



**MOR CONSORTIUM
REQUEST FOR PROPOSAL
RFP # 96240-020122**

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

RFP Available	Date: March 9, 2022
Letter of intent to bid due	Date: March 16, 2022
Bidder Questions Due	Date: March 18, 2022
Bidder Question Responses	Date: March 22, 2022
Proposals Deadline	Date: April 8, 10:00 a.m. Place: Wayne RESA Purchasing Office 33500 Van Born Road Wayne, MI 48184
Bid-Opening	Date: April 8, 2022, 10:15 a.m. Wayne RESA, Room TBD Vendors may attend; however, no award will be made at this time.
Contract Award	Date: April 2022
Service Start-Up	Date: July 1, 2023



TABLE OF CONTENTS

I Instructions to Vendors

- A. Introduction
- B. Scope of Work
- C. Proposal Process
- D. Evaluation of Proposals and Awards
- E. Bid Protest Procedures

II Specifications

- A. Indemnity, Release, Insurance and Security
- B. Default and Termination
- C. Non-Discrimination/Equal Opportunity
- D. Taxes
- E. Integration

III Attachments

Attachment #1: Signature Page

Attachment #2: Bid Proposal

Attachment #3: Vendor Statement of Qualifications

Attachment #4: Ethical Standards Affidavit – Must be notarized

Attachment #5: Conflict of Interest Affidavit – Must be notarized

Attachment #6: Certificate of Liability Insurance

Attachment #7: Bid Security

Attachment #8: Assurances and Certifications

Attachment #9: Certification Regarding Clean Air and Water

Attachment #10: Current list of Member Districts (*Subject to change*)

Attachment #11: Selection Criteria and Award Matrix



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, Northern Indiana and Ohio. Currently the MOR consortium is made up of 190 districts that purchase commodity and/or commercial products. 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, who 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, and any other supplies with or without other value added services that may be offered and directly provided, 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. As wants and needs of commercial products change, the MOR Coop would like our distributor partner(s) to negotiate on our behalf to acquire least-best pricing from manufacturers. Please use attachment #2 Fixed Price Form and Proposal Narrative to describe your bid pricing mechanism and process. A commercial product list will be sent to the awarded primary and secondary vendors with a request for pricing in the spring of 2023. The bid pricing for both USDA Foods and Commercial Foods will have an effective date of July 1, 2023 and will be held for the entire year.

The term of the contract will be July 1, 2023 to June 30, 2024. 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 provided by the awarded company. 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.

All health department mandates and or recommendations adopted by the district must be followed.

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 3rd party inspection reports. Copies made available upon request.

The MOR Administrator and the MDE Food Distribution Unit personnel will inspect the trucks and the warehouse where USDA foods are being stored on a yearly. 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 and the Michigan Good Food Charter have a shared goal to source 20% of food products from Michigan growers, producers and processors and to encourage all districts to participate in the Michigan \$.10 a Meal initiative. 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.

The MOR cooperative would like the awarded vendor to attend SNAM events, SNA national conference and ACDA national conference. The coop leadership believes that a distributor partner that is active with these events/organizations better understands the Child Nutrition Programs in which our school districts participate and can better meet their needs.

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 within 48 hours. 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 be able provide a sales verification report if needed, by processor, by district to the invoice level and will should be able to provide scanned/electronic copies of signed invoices to MDE or the Coop upon request.

The MOR cooperative uses all versions of tracking passthrough values on USDA processed foods. fee for service, modified fee for service, NOI, closed-sku NOI, rebate, etc. Our awarded vendor will need to adapt systems to fit these and other new valuation/tracking systems as they are developed.

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, Fair Market Value Report, Monthly inventory.

The awarded distributor partner is expected to adapt to needs and add services to meet new programs or initiatives put in place by the coop, MDE and USDA. (In the last year programs like SFSP DOD and CCC entitlement have been added)

Commercial Program

The MOR Consortium commercial program will be made up of our two awarded distributor partners. During the Spring of 2023 a line item list of 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 2023-24 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. The



awarded items will be repriced annually unless otherwise noted by the vendor, 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 make that individual choice by considering which items are awarded, price, minimum drop sizes and other factors that affect their operation. 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 (please address this pricing scenario in your submission). 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. MOR operates a one bank system across all commodity product categories with the ability shut off any individual district, vendor or product. These decisions will be made by the cooperative administrator.

