

MOR CONSORTIUM
REQUEST FOR Bid RFB
 # 003

Administrative Services
on behalf of the MOR Consortium

Date: November 17, 2026

To: All Respondents
Subject: MOR Administrative Services RFB

Scope of Work #16 and, Attachment #7
The proposal due date is Tuesday, January 19, 2027.

New RFP Timetable is as follows:

RFB Available	**Date:**	**November 17, 2026**
Letter of intent to bid	**Date**	**January 5, 2027**
Bids Due	**Date:**	**January 19 , 2027**
Questions:		**Joy R. Hartman**
		Hartmanjoy2515@gmail.com
		586.703.2285
		586.703.2285
Contract Award	**Date:**	**June 15, 2027**
Service Start-Up	**Date:**	**July 1, 2027**

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INSTRUCTION TO Agent(s)

A. RFB Introduction and Intent

The Macomb-Oakland-Wayne RESA Consortium known as MOR is a purchasing cooperative that is soliciting bid proposals for competitive negotiations for administrative services from Agent(s). Currently the MOR consortium is made up of 116 districts throughout Michigan. Agent(s) 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 sign-up.

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

THE MOR Consortium is soliciting proposals from qualified agents who can provide administrative services on behalf of MOR 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 monitor and manage commercial purchasing processes in accordance with USDA program procurement requirements.

MOR 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 foodservices. The MOR Consortium believes strongly in providing its members with the lowest prices possible with the highest quality of service. MOR 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 July 1, 2027, to June 30, 2028. The contract will include an option of up to four (4) additional one (1) year contract renewals if agreed upon by both the MOR and the Agent(s).

Year 1: July 1, 2027, through June 30, 2028
Year 2: July 1, 2028, through June 30, 2029
Year 3: July 1, 2029, through June 30, 2030
Year 4: July 1, 2030, through June 30, 2031
Year 5: July 1, 2031, through June 30, 2032

MOR 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 MOR Consortium. It shall be understood by the Agent(s), that this means that The MOR 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 score will be selected. The MOR

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, compliance with the Buy American Provision, nutrition information, and the Single Bank System will be incurred by the successful Agent(s) and will not be charged back to The MOR Consortium. All other costs must be pre-approved by board and will require detailed invoices before reimbursement can be made.

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 MOR and MI Dept. of Education
    c. Inform, update and facilitate communication between vendors and consortium
2. Coordinate Annual membership meetings by
    i. Developing agendas
    ii. Facilitating meeting
    iii. Providing minutes
    iv. . Market meetings and events
    v. Preparing materials for vendors including booth rental and staffing at relevant conferences
3. Market MOR and Coordinate the development and distribution of marketing.
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.
    b. Prepare, manage and administer the RFBs for manufacturer is 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.

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 MOR'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. MOR'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 MOR requests including but not limited to:
i. Dairy bids
ii. Breakfast 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 MOR 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 MOR *on a daily basis*.

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 MOR 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, audit or 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 until the end of the regular three-year period, whichever is later. All records are the property of MOR, 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 MOR Board.

13. The Agent(s) shall host a website on the Internet, which contains all information regarding the MOR 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 daily 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 MOR 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 MOR Consortium trainings and annual food show(s) including but not limited to booking of location, speakers, food show booths, and registration

C. **Bid Process**

1. Bids must be prepared in compliance with provisions of this RFB. Failure to comply will result in the disqualification of the proposal.

2. Bids must be received by email or delivery to:

Joy Hartman
Hartmanjoy2515@gmail.com

3. Bids must include:

   a. Signature Page used as a cover page (Attachment #1)
   b. Bid with detailed narrative including the Agent(s) fee proposal
   c. Statement of Qualifications (Attachment #3)
   d. Ethical Standards Affidavit (Attachment #4) – Must be notarized
   e. Conflict of Interest Affidavit (Attachment #5) – Must be notarized
   f. Certificate of Liability Insurance (Attachment #6)
   g. Bid Security (Attachment #7)
   h. Assurances and Certifications (Attachment #8)
   i. Certification Regarding Clean Air and Water (Attachment #9)

4. Only the forms provided in the RFB packet are to be used.

5. 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 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.

8. Inquiries regarding the technical specifications of this RFB may be directed to: Joy Hartman
(586) 703-2285 or
Email: Hartmanjoy2515@gmail.com

9. If an Agent(s) discovers any ambiguity, conflict, discrepancy, omission or other error in the RFB, they shall immediately notify Joy Hartman 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.

10. No allowance will be made after proposals are received for oversight, omission, error or mistake by Agent(s).

11. All bids and any accompanying documents become the property of the MOR Consortium and will not be returned.
12. The MOR 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.

13. The MOR 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.

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

15. MOR 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.

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

D. **Evaluation of Bids and Award**

1. 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.

2. MOR 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 MOR Consortium. In determining whether a Agent(s) possess the basic qualifications to operate, MOR 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 #11.

3. Award shall be made to the most responsible Agent(s) whose proposal is determined to be the most advantageous to the MOR 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 MOR Consortium and the Agent(s).

4. Any response that takes exception to any mandatory items in this RFB may be rejected and not considered.

5. The MOR Consortium reserves the right to accept or reject in part or in whole any or all proposals submitted.

6. The MOR 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.

7. The MOR 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.

8. 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.

9. A bid in response to an RFB is an offer to contract with the MOR Consortium based upon the terms, conditions, and scope of work and specifications contained in the RFB.

10. 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 RFB, the bid and the contract.

11. 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 MOR 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 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 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 MOR 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 MOR 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 MOR Consortium will notify the Vendor of such in writing.

2. 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 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 MOR 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 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 Agent(s) of any liability to the MOR 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 MOR Consortium prevails, the Agent(s) shall pay all expenses of such action including the MOR 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 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 Agent(s) 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 Agent(s). 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 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
Attachment #5	Certificate of Liability Insurance
Attachment #6	Bid Security
Attachment #7	Assurances and Certifications
Attachment #8	Certification Regarding Clean Air and Water
Attachment #9	Current List of Members Districts (subject to change)
Attachment #10	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 MOR 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 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 RFB

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: 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 #5
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 ☐ 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 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 b e 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 RFB/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 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 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 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

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 Environ-mental 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).

_____	_____	_____
Signature of Agent	Title	Date

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

Evaluator's Comments and Recommendations:

_____

Evaluator's Name

_____ _____

Evaluator's Signature **Date**