



**SPARC CONSORTIUM  
REQUEST FOR BID**

**Administrative Services  
on behalf of the SPARC Consortium**

Date: 1/13/2022

Bid documents will be available via email and posted on the SPARC Website, [www.michigansparc.org](http://www.michigansparc.org)

**RFP Timetable is as follows:**

<b>RFB Available</b>	<b>Date:</b>	<b>January 13, 2023</b>
<b>Letter of intent to bid</b>	<b>Date</b>	<b>January 23, 2022</b>
<b>Bids Due</b>	<b>Date:</b>	<b>February 6, 2023</b>
<b>Questions:</b>		<b>Karen Thomas</b> <a href="mailto:Thomas-karen@aramark.com">Thomas-karen@aramark.com</a> <b>(O)734-762-8369</b>
		<b>Allison Cochrane</b> <a href="mailto:Serr-Allison@aramark.com">Serr-Allison@aramark.com</a> <b>(O)586-439-7166</b>
<b>Contract Award</b>	<b>Date:</b>	<b>February 20, 2023</b>
<b>Service Start-Up</b>	<b>Date:</b>	<b>July 1, 2023</b>

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## **INSTRUCTION TO Agent(s)**

### **A. RFB Introduction and Intent**

The School Purchasing and Research Consortium known as SPARC is a purchasing cooperative that is soliciting bid proposals for competitive negotiations for administrative services from Agent(s). Currently the SPARC consortium is made up of districts throughout Michigan. Agent(s) bidding should be aware that the names and number of districts/entities will change yearly on the USDA Foods side of the business as per the Michigan Department of Education's process for USDA Foods consortium sign-up.

The SPARC Consortium Board may select one and/or more SPARC Agent(s) to fulfill the role of and provide the administrative services on behalf of SPARC Board and members.

The SPARC Consortium is soliciting proposals from qualified agents who can provide administrative services on behalf of SPARC to its School Food Authority (SFA) members. In the capacity of administrator, the "Agent(s)" will manage the USDA Foods diversion process, conduct procurement, provide all Consortium members with excellent customer service, training, communication, required reports including Planned Assisted Level (PAL) and purchase data reports. The Agent(s) will market the SPARC Consortium to existing members and promote growth and monitor and manage commercial purchasing processes in accordance with USDA program procurement requirements.

SPARC seeks an Agent(s), who will facilitate the consortium's goal to increase membership, implement operational cost savings and efficiencies, enhance vendor relationships and support member districts to develop and sustain best business practices for their school food services. The SPARC Consortium believes strongly in providing its members with the lowest prices possible with the highest quality of service. SPARC wants to create a partnership with our administrative agent(s) and vendors that is mutually beneficial to its members and partners.

The term of the contract will be negotiable based on RFB responses. The contract will include an option of up to four (4) additional one (1) year contract renewals if agreed upon by both the SPARC and the Agent(s).

Year 1: July 1, 2023, through June 30, 2024

Year 2: July 1, 2024, through June 30, 2025

Year 3: July 1, 2025, through June 30, 2026

Year 4: July 1, 2026, through June 30, 2027

Year 5: July 1, 2027, through June 30, 2028

SPARC considers this RFB legally binding and will require that this RFB and the resulting successful Agent's Proposal(s) be incorporated by reference documents into any subsequent agreements between the successful Agent(s) and The SPARC Consortium. It shall be understood by the Agent(s), that this means that The SPARC Consortium expects the Agent(s) to satisfy all requirements listed herein. Exceptions shall be explicitly noted in your Proposal. Lack of exceptions listed on the Individual Response Forms will be considered acceptance of all the specifications and terms as presented in the RFB. The awarded contract will represent the contractual requirements listed in the RFB, attachments to the RFB, amendments to the RFB, and Selected Agent(s) Proposal. Failure to execute the awarded contract will disqualify winning Agent(s). In that event, the next most responsible and responsive Agent(s) with the highest point

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score will be selected. The SPARC Consortium reserves the right to rebid the administrator services if RFB responses do not meet the required criteria as listed below.

All costs including but not limited to those related to the development of services, supplies, technology, nutrition information, and the Single Bank System will be incurred by the successful Agent(s) and will not be charged back to The SPARC Consortium unless pre-approved by the SPARC Board.