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. The submission of a letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to Charles Wolford wolford@macservcorp.com no later than March 16, 2022. *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.
2. Proposals must be prepared in compliance with provisions of this RFP. Failure to comply will result in the disqualification of the proposal.



3. Bidder Questions shall be submitted in writing to wolford@macservcorp.com on or before March 18, 2022. Responses to all submitted questions shall be provided in writing to all bidders on March 22, 2022.
4. Proposals must be received by mail or delivery by 10:00 a.m., local time, on April 8, 2022. 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
 - 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 #96240-020122
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:
[Request for Proposal - Wayne RESA](#)
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.



11. Inquiries regarding the technical specifications of this RFP may be directed to: Charles Wolford at: (734) 740-2915 or wolford@macservcorp.com
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.

F. Price Assurance



The awarded vendor agrees to provide pricing to the MOR Cooperative ensuring the lowest pricing available. The awarded vendor agrees to promptly lower the cost of any product/service purchased following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, The MOR Cooperative requests equal or better than pricing to be submitted.

All pricing submitted to the MOR Cooperative shall include a \$0.35/case administrative/remittance fee to be remitted to the MOR cooperative administration by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with the MOR cooperative.



III. ATTACHMENTS

Attachment #1	Signature Page
Attachment #2	Bid Proposal
Attachment #3	Vendor Statement of Qualifications
Attachment #4	Ethical Standards Affidavit – Must be notarized
Attachment #5	Conflict of Interest Affidavit - Must be notarized
Attachment #6	Certificate of Liability Insurance
Attachment #7	Bid Security
Attachment #8	Assurances and Certifications
Attachment #9	Certification Regarding Clean Air and Water
Attachment #10	List of Commodity 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 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

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: _____



Fixed Price Form and Detailed Narrative
Additional pages may be added

Vendor _____

Program Fees:

1. Fixed Delivery Fees per Case:

USDA Processed Products Markup _____

Commercial products Mark Up of Items. _____

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.

14. Please describe your criteria and method for assessing fuel surcharges.

15. Please describe your system to request bid pricing from the Manufacturers for all items not covered in the Manufacturer direct commodity and commercial equivalent RFP done by the cooperative.



Attachment #3

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.

Client Data	Description and Date of Service
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	

Signature: _____ Title: _____ Date: _____



Attachment #4

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.*)

☐ 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



Attachment #6
RFP #16-010-256

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

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				EACH OCCURENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
	<input type="checkbox"/> _____				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> _____				GENERAL AGGRREGATE	\$
	GENERAL AGGRREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
<input type="checkbox"/> _____						
<input type="checkbox"/>						
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
	<input type="checkbox"/>				AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUT-ORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				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 30 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.

