

RFP #WR-975-042318

REQUEST FOR QUALIFICATIONS

FOR

CONSTRUCTION EQUIPMENT RENTAL

BID SUMMARY

Commodity/Service Being Requested: Construction Equipment Rental

Type of Solicitation: Request for Qualifications – It is the intention of Wayne RESA to competitively pre-qualify multiple contractors that will participate in a construction equipment rental program for government municipalities and schools. It is the desire of Wayne RESA through this process to pre-qualify and establish a list of contractors that will provide construction equipment rental for the next five years.

Type of Resulting Contract: Statewide Cooperative Contract – As a result of this RFQ, Wayne RESA will work with the Michigan Association of Counties CoPro+ program to market and extend the construction equipment rental contract(s) to other government municipalities and school districts statewide. Municipalities and school districts will have access to a pool of pre-qualified contractors available for construction equipment rental. The vendors will be competitively selected as having been qualified as defined within the qualification section of this RFQ. This contract will enable public municipalities, non-profit organizations, and school districts to “piggyback” and rent equipment on an “as needed” basis from the pool of contractors selected through this competitively awarded contract.

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

TIMETABLE	
Release of RFP:	05/15/2018
Due Date for Questions:	05/22/2018
Questions and Answers Responses Posted:	05/24/2018
Proposals Due by (2:00 pm/ EST) *:	2:00 p.m., 06/08/2018
Notice to Award:	June 2018
Master Agreement Award Date:	June 2018

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

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

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SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Minimum Mandatory Requirements

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

- 1) Proposer must have three (3) years' experience, within the last five (5) years, providing a range of construction equipment for rent equivalent or similar to the equipment being requested by Wayne RESA. Proposers must be qualified and licensed vendors who specialize in commercial construction equipment.
- 2) If awarded, supplier will be required to present all product information in electronic catalogs; CoPro+ will assist with all catalog and technology requirements.

Proposer Response:

Please enter your responses in the "Proposer Response" text boxes provided. There is no requirement or limitation on the amount of words for your responses.

1.2 Product and Service Offerings

Please confirm your understanding of each item by checking Yes or No.

Wayne RESA is seeking service providers that have the depth, breadth and quality of resources necessary to provide CONSTRUCTION EQUIPMENT RENTAL. Providers shall prepare a written bid to include, but not be limited to, the following terms and conditions:

Respondents shall provide pricing on the items they furnish on the pricing schedule. Catalogs and/or price lists must accompany the proposal. The catalog/price list must be the regular, common available catalog/price list distributed to schools and/or government entities. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

Yes No

Each item proposed is to be priced separately with all ineligible items identified. It is anticipated that pre-qualified contract awards will be made to multiple vendors.

Yes No

Wayne RESA is seeking a service provider that has the depth, breadth and quality of resources necessary to provide rental service for one or more of the following products under this solicitation:

Crawler Loaders
Tractor Loaders
Backhoes
Wheel Loaders
Motor Graders
Excavators
Compaction Rollers
Bulldozers
Manlifts
Trailers
Skidsteers
Tractors
Other

Proposers may bid one, multiple, or all categories. Leave rows blank or indicate “no bid” on the pricing schedule for any categories not being bid. Add rows to the pricing schedule for additional categories/equipment being offered that is not specified above.

Yes No

Any brand or trade names referred to herein are for identification purposes only, and do not limit the bidder to such brands, provided alternates offered are equal in quality and function to those specified.

Yes No

The bidder shall provide a complete list of equipment available for rental by category (e.g. loaders, dozers, excavators, etc.) in the pricing schedule.

The list shall include:

- i. Daily, weekly, and monthly rental rates.
- ii. Percentage discount offered by category for such rates.

Yes No

All rental equipment is to meet or exceed applicable federal and state safety standards as mandated by OSHA, and MIOSHA Motor Carrier Division. This equipment is to meet or exceed applicable American National Standards Institute (ANSI) specifications. The contractor(s) will provide written documentation guaranteeing compliance with all safety standards.

Yes No

The contractor(s) shall provide written documentation confirming satisfactory testing on equipment where mandated by law (to include but not limited to: stress testing, dielectric testing, visual inspections) completed by a licensed and reputable testing firm.

Yes No

Rental equipment shall be no more than four (4) years old.

