SERVICE
LEADERSHIP
COLLABORATION
EXCELLENCE

ADMINISTRATIVE SERVICES

33500 Van Born Road
Wayne, Michigan 48184-2497
www.RESA.net

Erika Hunter
Purchasing Consultant
(734) 334-1511
(734) 334-1662 Fax
huntere@resa.net

May 17, 2018

REQUEST FOR PROPOSAL

SPECIAL EDUCATION ELECTRONIC FORMS (SEEFs)
RFP #18-006-651

Due Date: **Wednesday, May 30, 2018**
10:00 A.M. EST
Wayne RESA Purchasing Office

Bid Opening: **Wednesday, May 30, 2018**
10:15 A.M. EST
Room 374
Vendors may attend; however, no award will be made at this time.

TABLE OF CONTENTS

I Instructions to Vendors

A. Introduction
B. Scope
C. Proposal Process
D. Evaluation of Proposals and Awards
E. Bid Protest Process
F. Indemnity, Release, Insurance and Security
G. Default and Termination
H. Taxes
I. Integration
J. Financing

II Specifications

A. General
B. **Special Education Electronic Forms Development Specifications**
C. **Special Education Electronic Forms Implementation Assistance Specifications**
D. Financing Options
E. Indemnity, Release, Insurance and Security
F. Default and Termination
G. Taxes
H. 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: Assurances and Certifications

I. INSTRUCTION TO VENDORS

A. Introduction

The Wayne County Regional Educational Service Agency (RESA), established by the Michigan Legislature in 1960, is the largest of fifty-six (56) such agencies throughout the state. It is governed by a publicly elected Board of Education. RESA provides a wide variety of service to thirty-three (33) public school districts in Wayne County, Michigan; serving over 280,000 students. RESA, through various consortium arrangements, provides a variety of services to other educational agencies throughout the state of Michigan.

This bid seeks to establish an agreement to provide maintenance and new development support for the Special Education Electronic Forms (SEEFs) web-based online application. This bid also seeks to establish an agreement to provide implementation assistance for the SEEFs web-based application.

Award of this proposal is contingent upon the approval of funding from Wayne RESA Board of Education.

B. Scope

The Wayne County Regional Educational Service Agency (RESA) is requesting proposals for providing:

1. Maintenance and new development support for the Special Education Electronic Forms (SEEFs) web-based online application.
2. Implementation assistance for the Special Education Electronic Forms (SEEFs) web-based online application.

Electronic forms of all bid documents are available online at: http://www.resa.net/services/purchasing/rfp

If you experience problems in downloading the documents, please contact Wayne RESA Purchasing Consultant, Erika Hunter, via e-mail address is huntere@resa.net.

TIMETABLE	
Release of RFP:	**05/17/2018**
Due Date for Questions:	**1:00 p.m., 05/23/2018**
Questions and Answers Responses Posted:	**05/25/2018**
Proposals Due by (2:00 pm/ EST) *:	**10:00 a.m., 05/30/2018**
Notice to Award:	**June 2018**
Master Agreement Award Date:	**June 2018**

*Any response received later than the specified deadline will be disqualified.

C. Proposal Process

1. Proposal must be prepared in compliance with provisions of this RFP. Failure to comply with all provisions of this RFP may result in disqualification of the proposal.

2. Proposals must be received by mail or delivery, by **10:00 A.M. EST, Wednesday, May 30, 2018**. Vendors are to submit one (1) signed original, two (2) copies and one (1) electronic copy (include media with the sealed bid documents)

   Bid Proposal Package must include the following:
   - Signature Page (Attachment #1), use as cover page.
   - Bid Proposal (Attachment #2)
   - 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)
   - Assurances and Certifications (Attachment #7)

3. Proposals addressed to:

   Erika Hunter
   Wayne RESA, Purchasing Office
   Proposal #18-006-651

   33500 Van Born Road
   Wayne, MI 48184-2497

4. Any proposal received after the time stipulated will not be considered, but will be recorded, filed and shall remain sealed/unopened. Proposals received by facsimile transmissions or electronic mail will not be considered valid unless also received by mail or delivery by the stated deadline.