Signature of Vendor

Title

Date



RA/Agency Name	Agreement #	2018-19 lunches*	Current Rate	Entitlement
Academic and Career Education Academy	56903	4492	0.3975	\$1,786
Advanced Technology Academy	63914	93130	0.3975	\$37,019
Anchor Bay School District	50040	422767	0.3975	\$168,050
Armada Area Schools	50050	65744	0.3975	\$26,133
Arts Academy in the Woods	50905	13724	0.3975	\$5,455
Arts and Technology Academy of Pontiac	63915	95033	0.3975	\$37,776
Barack Obama Leadership Academy	82933	60075	0.3975	\$23,880
Battle Creek Montessori Academy	13900	23890	0.3975	\$9,496
Black River Public School	70904	52887	0.3975	\$21,023
Bloomfield Hills Schools	63080	216157	0.3975	\$85,922
Bradford Academy	63917	142822	0.3975	\$56,772
Bullock Creek School District	56020	152966	0.3975	\$60,804
Caledonia Community Schools	41050	370474	0.3975	\$147,263
Calhoun Intermediate School District	13000	14147	0.3975	\$5,623
Caniff Liberty Academy	82745	65349	0.3975	\$25,976
Capstone Academy Charter School (SDA)	82752		0.3975	\$0
Caro Community Schools	79020	155928	0.3975	\$61,981
Cesar Chavez Academy	82918	313309	0.3975	\$124,540
Charlton Heston Academy	72901	98529	0.3975	\$39,165
Chippewa Hills School District	54025	224491	0.3975	\$89,235
Clarenceville School District	63090	186551	0.3975	\$74,154
Clawson Public Schools	63270	112508	0.3975	\$44,722
Commonwealth Community Development Academy	82919	26771	0.3975	\$10,641
Cornerstone Jefferson-Douglass Academy	82760	72881	0.3975	\$28,970
Creative Montessori Academy	82969	30510	0.3975	\$12,128
Crossroads For Youth	630008002	10676	0.3975	\$4,244
Dearborn City School District	82030	1919600	0.3975	\$763,041
Dearborn Heights School District #7	82040	238533	0.3975	\$94,817
Detroit Academy of Arts and Sciences	82929	134211	0.3975	\$53,349
Detroit Achievement Academy	82700	33593	0.3975	\$13,353
Detroit Community Schools	82925	65104	0.3975	\$25,879
Detroit Innovation Academy	82739	46730	0.3975	\$18,575
Detroit Leadership Academy	82722	97438	0.3975	\$38,732
Detroit Public Safety Academy	82704	15550	0.3975	\$6,181
Detroit Service Learning Academy	82953	169917	0.3975	\$67,542
Dexter Community School District	81050	232955	0.3975	\$92,600
Distinctive College Prep.	82763	49956	0.3975	\$19,858
Dove Academy of Detroit	82930	52428	0.3975	\$20,840
Eagle's Nest Academy	25916	29541	0.3975	\$11,743
East Shore Leadership Academy	74900	27837	0.3975	\$11,065
Eaton Academy	82915	49712	0.3975	\$19,761
Farmington Public School District	63200	587422	0.3975	\$233,500
Flat Rock Community Schools	82180	117948	0.3975	\$46,884
Four Corners Montessori Academy	63923	16544	0.3975	\$6,576
George Crockett Academy	82937	64262	0.3975	\$25,544
Grand Rapids Christian High School	410101001	177823	0.3975	\$70,685
Hamtramck, School District of the City of	82060	392352	0.3975	\$155,960
Hanley International Academy	82986	101510	0.3975	\$40,350



Holly Academy	63911	53820	0.3975	\$21,393
Hope of Detroit Academy	82957	132854	0.3975	\$52,809
Huron Valley Schools	63220	439919	0.3975	\$174,868
Inkster Preparatory Academy	82762	26551	0.3975	\$10,554
Jefferson Schools (Monroe)	58080	131814	0.3975	\$52,396
Keys Grace Academy	63938	567333	0.3975	\$225,515
Lakeview Sch. District (Calhoun)	13090	374006	0.3975	\$148,667
Lamphere Public Schools	63280	193060	0.3975	\$76,741
Lincoln-King Adams-Young Academy	82773	102,960	0.3975	\$40,927
Livonia Public Schools School District	82095	656331	0.3975	\$260,892
Ludington Area School District	53040	140098	0.3975	\$55,689
Macomb County Juvenile Justice Center	500008003	15530	0.3975	\$6,173
Macomb ISD	50000	88006	0.3975	\$34,982
Macomb Montessori Academy	50914	22813	0.3975	\$9,068
Madison Academy	25911	60676	0.3975	\$24,119
Madison-Carver Academy	82742	67780	0.3975	\$26,943
Mason Consolidated Schools (Monroe)	58090	80763	0.3975	\$32,103
Merritt Academy	50906	33156	0.3975	\$13,180
Michigan Educational Choice Center	82751	34051	0.3975	\$13,535
Michigan Mathematics and Science Academy	63924	105155	0.3975	\$41,799
Momentum Academy	63928	33874	0.3975	\$13,465
Monroe Public Schools	58010	563846	0.3975	\$224,129
Mount Clemens Community School District	50160	145608	0.3975	\$57,879
Mt. Pleasant City School District	37010	220732	0.3975	\$87,741
Multicultural Academy	81908	23610	0.3975	\$9,385
Noor International Academy	50913	12662	0.3975	\$5,033
Northridge Academy	25904	28795	0.3975	\$11,446
Oakland International Academy	63912	108247	0.3975	\$43,028
Old Redford Academy	82956	204413	0.3975	\$81,254
Owosso Public Schools	78110	348651	0.3975	\$138,589
Paw Paw Public School District	80160	195298	0.3975	\$77,631
Pennfield Schools	13120	177279	0.3975	\$70,468
Pinckney Community Schools	47080	110680	0.3975	\$43,995
Plymouth Educational Center Charter School	82904	73978	0.3975	\$29,406
Plymouth-Canton Community Schools	82100	912919	0.3975	\$362,885
Pontiac City School District	63030	548128	0.3975	\$217,881
Redford Union Schools, District No. 1	82110	302278	0.3975	\$120,156
Richmond Community Schools	50180	87650	0.3975	\$34,841
River Heights Academy	82916	21794	0.3975	\$8,663
Romeo Community Schools	50190	261225	0.3975	\$103,837
Saginaw Chippewa Indian Tribe of Michigan	370108171	10360	0.3975	\$4,118
Shelby Public Schools	64080	183953	0.3975	\$73,121
Shrine Catholic Grade School	630403473	18165	0.3975	\$7,221
St. Mary School	450203909	18276	0.3975	\$7,265
Star International Academy	82941	171275	0.3975	\$68,082
Summerfield Schools	58100	38338	0.3975	\$15,239
Summit Academy North	82938	117174	0.3975	\$46,577
The Dearborn Academy	82928	70787	0.3975	\$28,138
The New Standard Academy	25912	81884	0.3975	\$32,549
The Woodley Leadership Academy	73901	18446	0.3975	\$7,332