## **B. Scope of Work**

The successful Agent(s) will be required to:

1. Communicate Effectively
    - a. Help with all forms of communication to members including email blasts and organization of virtual board and committee meetings.
    - b. Help with all forms of communication between SPARC and MI Dept. of Education
    - c. Inform, update and facilitate communication between vendors and consortium
  2. Coordinate Annual membership meetings by
    - i. Developing agendas & facilitating meetings
    - ii. Providing minutes
    - iii. Market meetings and events
    - iv. Preparing materials for vendors including booth rental and staffing at relevant conferences
  3. Market SPARC and coordinate the development and distribution of marketing in a variety of formats including, but not limited to print materials, online communication, and phone calls. Bids will provide a detailed plan of how the SPARC Consortium will be marketed and sold to potential members.
  4. Manage allocation, commitment, and diversion of USDA Foods for the Consortium.
    - a. Promptly inform participants about any incoming USDA Foods offering(s), coordinate data collection/orders, re-cap the orders, forecast the food amounts needed, and forward the orders in a timely manner to the federal ordering systems (WBSCM and FFAVORS).
    - b. Prepare, manage, and administer the RFBs for manufacturer in processing of the USDA Foods.
    - c. Calculate each school district's fair share of USDA Foods; perform all necessary surveys and/or accurate diversion of all USDA Foods and related programs.
    - d. Provide systems to manage a single bank or district level diversion in all USDA Foods channels.
    - e. Manage remaining USDA foods commitment balances using a perpetual inventory system.
    - f. Promptly inform participants of new commercial product(s) available including pricing and potential taste testing opportunities.
    - g. The Agent(s) will inform each participating district of the actual USDA Foods prices with Fair Market Value reports.
    - h. Track all the incoming USDA Foods products, compare them against the original orders, and inform the participants about any discrepancies.
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- i. Coordinate pre-planning process and ensure that the Michigan Department of Education Food Distribution Program administration receives their required paperwork in a timely manner.
- 5. Attend relevant State and National trainings at the SPARC's expense. This would include:
  - a. Michigan Department of Education annual meetings (in-state)
  - b. School Nutrition Association of Michigan Industry Conference (in-state)
  - c. School Nutrition Association of Michigan Annual Conference (in-state)
  - d. School Nutrition Association Annual Conference (out-of-state)
  - e. American Commodity Distribution Association Annual Conference (out-of-state)
- 6. All travel must be preapproved and will not be reimbursed without itemized costs and supporting receipts/invoices.
- 7. SPARC's agent(s) will conduct and oversee all procurement that meets the USDA regulations for
  - a. USDA Food further processed foods contracts
  - b. Prime Vendor Distributor
  - c. Group Purchasing Organization (GPO)
  - d. USDA certified 6 cent certified and nutrient analysis certified software contract
  - e. Other vendors as SPARC requests including by not limited to:
    - i. Dairy bids
    - ii. Bakery and Cereal bids
    - iii. Small wares

This Agent(s) will also be responsible for contract management and auditing of all above-named procurement and must have the capability to audit the distributor on behalf of SPARC once bidding and contracts are issued.

8. Monitor all deliveries of products from the distributor to all participating school districts including USDA Foods and commercial items.

9. The Agent(s) will monitor and electronically post on Agent's website a Planned Assistance Level report (PAL) for each district within SPARC on a weekly basis, or as requested by a member.

10. The Agent(s) will track and coordinate, in conjunction with awarded distributor(s), the volume discounts from participating manufacturers. The disbursement of volume discounts for each fiscal year (July 1 to June 30) shall occur no later than December 31st of each calendar year.

11. The Agent(s) will obtain all available balances of USDA Foods stored with processors and will keep a perpetual master inventory for the entire SPARC Consortium as well as for individual participants electronically in real time.

12. The Agent(s) will be responsible for retaining all the pertinent records regarding all proceedings relating to Consortium activities. These records must be retained for three years from the completion date of the awarded contract. If any litigation, claim, negotiation, auditor other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it, or

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until the end of the regular three-year period, whichever is later. All records are the property of SPARC and must be readily available to all SFA Member Districts as necessary. In the event the contract with the Agent(s) is not extended or is dissolved for any reason, all documents and records are to be electronically sent to SPARC Board.

13. The Agent(s) shall maintain a website on the Internet, which contains all information regarding the SPARC Consortium (bids, end product data sheets, offerings, balances, PAL reports, Fair Market Value Reports, etc.) for SFA Member Districts. However, a school district that does not have access to the Internet may request documents in hard copy format. The web page should be updated weekly, or as needed, and all the participating districts should be immediately alerted when new information is posted. The web information should include a list of prices for all available USDA Foods processed products, non-USDA Foods equivalents, DoD, and brown box. The reports should be organized in categories (i.e. beef, pork, pizza, etc.) so they can be easily searched for any needed information.

14. The Agent(s) agrees to monitor all monthly performance reports as submitted by manufacturers. The Agent(s) shall obtain monthly performance reports summaries from MDE on a quarterly basis and submit the information to the SPARC consortium board. If an error occurs with any manufacturer, the Agent agrees to oversee corrective action and work with both MDE and the manufacturers to improve. The Agent(s) agrees to produce required annual processor report as required by the Michigan Department of Education and submitted within their required timeline. The Agent(s) must require all manufacturers to submit monthly performance reports and have an action plan in place if reports are not submitted monthly.