5. Only the forms provided in the RFP packet are to be used. Electronic versions may be found on the WRESA web page at: http://www.resa.net/services/purchasing/rfp/.
   Altered or substitute forms will not be accepted.

6. ALL submitted documents must be typed or computer generated. No hand written documents will be allowed.

7. 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 or visit the schools to be served. 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 or payment required by the Agreement.

8. Inquiries regarding the technical specifications of this RFP may be directed to:
   Chad Rider
   Manager, RESA Software Applications
   Email: riderc@resa.net

   Non-Technical Questions for this RFP should be directed to:
   Erika Hunter
   Purchasing Consultant, RESA
   Email: huntere@resa.net

   PHONE CALLS RELATED TO THIS RFP WILL NOT BE RETURNED

9. If a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify RESA 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 received this RFP from RESA's Purchasing Department as well as being posted on the Wayne RESA website. 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.

10. No allowance will be made after proposals are received and opened, for oversight, omission, error or mistake by Vendor.

11. All proposals and any accompanying documents become the property of RESA and will not be returned.

12. RESA 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.

13. RESA 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.

14. Receipt of proposal materials by RESA or submission of a proposal to RESA offers no rights against RESA nor obligates RESA in any manner.

15. RESA 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.

16. Proposal must be signed by an officer of the Vendor who is legally authorized to obligate the Vendor to a contract.

17. All proposals shall be a matter of public record subject to the provisions of Michigan law.

18. In the event the district and/or district building, is closed due to unforeseen circumstances on the day proposals are due proposals will be due at the same time on the next day that the Wayne RESA building is open.

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 will abide by the terms and conditions thereof.

2. RESA, at its sole discretion, shall determine whether particular Vendors have the basic qualifications to conduct the desired service for RESA. In determining whether a Vendor possess the basic qualifications to operate, RESA 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
   (e) Firm's general reputation for performance and service.
   (f) Meets Michigan Department of Education definition of fiscally reasonable expenditure.
   (g) Vendor capacity to meet all elements of promotional services required.
   (h) Flexibility in migrating to newer technology – movement between services without termination charges. Consideration will be given to vendors that respond for multiple services.

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 RESA 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 RESA and the Vendor.

5. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
6. RESA reserves the right to accept or reject in part or in whole any or all proposals submitted.

7. RESA 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. RESA 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 RESA based upon the terms, conditions, and scope of work and specifications contained in the RFP.

11. RESA has the right to use, as RESA determined 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 at least sixty (60) days from the proposal submission date.

14. Proposals received after the specified date and time for proposal submission shall not be considered, but will be recorded, filed, and shall remain sealed.

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 Wayne RESA 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

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

F. Indemnity, Release, Insurance and Security

1. Evidence of Vendor Insurance Coverage

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

- Certificate of Liability Insurance (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.

c) 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.

d) The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Wayne County Regional Educational Service Agency, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

3. Workers' Compensation Insurance, 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 Erika Hunter, Purchasing Consultant, Wayne RESA, 33500 Van Born Road, Wayne, MI 48184."

4. If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal certificates and/or policies to Wayne RESA at least ten (10) days prior to the expiration date.

5. Indemnification and Hold Harmless – The Vendor shall indemnify and hold harmless RESA, 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) RESA 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 RESA any expenses incurred as a result of the Vendor's failure to fulfill any obligation in a professional and timely manner under the Agreement.

G. Default and Termination

1. In the event the Vendor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, RESA may notify the Vendor of such default 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 Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Vendor in the proposal, or the address for RESA in the case of notice by the Vendor.

3. Failure on the part of RESA to notify the Vendor of default shall not be deemed a waiver by RESA of RESA'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 RESA, the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction of RESA, RESA 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 RESA 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 RESA prevails, the Vendor shall pay all expenses of such action including RESA'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 sixty (60) day notice to the other party.

