



**Division of Finance and Business Operations**

**Request for Proposal  
And Specifications For  
Professional Design Services for the  
STEM Innovation Center**

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Wayne State University

**Wayne State University  
Procurement & Strategic Sourcing**

**July 26, 2017**



**STEM Innovation Center  
Pre- Proposal Meeting**

**AGENDA**  
**August 7, 2017 at 2:00 pm**

- |   |   |
|---|---|
| <b>1. Welcome to Wayne State University<br/>Sign in Sheets (Purchasing)</b>   | <b>Kimberly Tomaszewski</b>                   |
| <b>2. STEM Innovation Center Overview</b>   | <b>Ashley Flintoff</b>                        |
| <b>3. Project Description</b>   | <b>Ashley Flintoff</b>                        |
| <b>4. RFP Details</b>   | <b>Ashley Flintoff</b>                        |
| <ul style="list-style-type: none"><li>• Level of effort</li><li>• Contract</li><li>• M/WBE participation</li><li>• Fee Proposal Forms</li></ul> |   |
| <b>5. Reiteration of Instructions</b>   | <b>Kimberly Tomaszewski</b>                   |
| <b>6. Q/A</b>   | <b>Ashley Flintoff / Kimberly Tomaszewski</b> |

**All future questions to be directed to Purchasing by noon on August 11, 2017 to: Kimberly Tomaszewski, [ac9934@wayne.edu](mailto:ac9934@wayne.edu) copy to Leiann Day, [leiann.day@wayne.edu](mailto:leiann.day@wayne.edu).**



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**I. Instructions to Design Professional:**

Wayne State University invites teams to submit proposals to provide all necessary professional design services, including specialty consultants, in full compliance with the requirements of the State of Michigan, Major Project Design Manual (dated May 2016), as required for a complete project leading to the construction and occupancy of a new **STEM Innovation Center**.

This Request for Proposal (RFP) defines the requirements and expectations of the project, the expected contract environment, and guidelines for the preparation of proposals for the University's use in selecting a firm for the project. **Enclosed in this fax is the Registration, which is the confirmation of your intent to participate. This form emailed to the attention of Sonya Hubbard, shubbard@wayne.edu by July 31, 2017 by 4:30 p.m.**

**Proposals are due before 2:00 p.m., local time, on August 18, 2017.** Proposals received after this time will be rejected. **Six (6) copies** of the proposal are to be submitted in a sealed envelope or box at the University's Purchasing Department.

In addition, an electronic version is required, which should be submitted to our secure mailbox at **rfp@wayne.edu** and be sure your subject line reads **"(company name) RFP STEM Innovation Center Response"**. The electronic submission should be limited to no more than one of each of the following file types: 1 PDF document and/or 1 Word Document and/or 1 Excel Workbook, with a total file size less than **20 megabytes**. If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your Proposal. If you do not receive an auto-reply message, check the address you used and resubmit your Proposal. However, in the event a discrepancy exists between the electronic submission and the original copy of the Vendor's Response Proposal, the original copy will prevail.

Proposals shall be addressed to:

**STEM Innovation Center**  
Project No. **008-302306**

**Kimberly Tomaszewski, Senior Buyer**  
Academic/Administration Building  
Wayne State University (Purchasing Department)  
5700 Cass Avenue, 4<sup>th</sup> Floor - Suite 4200  
Detroit, Michigan 48202

And: E-mail a copy to **RFP@wayne.edu** /  
subject line: **"(company name) RFP STEM Innovation Center Response"**.

All inquiries regarding this Request for Proposal and these two projects shall be made in writing and submitted by e-mail to **Kimberly Tomaszewski** at **ac9934@wayne.edu@wayne.edu** and copied to **Leiann Day** at **leiann.day@wayne.edu@wayne.edu**, per the project schedule. Inquires directed to other University personnel may result in disqualification.

The proposals will be used to develop a short-list of qualified firms to provide presentations to the project selection committee. The selection of the successful design team will be based on the design professional's response to this RFP and the presentations of selected firms.



## **II. Project Scope:**

Wayne State University has experienced unprecedented growth in student enrollment and graduation rates in the Science, Technology, Engineering and Math (STEM) disciplines. As outlined in the University's FY2017-2021 Five-Year Capital Outlay Plan submitted to the State of Michigan, the **STEM Innovation Center** is an opportunity for the University to invest in the creation of enhanced instructional environments for our undergraduate STEM students. The Science and Engineering Library building (SEL) was constructed in 1970 for the purpose of supporting science and engineering studies. Currently the building is underutilized, giving the University the chance to renew and return the building to effective use. Additionally, this project facilitates interdisciplinary teaching opportunities by consolidating departmentally focused programs in different buildings and enables continued growth in the STEM fields.