15. The Agent(s) agrees to meet all required State and Federal regulations and laws relative to the procurement and handling of USDA Food.

16. The Agent(s) shall be required to monitor manufacturers nutritional and allergen information available to members and provide any technical assistance to distributor to ensure the information is available to members.

17. The Agent will arrange all SPARC Consortium trainings and annual food show(s) including but not limited to booking of location, speakers, food show booths, and registration

### **C. Bid Process**

- i. Bids must be prepared in compliance with provisions of this RFB. Failure to comply will result in the disqualification of the proposal.
- ii. Bids must be received by mail or delivery to:

SPARC Consortium  
Attention: Karen Thomas  
6500 Middlebelt Rd  
Garden City, MI 48135

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Bids must include:

1. Signature Page used as a cover page (Attachment #1)
  2. Bid with detailed narrative including the Agent(s) fee proposal including responder pay requirements
  3. Statement of Qualifications (Attachment #2)
  4. Ethical Standards Affidavit (Attachment #3) – Must be notarized
  5. Conflict of Interest Affidavit (Attachment #4) – Must be notarized
  6. Certificate of Liability Insurance (Attachment #5)
  7. Assurances and Certifications (Attachment #6)
  8. Certification Regarding Clean Air and Water (Attachment #7)
  9. Civil Rights Act (Attachment #8)
- iii. Only the forms provided in the RFB packet are to be used.
- iv. Altered or substitute forms will not be accepted.
- v. ALL submitted documents must be typed or computer generated. No handwritten documents will be allowed.
- vi. It is understood that each Agent(s), before submitting a bid, 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 Agent(s) from the obligation to comply, in every detail, with all provisions and requirements of the RFB nor shall it be a basis for any claim whatsoever for alteration in any term required by the Agreement.
- vii. Inquiries regarding the technical specifications of this RFB may be directed to:  
SPARC Consortium Attention:  
Karen Thomas 6500 Middlebelt Rd  
Garden City, MI 48135  
Phone – 734-762-8369
- viii. If an Agent(s) discovers any ambiguity, conflict, discrepancy, omission or other error in the RFB, they shall immediately notify Karen Thomas 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 Agent(s) is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFB prior to submitting the proposal or it shall be deemed waived.
- ix. No allowance will be made after proposals are received for oversight, omission, error or mistake by Agent(s).
- x. All bids and any accompanying documents become the property of the SPARC Consortium and will not be returned.
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- xi. The SPARC Consortium will not be liable in any way for any costs incurred by Agent(s) in the preparation of their proposals in response to this RFB nor for the presentation of their bid and/or participation in any discussions or negotiations.
- xii. The SPARC Consortium reserves the right to withdraw this RFB at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- xiii. Receipt of proposal materials by SPARC Consortium or submission of a bid to SPARC Consortium offers no rights against SPARC Consortium nor obligates SPARC Consortium in any manner.
- xiv. SPARC Consortium reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining RFB requirements or excuse the Agent(s) from full compliance with the RFB specifications and other contract requirements if the bid is awarded the contract.
- xv. All proposals shall be a matter of public record subject to the provisions of Michigan law.

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

- i. All Agent(s), by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFB and applicable federal and state laws, rules and regulations and will abide by the terms and conditions thereof.
  - ii. SPARC Consortium and the evaluation committee, at their sole discretion, shall determine whether particular Agent(s) have the basic qualifications to conduct the desired service for SPARC Consortium. In determining whether an Agent(s) possess the basic qualifications to operate, SPARC Consortium may consider, but not be limited to, the following: (a) Agent(s) general reputation for performance and service; (b) Agent(s) longevity of service (number of years) and previous experience; (c) Years of continuous business; (d) Agent(s) financial condition; and (e) staff qualifications (f) Selection criteria and award matrix are included in attachment #8.
  - iii. Award shall be made to the most responsible Agent(s) whose proposal is determined to be the most advantageous to the SPARC Consortium taking into consideration the terms and conditions set forth in this RFB. A valid and enforceable contract exists when an agreement is fully executed between the SPARC Consortium and the Agent(s).
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- iv. Any response that takes exception to any mandatory items in this RFB may be rejected and not considered.
- v. The SPARC Consortium reserves the right to accept or reject in part or in whole, any or all proposals submitted.
- vi. The SPARC Consortium reserves the right to request in writing clarifications or corrections to bids. Clarifications or corrections shall not alter the Agent(s) price contained in the cost bid.
- vii. The SPARC Consortium reserves the right to negotiate further with the successful agent. The content of the RFB and the successful Agent(s) bid(s) will become an integral part of the contract but may be modified by the provisions of the contract.
- viii. By submission of bids pursuant to this RFB, Agent(s) acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFB or subsequently during the selection process.
- ix. A bid in response to an RFB is an offer to contract with the SPARC Consortium based upon the terms, conditions, and scope of work and specifications contained in the RFB.
- x. The SPARC Consortium reserves the right to use, as the SPARC Consortium determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFB, the bid and the contract.
- xi. Agent(s) must submit bids that are complete, thorough, and accurate. Brochures and other similar material may be attached to the bid.

