

RFP #WR-580-051519

REQUEST FOR QUALIFICATIONS

FOR

**MUSICAL INSTRUMENTS,
ACCESSORIES & SUPPLIES**

BID SUMMARY

Commodity/Service Being Requested: Musical Instruments, Accessories & Supplies

Type of Solicitation: Request for Qualifications (RFQu) – Wayne RESA, in partnership with the Michigan Association of Counties (MAC) CoPro+ Program, is implementing a musical instrument procurement program statewide throughout Michigan. Through this process, it is the goal of Wayne RESA to competitively prequalify and establish a list of contractors that will provide a wide range of musical instruments, accessories and supplies for the next three to five years. The resulting contract(s) will enable school districts to “piggyback” and purchase on an as needed basis from the awarded pool of contractors.

Type of Resulting Contract: Statewide Cooperative Contract – As a result of this RFQu, Wayne RESA will work with the Michigan Association of Counties CoPro+ program to market and extend the resulting contract(s) to other school districts statewide. The vendor will be competitively selected as having been qualified as defined within the qualification section of this RFQu.

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

TIMETABLE	
Release of RFQu:	06/03/2019
Question & Answer Due Date:	06/14/2019
Questions and Answers Responses Posted:	06/21/2019
Proposals Due by (5:00 pm/ EST) *:	07/08/2019
Notice to Award:	07/19/2019
Master Agreement Award Date:	August 2019

*Responses 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 musical instruments, accessories and supplies equivalent or similar to those being requested by Wayne RESA as described herein.
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 Categories

Wayne RESA is seeking a service provider that has the depth, breadth and quality of resources necessary to provide musical instruments, accessories and supplies in the categories below.

Musical Instrument, Accessories and Supplies Categories

Proposers are to provide manufacturer's price lists, brochures, catalogs for musical instruments, accessories and supplies in the categories listed below. Proposers are to include product specifications for the instruments that clearly identify brand and product. Proposers are to indicate in the pricing section (Attachment A) of this solicitation the percentage discount off each category being bid.

Please also include in your response all purchase and leasing options available to schools, along with Student/Parent purchase or leasing programs available.

Responses may be submitted for one, multiple, or all categories below:

1. Brass
2. Strings
3. Woodwinds
4. Percussion
5. Keyboards
6. Other: items that may not fit appropriately into another category

1.3 Product Specifications

1.3.1 Reservation of Rights

All products being bid shall be certified as new and unused. Please bid top-of-the-line products. Generics are not preferred. The product lines of nationally recognized manufacturers who regularly advertise, promote and distribute catalog products to the school and local government market are preferred. However, Wayne RESA will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Wayne RESA further reserves the right to waive any irregularity or informality in the RFP process or any bid, and the right to award to one or multiple vendors. Wayne RESA reserves the right to add or delete products from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Wayne RESA may use the individual product cost, or the sum of groups of products, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Wayne RESA reserves the right to request additional information from any or all Proposers. 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 Proposer(s).

1.3.2 Competition Promoted

The name of a model, manufacturer or brand in Wayne RESA bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Proposers may offer a variety of brands and models, as it is the intent of Wayne RESA to provide a multitude of options to the eligible agencies. Wayne RESA expects all supplies, materials, equipment or

products bid to meet or exceed the specifications set forth in this RFP. Further, it is Wayne RESA's intent that this RFP permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, materials, equipment or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. Wayne RESA, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Proposer meet the specifications contained in this RFP and possess equivalent and/or better qualities. It is the Proposer's responsibility to notify Wayne RESA in writing if any specifications or suggested comparable equivalent products/brands require clarification by Wayne RESA prior to the due date for bids.

Please confirm your understanding by checking Yes or No.

Yes No

1.4 Product Specifications

All products furnished must be in conformity with the participating school/agency requirements and 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.

Please confirm your understanding by checking Yes or No.

Yes No

1.5 Service Capabilities

1.5.1 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:

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1.5.2 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:

1.5.3 Repair and Supplies Program

Please describe your instrument repair, recondition and supplies program. If a program is available please include a list of services and supplies available with pricing. Also please list your parts markup % in your proposal.

Proposer Response:

1.6 Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Wayne RESA. Customer inquiries should be responded to within 48 hours or two (2) business days unless it is an emergency issue. Describe your company's Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.)

Proposer Response:

1.7 Purchase Orders

Requests for quotes will be initiated by participating entities as specific needs arise. Participating entities 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 entity will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be shipped and billed directly to these institutions.