6. Termination of the Agreement by RESA 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.

H. Taxes

Wayne RESA is exempt from all federal, state and local taxes. RESA 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 RESA.

I. Integration

All RFP documents and addendum, vendor's response to this RFP, subsequent purchase orders, and contract with the successful vendor contains the entire understanding between the parties.

J. Financing Option

NOT APPLICABLE

II. SPECIFICATIONS

A. General

Specifications are intended to define the level of quality and performance of the requested equipment/service and not to be restrictive. All variations from the specified items shall be fully explained and included with the bid. Manufacturer names and manufacturer product numbers shall be used in all cases. All prices quoted shall be on a unit basis. The determination of the Bid Evaluation Committee as to what alternates (if applicable) are equal shall be final and conclusive.

Each bid copy shall include:

- Attachments 1 through 7, properly completed
- State the time necessary to complete the project
- Model and feature numbers of equipment quoted
- A plan for installation
- Used equipment, if applicable, must be stated as certified and meet original manufacturer specifications.
- Shipping is to be invoiced separately

B. Special Education Electronic Forms Development Specifications

This bid seeks to establish an agreement to provide software maintenance, enhancements, and patching support for the Special Education Electronic Forms (SEEFs) web-based online application. The SEEFs application will be developed and owned by Wayne RESA. It will be offered to local school districts of Wayne, Oakland, and Livingston counties that are part of the MISTAR consortium. SEEFs is offered to consortium districts through our consortium student information system, MISTAR. As such, any new development and maintenance must remain compatible, and fully integrated with, MISTAR. The successful bidder will be expected to commit to approximately 1,500 hours of work per year.

C. Special Education Electronic Forms Implementation Assistance Specifications

This bid also seeks to establish an agreement to provide implementation assistance for the SEEFs web-based application. This assistance will include:

1. Working with stakeholders and users to collect requirements.
2. Working with developers to provide guidance on development priorities.
3. Testing new updates and patches.
4. Coordinating with stakeholders, users, developers, and RESA to plan for and coordinate system upgrades and patches.
5. Attended formal/informal meetings regarding SEEFs enhancements etc.
6. Meet with programmers regarding SEEFs enhancements.
7. Document new user interface specifications for all releases.
8. Testing software updates in the development and pre-release environment. Including integration with Special Education administration application.
9. Updating SEEFs Manuals for Wayne, Oakland, and LESA counties.
10. Creating blank forms that are shared on portable media and posted to appropriate websites.
11. Training of ISD staff for each upgrade.
12. New user training in local districts as needed (optional)

LENGTH OF CONTRACT

Provide pricing for a three (3) year contract with the option for two (2) additional one (1) year contracts if mutually agreeable. In addition, it is acceptable to offer any other options that might provide a best case price scenario for districts.

III. ATTACHMENTS

Attachment #1	Signature Page
Attachment #2	Bid Proposal
Attachment #3	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	Assurances and Certifications

Attachment #1

SIGNATURE PAGE

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

In compliance with the Request for a Proposal made by Wayne WRESA, 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 Wayne WRESA 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: _____

Attachment #2

Bid Proposal

Additional pages may be added as needed to propose alternative solutions

Vendor: _____ Contact: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Vendor web site: _____ Vendor email: _____

Description	Unit Price	Total Price
Special Education Electronic Forms (SEEF) - Development		
Initial 1500 hours per year		
Rate for additional time beyond initial allotment		
Special Education Electronic Forms (SEEF) – Implementation Support		
Rate for optional in-district training		
Total Cost		

Signature: _____ Date: _____

Print Name: _____ Title: _____

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: _____

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

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.

INS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐_____ ☐ _____ GENERAL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐PROJECT ☐ 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 ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐_____ ☐				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC / AGG	$ $
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ 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 REPRESETNATIVE

Attachment #7

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 herby 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 _____ _____

Signature