Tipton Academy	82754	49109	0.3975	\$19,521
Trillium Academy	82973	45402	0.3975	\$18,047
Trinity Lutheran School	580104217	11121	0.3975	\$4,421
Universal Academy	82950	87975	0.3975	\$34,970
Universal Learning Academy	82982	75973	0.3975	\$30,199
Utica Community Schools	50210	1440068	0.3975	\$572,427
Vicksburg Community Schools	39170	200173	0.3975	\$79,569
Voyageur Academy	82940	119214	0.3975	\$47,388
Walled Lake Consolidated Schools	63290	672939	0.3975	\$267,493
Warren Woods Public Schools	50240	291555	0.3975	\$115,893
Washington-Parks Academy	82719	163092	0.3975	\$64,829
Washtenaw ISD	81000	31020	0.3975	\$12,330
Waterford School District	63300	787760	0.3975	\$313,135
W-A-Y Academy	82746	8522	0.3975	\$3,387
Wayne-Westland Community School District	82160	1085862	0.3975	\$431,630
West Village Academy	82959	49562	0.3975	\$19,701
Westwood Community School District	82240	191959	0.3975	\$76,304
Whiteford Agricultural School District	58110	42909	0.3975	\$17,056
Windover High School	56901	9395	0.3975	\$3,735

\$8,525,337



Selection Criteria and Award Matrix Form		
Company Being Evaluated		
<hr/>		
Criteria	Max Points	Awarded
General Background Information and History	5	
Administrative and Management Services, Testing & Product Selection	28	
Contracting, Negotiating, Purchasing, Distribution, Receiving and Storage Services	27	
Fee and Rebate Proposal	30	
Proposed Value-Added Services	10	
Total Points	100	

Evaluator's Comments and Recommendations:

Evaluator's Name

Evaluator's Signature

Date



GENERAL INFORMATION AND HISTORY – POINTS 5	
1.	What is location of office(s) to support MOR?
2.	What is company size and history?
3.	What is scope of clients serviced?
4.	How long has your Firm been providing these types of service in Michigan?
5.	List any actions taken by any regulatory agency resulting in litigation involving the Firm or its agents or employees with respect to and work performed in the last then (10) years as well as the outcomes relating thereto.
6.	List all insurances that your Firm has that would be applicable to these services.
7.	Certification of Compliance – Check the documents you have provided with this bid.
	Completed Form AD 10 48 – Non-Collusion Affidavit
	Certification Regarding Debarment
	Certificate of Independent Price Determination
	Completed Lobbying Statement
	Clean Air & Water
8.	Describe in detail you firm’s experience with and methods for handling USDA Processed and Non-Processed, Donated Foods and the DoD Produce Program in the State of Michigan?
9.	How does your Firm learn about and comply with public policy, and legislative or statutory requirements?
10.	Describe your Firm’s proposed communication, data interchange and reconciliation mechanism with all necessary parties?
11.	Provide your written Code of Standards of Conduct governing the performance of officers, employees or agents.
12.	What are the major strengths your firm will bring to our MOR members?
13.	Please provide any other information that would qualify your Firm to meet the needs of the MOR members.


ADMINISTRATIVE AND MANAGEMENT SERVICES, TESTING & PRODUCT SELECTION – POINTS 28

1.	Key Personnel:
	a. Provide a professional bio of key personnel with primarily MOR contact: Include: name, address, phone number, email address and major area of responsibility.
	b. Explain your Firm's staffing plan for these key positions including credentials and experience.
	c. Provide name(s) of persons being proposed as dedicated to MOR account for: Educating, recruiting and retraining members; Assistance with preparing order guides, commodity ordering and maximizing use of their entitlement.
	d. Who will be designated as your customer service coordinator(s)?
	e. Who will be designated as your technology coordinator(s)?
2.	Describe in detail your Firm's support systems to include technology, facilities, vehicles, employees, routing, global positioning, bar scanning, particularly as they relate to proposed MOR operations.
3.	What is your communication plan to members? What process(s) will you use to disseminate new and up-to-date information? Who will be responsible to communicate throughout the state?
4.	Explain your web-based order entry system for MOR membership.
5.	Describe how MOR members will be notified of problems requiring his/her attention.
6.	Describe the Management Reports your firm would supply MOR administrators and members. Please include copies of reports.
7.	Describe the training your firm provides regarding on-line ordering and website navigation at the district level for managers and directors.
8.	Describe how your Firm will provide via a website or email reports:
	a. Order guides;
	b. Pricing information;
	c. Catalogues and how members can search information;
	d. Technical information; Nutritional information;
	e. Statements of purchases, use histories, and management reports.
	f. USDA/MDE required reports.
9.	Please describe how your company will work with the coop on product and slotting Decisions.
10.	Provide written assurance that a representative of your company will attend MOR meetings and present oral and written reports upon request.
11.	Provide MOR administrator with your Recall Procedure that specifically addresses the details of holds and recalls of USDA Food.
12.	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?
13.	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 27	
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, shortages and substitutions
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.	Describe how your firm will provide nutrition and allergy information for subbed products.
9.	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.
16.	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 30**

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?
2. Delivery Fee: Knowing the preferred format is flat fixed fee per case basis, please provide a detailed explanation of your fees for delivery services as indicated on attachment #2.
3. Please explain your proposal if delivery prices are different based on location of members in the state.
4. Storage Fees: How will you assess and under what conditions will you charge storage fees?
5. Delivery Minimums: Explain your Firm's delivery minimums in dollar volume.
6. List all financial incentives will your firm offer the MOR coop membership? (i.e drop size incentives, quick pay incentives, please list all others....)
7. Please explain your pricing methodology and how your firm will negotiate least-best price on behalf of the MOR Coop.

VALUE ADDED AND POTENTIAL FUTURE SERVICES – POINTS 10

1. Explain in detail the value added services your firm will provide to MOR members.
2. Describe in detail additional services your Firm may wish to provide to MOR and how you propose to provide and charge for these potential future services.

ITEMS WE DIDN'T REQUEST

Describe in detail, services you believe critical to MOR that we did not request information about and how your Firm proposes to provide them.

EXCEPTIONS/VARIATIONS

Any exceptions to the information and/or terms and conditions contained in this Request for Proposal must be described in detail: This includes any altered conditions or variations you plan to propose in the final contract.

WHY SHOULD YOUR FIRM BE SELECTED?

Describe in detail why your Firm believes it should be the selected Service Provider for the MOR Purchasing Cooperative.