#### **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 SPARC during the solicitation process. Common reasons for Agent(s) filing a bid protest include:

- a. The Master Agreement was awarded to Agent(s) with higher prices.
- b. The Agent(s) proposal was rejected for invalid reasons.

**The Agent(s) awarded the resultant Master Agreement did not comply with RFB specifications.**

#### **A. Indemnity**

1. Indemnification and Hold Harmless – The Agent(s) shall indemnify and hold harmless the SPARC Consortium, its officers, agents, and employees from:
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- 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 Agent(s), 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 Agent(s), 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 SPARC Consortium will not indemnify, defend or hold harmless in any fashion the Agent(s) 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 Agent(s) shall reimburse the SPARC Consortium any expenses incurred as a result of the Agent(s) failure to fulfill any obligation in a professional and timely manner under the Agreement.

#### B. Default and Termination

1. In the event the Agent(s) 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 SPARC Consortium will notify the Vendor of such in writing.
2. Failure on the part of the SPARC Consortium to notify the Vendor of default shall not be deemed a waiver by the SPARC Consortium of the SPARC Consortium's rights on default of the Agent(s) and notice at a subsequent time will have the same effect as if promptly made.
3. Upon receipt of notice of default from the SPARC Consortium, the Agent(s) shall immediately correct such default. In the event the Agent(s) fails to correct the default to the satisfaction of the SPARC Consortium, the SPARC Consortium shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Agent(s) of any liability to the SPARC Consortium for damages sustained by virtue of any default by the Vendor.
4. The Agent(s) 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 SPARC Consortium prevails, the Agent(s) shall pay all expenses of such action including the SPARC Consortium's attorney fees and costs at all stages of the litigation.
5. 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.
6. Termination of the Agreement by the SPARC 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

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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 SPARC 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 SPARC Consortium or in the employment practices of SPARC Consortium's contractors. Accordingly, all Agent(s) entering into contracts with the SPARC Consortium shall upon request, be required to show proof of such nondiscrimination

D. Taxes

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

E. Integration

All RFB documents and addenda, Agent(s) response to this RFB, subsequent Requests for Payments, and contract with the successful Agent(s) contains the entire understanding between the parties.



### III. ATTACHMENTS

Attachment #1	Signature Page
Attachment #2	Agent(s) Statement of Qualifications
Attachment #3	Ethical Standards Affidavit – Must be notarized
Attachment #4	Conflict of Interest Affidavit - Must be notarized
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Attachment #9	Selection Criteria and Award Matrix



## SIGNATURE PAGE

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

In compliance with the Request for a Bid made by the SPARC Consortium, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFB. The undersigned also asserts that:

- This bid 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.
- All prices herein are net and exclusive of all federal, state, and municipal sales and excise taxes.
- Said bidder clearly understands that the SPARC 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 RFB

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

If yes, list minority



**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: Bank reference (i.e., name and address of bank where company's commercial account is located):

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

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

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



**ETHICAL STANDARDS AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

Seal



**CONFLICT OF INTEREST AFFIDAVIT**

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

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

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

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

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

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

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

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

County of \_\_\_\_\_

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

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

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

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

Seal





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

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

CERTIFICATE HOLDER      ADDITIONAL INSURED; INSURER LETTER: \_      CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 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

## 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 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 \_\_\_\_\_

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## **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 Agent(s) shall execute this Certificate.

### **THE AGENT(S) 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

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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 Agent(s).

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Signature of Agent

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Title

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Date



## Federal Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, nation origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) (PDF) found online at the [Filing a Discrimination Complaint as a USDA Customer Web page](#) External link opens in new window or tab. and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;  
Fax: 202-690-7442; or  
Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider.

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<b>Selection Criteria and Award Matrix Form</b>		
<hr/> <b>Company Being Evaluated</b>		
<b>Criteria</b>	<b>Max Points</b>	<b>Awarded</b>
<b>General Background Information and History</b>	<b>10</b>	
<b>Administrative and Management Services, Testing &amp; Product Selection</b>	<b>25</b>	
<b>Contracting, Negotiating, and Purchasing</b>	<b>25</b>	
<b>Agent(s) Proposed Fee</b>	<b>35</b>	
<b>Proposed Value Added Services</b>	<b>5</b>	
<b>Total Points</b>	<b>100</b>	

**Evaluator's Comments and Recommendations:**

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

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

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