Yes No

If answered "NO" on any items in Section 1.2, please explain:

1.3 Availability and Delivery of Equipment

- a) Rental equipment shall be available statewide, which includes the Upper and Lower Peninsula.
- b) All requested orders must be delivered within two (2) calendar days/48 hours after receipt of order.
- c) Emergencies will be responded to within one (1) to six (6) hours.
- d) No premium rates will be charged for delivery after normal business hours.
- e) Rental equipment items shall be fully fueled and operational at the time of pick-up or delivery.
- f) The Wayne RESA/CoPro+ participating entity shall inspect the equipment and approve acceptance of goods upon delivery.
- g) The Contractor will be required to perform a walk-around equipment inspection at the time of delivery and pickup.
- h) The contractor(s), or their Designee and the Program Manager or their Designee, shall document the inspection by mutual execution of an inspection document provided by the contractor(s).
- i) The Wayne RESA/CoPro+ participant is responsible for refueling all rented equipment upon its return.

Yes No

If answered "NO" on any items in Section 1.3, please explain:

1.4 Maintenance/Service

- a) The contractor(s) will be responsible for all maintenance/service necessary to maintain satisfactory operation of rental equipment at no cost to the Wayne RESA/CoPro+ participant.

Yes No

- b) Equipment shall be serviced according to manufacturer specifications. The contractor(s) shall maintain an equipment schedule for service and retain complete lifetime service records for all equipment.

Yes No

- c) If a repair is needed and requires the piece of equipment to be out of service, the contractor(s) shall provide a replacement acceptable to the Wayne RESA/CoPro+ participating entity.

Yes No

- d) Contractor(s) will maintain a Dedicated Product Support Department to ensure proper function of rented equipment.

Yes No

- e) On-site maintenance must be performed according the recommended manufacturer maintenance schedule.

Yes No

If answered "NO" on any items in Section 1.4, please explain:

1.5 Training

The contractor(s) must provide an orientation training upon request at the time of delivery. The training shall include detailed equipment operation and minor maintenance and inspection practices.

Yes No

1.6 Reservation of Rights

Wayne RESA reserves the right to request additional information from any or all bidders. Wayne RESA also reserves the right to select one or more vendors to award a contract to under this RFP. In the event a bid is accepted by Wayne RESA and the vendor asserts exceptions, special considerations or conditions after acceptance, Wayne RESA, in its sole and absolute discretion, reserves the right to reject the bid and award other bidder(s).

Yes No

If answered "NO" on any items in Section 1.5 or 1.6, please explain:

1.7 Service Capabilities

1. Communication Plan/Contract Management

Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

Proposer Response:

2 Primary Account Representative

Proposers must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of

a resulting contract, as well as contact persons for reports and bid documents. Include names, titles, address, phone number, and email addresses.

Proposer Response:

1.8 Quotes/Order/Delivery Reporting/Customer Service

1. Generally

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating agency will evaluate the responses and determine the vendor that will be awarded a purchase order (PO).

2. Ordering Process Capabilities

Proposers shall identify their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order.

Proposer Response:

3. Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Wayne RESA. When providing technical support, the customer service department must resolve the caller's issue within 30 minutes. If the caller's issue cannot be resolved within 2 hours, on-site service must be scheduled. The on-site service must be performed within 36 hours of the time the issue was scheduled for service.

Describe your company's Customer Service Department (hours of operation, number and location of service centers, response times, etc.)

Proposer Response:

4. Purchase Orders

Eligible Agencies will issue POs directly to the Vendor. *Vendors should consider all orders from Eligible Agencies in Wayne RESA to be Wayne RESA orders regardless of whether or not the PO makes any reference to Wayne RESA, unless specifically directed otherwise by the ordering agency.* Issuance and order placement by an Eligible Agency hereby executes Wayne RESA contract terms and conditions and supersedes other terms and conditions that conflict on the PO. Resulting orders are to be shipped and billed directly to these institutions.

5. Product Specifications

All products furnished must be in conformity with the participating agency specifications and will be subject to inspection and acceptance by the individual customers at delivery. The right is reserved to reject and return at the risk and expense of the vendor.

1.9 Delivery Capabilities/Options

1. Delivery Time Frames

If there are services that might require a longer delivery time-frame please denote in the Additional Information column of the Pricing Schedule for the respective item.

- a) Summer Deliveries –Deliveries to schools that occur in the summer months (outside school operational calendars) must be coordinated with school customers. Many schools are closed during the summer. We suggest that, if schools do not include summer shipping directions, the vendor should contact them for clarification.

2. Reporting Capabilities

Proposers are required to submit quarterly sales reports and other reporting documents.

1.10 Pricing Schedule

Respondents shall provide pricing on items they furnish on the price sheet (Attachment A). If respondent has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted. Add rows to Attachment A for additional item offerings.

