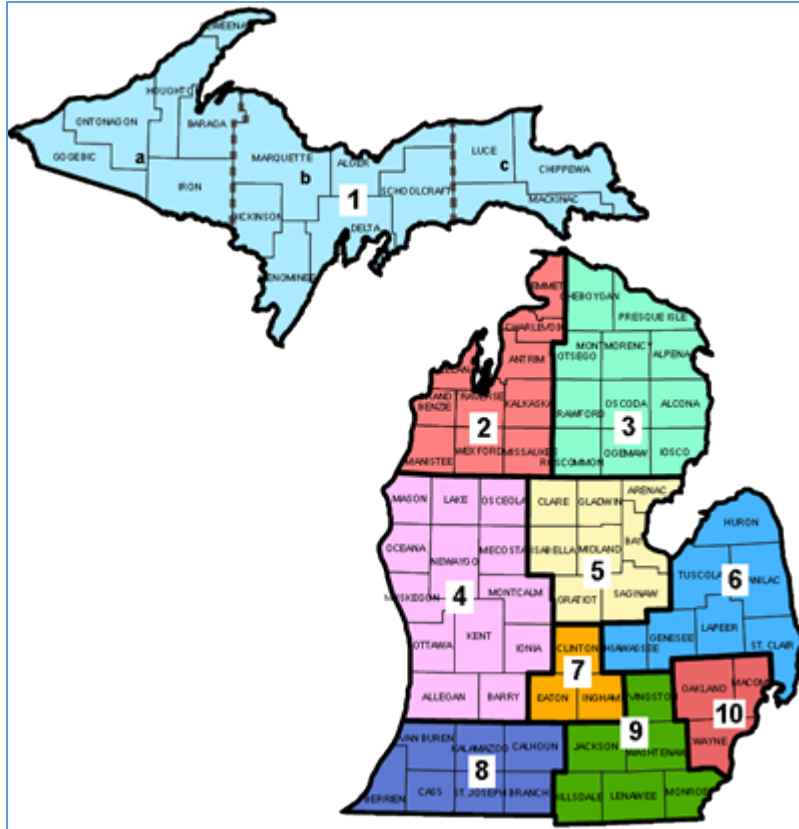
3.13 Final Agreement Award Determination

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

3.14 Cancellation of Invitations for Bids or Requests for Proposals

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

APPENDIX A – Food and Beverage Vending Machine Equipment Repair 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