Multi-Point Orders —Multi-point orders are orders placed with multiple ship-to locations. Failure to honor multi-point orders may result in contract cancellation and dropping the Vendor from future bids.

Please confirm your understanding by checking Yes or No.

Yes No

1.8 Delivery & Acceptance

The Proposer will be required to quote prices “F.O.B. Delivered/Destination”, with transportation charges prepaid on all orders that meet the minimum order dollar amount. Proposer should address the following items in their proposal:

- Time frames for delivery within a Contractor’s delivery zone and outside of the delivery zone;
- Packaging;
- Carriers used for deliveries;
- Delivery zones Fill-Rate per month;
- Ordering procedures;
- Minimum dollar amounts per order;
- Policies and procedures for accepting a delivery.

Proposer Response:

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1.8.1 Delivery Time Frames

If there are products 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.
- b) **Special Delivery Options** –Wayne RESA/CoPro+ is interested in both a standard delivery program and a quick-ship program. Please identify the delivery time(s) associated with delivery option(s), as well as any quantity and other limitations for the quick-ship option.

Proposer Response:

1.8.2 Reporting Capabilities

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

Please confirm your understanding by checking Yes or No.

Yes No

1.8.3 Shipping Errors

The receiving entities have been instructed to make immediate inspection on receipt of products/services and to process payment documents promptly. Payment documents, however, will be delayed if the products/services fail to comply with specification requirements.

Please confirm your understanding by checking Yes or No.

Yes No

If "NO" was answered on any items in Section 1.3, 1.4, 1.7, 1.8, please explain:

1.9 Management & Staff

Proposer should address the following items in their proposal:

- Project Management of the contract;
- Staffing and responsibilities;
- Process and procedures to keep safe and secure facilities when delivering product;
- Background checks process, if delivery is by company other than UPS and Federal Express.

Proposer Response:

1.10 Pricing Schedule

Respondents shall provide pricing on the price sheet (Attachment A) based on a discount from a manufacturer's price list. Add rows to Attachment A for additional item offerings within each category.

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 that are published by the manufacturer. Include a copy of the catalog electronically from which discount is calculated. Respondents should indicate any discounts or promotional pricing available. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. If respondent has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

1.10.1 Price 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.

1.10.2 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 Guarantee.

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

Prices shall be quoted "F.O.B. Delivered/Destination" to each Customer with transportation charges prepaid on all orders that meet the minimum order dollar amount.

1.10.4 Bid Pricing

Bid pricing must reflect Net 30 payment terms.

1.10.5 Quantity Term

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

1.10.6 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

1.10.7 Tax Excluded from Price

(a) Sales Tax: Wayne RESA, public schools 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, public schools 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.

Proposer Response:

Include any 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 are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to promptly lower the cost of any product/service purchased through Wayne RESA following a reduction in the manufacturer or publisher'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 **2.0% 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-580-051519 – Musical Instruments, Accessories and Supplies.
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 three (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 Served:
Description of Services:	
Annual Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
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 RFQu:	06/03/2019
Question & Answer Due Date:	06/14/2019
Questions and Answers Responses Posted:	06/21/2019
Proposals Due by (5:00 pm/ EST) *:	07/08/2019
Notice to Award:	07/19/2019
Master Agreement Award Date:	August 2019

*Responses 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 RFQu by e-mail to the address identified below. **All questions must be received by 5:00 pm EST (Eastern Standard Time) no later than [REDACTED], 2019.** 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 RFQu 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 RFQu at any time during the bid process. All changes to the RFQu will be posted under the bid number and each posting officially revises the RFQu.

3.4 Preparation of the Proposal

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

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

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 text boxes provided. There is no requirement or limitation on the amount of words for your responses.

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.

3.5 Bid Submission Deadline

The Deadline for receipt of Bids is: _____, 2019, 5:00 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 5:00 p.m. on _____. 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-580-051519" *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 RFQu.

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 RFQu. 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 RFQu. 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) – 30 points
2. Company Profile (Section 2.1) – 10 points
3. References (Section 2.2) – 20 points
4. Pricing (Section 1.10 and Attachment A) – 40 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 RFQu. 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 RFQu, 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 RFQu which have been marked "Trade Secret," "Confidential," or "Proprietary."

3.12 Contacts with Wayne RESA Personnel

All contact with Wayne RESA regarding this RFQu 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 RFQu.

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.

3.14 Cancellation

An IFB, a RFP, RFQu, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of Wayne RESA in accordance with regulations.