1. Price Guarantee

Price Stability Guarantee

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

Promotional Pricing

Proposer may offer promotional pricing for awarded products and/or services during the contract term. Upon promotion expiration, the pricing must return to previous item price and remain in compliance with the Price Stability Guarantee.

Free On Board (F.O.B) Delivered/Destination

Prices shall be available as "F.O.B. Delivered/Destination" to each customer with transportation charges prepaid on all orders of one (1) or more.

Provide delivery pricing based on Appendix A – Regional Delivery Map.

2. Bid Pricing

Bid pricing must reflect Net 30 payment terms.

3. Quantity Term

Vendor agrees to supply the complete quantity and products that each customer requires.

4. Rebates and Special Promotional Capabilities

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

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

- A. Submit all promotions for approval
- B. Identify the savings amount
- C. Identify the final price

- D. Specify the time period in which a purchase must be made
- E. Identify the link to a rebate form (preferred) or provide the form

5. Tax Excluded from Price

(a) Sales Tax: Wayne RESA and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Wayne RESA and local units of government may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Wayne RESA's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

6. Discounts

The Proposer may provide percentage discounts; discounts that are included must be explained. Additional discounts may include Quick Payment Discounts, Volume Discounts, and Rebates. Discount amounts are to be completed in Attachment A.

7. Special Incentives

Wayne RESA is interested in any other special programs and alternative recommendations that vendors may have. Please discuss these programs, such as customer employee retail discounts, return policies, trade-in programs, quantity discounts, green product offering, Michigan made products, etc.

Proposer Response:

In addition to completing the pricing information in Attachment A, provide any additional comments regarding pricing, discounts being offered, and information on other cooperative contracts held by respondent.

1.11 Price Assurance

The awarded vendor agrees to provide pricing to Wayne RESA and its participating entities that is the lowest pricing available and the pricing shall

remain so throughout the duration of the contract. The awarded vendor agrees to promptly lower the rental cost of any equipment through Wayne RESA following a reduction in the contractor(s) direct cost. If respondent has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

All pricing submitted to WAYNE RESA shall include 1.5% administrative/remittance fee to be remitted to CoPro+ by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with WAYNE RESA/CoPro+.

SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, any RFP Addenda and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP WR-975-042318 – Construction Equipment Rental.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, and agrees that its Bid, if accepted by Wayne RESA, will be the basis for the Bidder to enter into a contract with Wayne RESA in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against Wayne RESA based upon ignorance of conditions or misunderstanding of the specifications.

8. Patent indemnity: Vendors who do business with the Wayne RESA shall hold Wayne RESA, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Wayne RESA, prior to award, and shall include an insurance certificate and additional insured certificate, naming Wayne RESA, which meets the minimum insurance requirements, as stated in the terms and conditions.

2.1 Company Profile

Official Name of Bidder:		Type of Entity/Organization (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other: _____
Street Address:		
City:		
State:	Zip Code:	
Website:		
Primary Contact Name:		
Primary Contact Phone Number		
Primary Contact Email Address:		
Dun & Bradstreet (D&B) Number (if applicable):		
Has your company been debarred by the Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Has your company been debarred by State Governments? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established:		
Signature:		
Name and Title of Signer:		
Date:		

2.2 References

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

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

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

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

2.3 Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

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

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Iran Economic Sanctions Act

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

Vendor Signature:
Date:

Notary
State of _____
County of _____
Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 20 _____.
Notary Public _____
My commission expires:

SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

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

TIMETABLE	
Release of RFP:	05/15/2018
Due Date for Questions:	05/22/2018
Questions and Answers Responses Posted:	05/24/2018
Proposals Due by (2:00 pm/ EST) *:	06/08/2018
Notice to Award:	2:00 p.m., June 2018
Master Agreement Award Date:	June 2018

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

3.1 Wayne RESA Responsibility

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

3.2 Truth and Accuracy of Representations

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

3.3 Proposers Questions

Proposers may submit written questions regarding this RFP by e-mail to the address identified below. **All questions must be received by 5:00 pm EST (Eastern Standard Time) no later than Tuesday, May 22, 2018.** All questions,

without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

Email address: copro@resa.net

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

3.4 Preparation of the Proposal

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

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

Section 1.0 – Bid Responses to Scope of Work and Pricing – The Proposer’s proposal must include detailed responses to each of the outlined requirements in the boxes provided.

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

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

Responses in Section 1 should be entered in the “Proposer Response” text boxes. There is no requirement or limitation on the amount of words for your responses.

3.5 Bid Submission Deadline

The Deadline for receipt of Bids is: June 8, 2018, 2:00 PM EST (the "Due Date").

1. Submit an electronic version of your Bid to Wayne RESA via email to copro@resa.net not later than 2:00 p.m. on June 8, 2018. Wayne RESA has no obligation to consider any proposal that is not timely received. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Wayne RESA not when the e-mail was sent. Proposals will not be accepted via U.S. mail or any other delivery method.
2. APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "RFP WR-975-042318" with Company Name, and "message 1 of 3" as appropriate if the proposal consists of multiple emails. Note: All e-mails from a Proposer must be received by Wayne RESA by the stated time and date in order for the proposals to be deemed submitted on time.

3.6 Adherence to Mandatory Requirements (Pass/Fail)

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

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

3.7 Evaluation Process

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

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

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

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

3.8 Evaluation Criteria

- 1. Evaluation Factors for Statement of Work (Section 1) – 50 points
- 2. Company Profile (Section 2.1) – 10 points
- 3. References (Section 2.2) – 20 points
- 4. Pricing (Section 1.10 and Attachment A) – 20 points

3.9 Optional Tools to Enhance Evaluation Process

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

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

3.10 Wayne RESA Option to Reject Proposals

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

3.11 Freedom of Information Act

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

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

By submitting a response to this RFP, the Proposer shall be deemed to have agreed to indemnify and hold harmless Wayne RESA for any liability arising from or in connection with Wayne RESA's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

3.12 Contacts with Wayne RESA Personnel

All contact with Wayne RESA regarding this RFP or any matter relating thereto must be in e-mailed as follows:

Email address: copro@resa.net

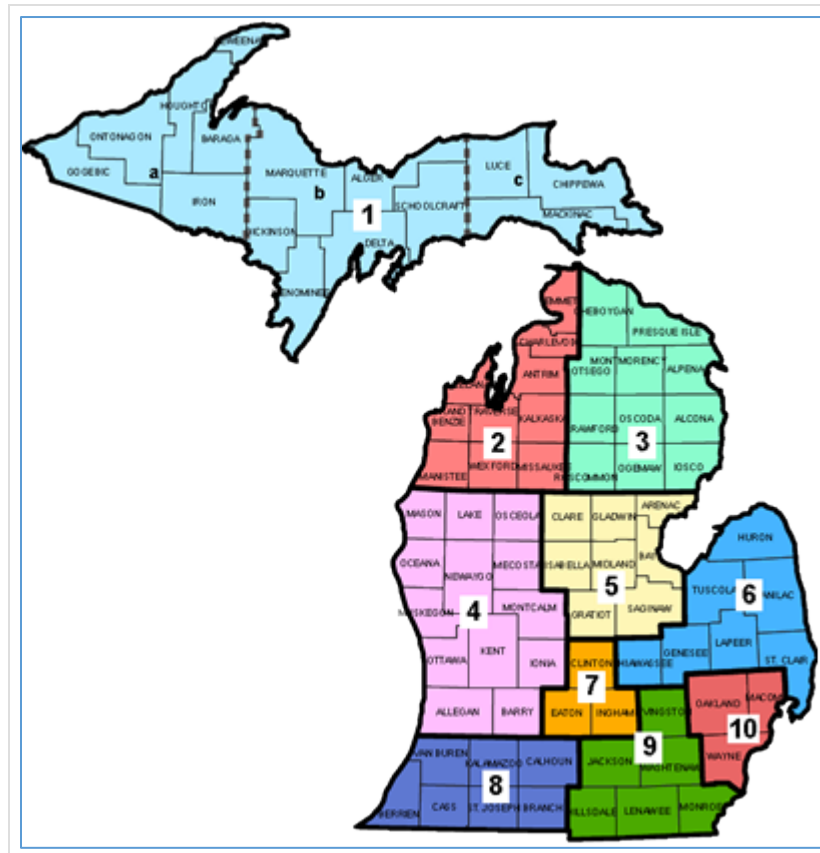
If it is discovered that a Proposer contacted and received information regarding this solicitation from any Wayne RESA personnel other than the Procurement Contact, Wayne RESA, in its sole discretion, may disqualify its proposal from

further consideration. Only those communications made by Wayne RESA in writing will be binding with respect to this RFP.

3.13 Final Agreement Award Determination

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

APPENDIX A –Regional Delivery Map



1. Upper Peninsula
2. Northwest
3. Northeast
4. West
5. East Central
6. East
7. South Central
8. Southwest
9. Southeast
10. Detroit Metro