The goals for the new STEM Innovation Center are:

- A facility that serves as a strategic transformational tool for emerging pedagogies in the fields of science, technology, engineering and mathematics.
- Flexible general-purpose classrooms and instructional laboratories that are rich with technology to permit the transformation of traditional lecture driven instruction to collaborative, hands-on, real life, team, and project-based learning.
- Eliminate non code-compliant classrooms elsewhere on campus either through direct replacement or by indirectly freeing up compliant spaces in other buildings
- Project shall be complete, fully commissioned and ready for instruction of classes by 2020 fall semester

Program elements should include but are not limited to:

- Classroom laboratory spaces that provide interdisciplinary learning environments including active learning spaces, scientific and computer laboratories and seminar spaces. Classrooms should be technology rich and emphasize universal design concepts to encourage an inclusive learning experience.
- Innovation labs, similar to "maker or hacker" labs, which will give students interdisciplinary exposure to skill set development that are not possible in most instructional settings.
- Collaboration or "third" spaces where students can gather before and after class, to study, continue interdisciplinary discussion, or have a conversation with their faculty instructor.
- Dedicated classroom and office space for a specific department to provide building-wide coordination and oversight

## **III. Design Professional Services and Deliverables: (See attachment Schedule C)**

The scope of this project is to establish an independent program for the **STEM Innovation Center**.

- A. The successful design team will be contracted to provide complete services for the programming, schematic design, design development, and the development of contract documents intended for bidding purposes for the project.
- B. The University intends to select one responsive design professional for award of the project.
- C. In general, the basic services to be provided by the Design Professional shall include all typical meetings and correspondence to support the programming and design activities, all architectural, mechanical, electrical, structural, civil, fire protection, interior design, signage, landscaping, building security, audiovisual systems, acoustical, lighting, telecommunications and cost estimating elements. **NOTE:** The University has a preferred vendor relationship with Siemens for building automation design and programming. Siemens is to be incorporated into all early planning and design activities and will provide, in cooperation with the Design Professional, construction documents to be incorporated into the bid document set necessary to bid building automation requirements.



- D. The Design Professional shall assist the University in optimizing the scope of work and provide advice on options regarding the site, scope, materials, methods, systems, schedules, and other conditions affecting development and construction of the project including recent work in place such as renovated spaces, boiler and chiller capacity requirements. The programming effort should include a validation of project needs and anticipated cost to ensure the proposed design is programmatically and financially viable.
- E. The Design Professional will comply with the University's current Construction Design Standards and Computing and Information Technology Department (C&IT) Standards for this design process.
- F. The professional team selected for this project will be required to produce the following deliverables as part of their scope of work for the project. *Please note that deliverables must meet submission guidelines as outlined in the State of Michigan Department of Technology, Management and Budget Capital Outlay Design Manual (dated May 2016):*
  - 1. Programming and Schematic Design:
    - a. Program goals and objectives for the project.
    - b. Preliminary room inventory and data sheets to support the proposed program.
    - b.1 Identification of backfill potential for future master planning
    - c. Conceptual block floor plans with relationship demonstrating integration into campus, existing building and building systems as a whole.
    - a. Site and Exterior Space Relationships.
    - b. Furnishings and Equipment List: document proposed furnishings and equipment required to make the facility complete and ready for use.
    - c. Building and Construction Systems: Recommendations for structural, mechanical and electrical systems. Basic utilities, including availability, capability, and environmental impact.
    - d. Project Cost: Estimate with sufficient detail to support the design intent.
    - e. Design and Construction Schedule.
    - f. Drawings and Outline specifications: site plan, floor plans, elevations, sections and outline specifications.
    - g. LEED Checklist: Indicate anticipated points required to achieve silver certification.
    - h. Renderings as required to demonstrate design intent.
    - i. Development of cost/benefit analyses of program options
    - j. Final programmatic/schematic estimate of total project cost
  - 2. Design Development:
    - a. Site and Exterior Space Relationships.
    - b. Building and Construction Systems: Recommendations for structural, mechanical and electrical systems. Basic utilities, including availability, capability, and environmental impact.
    - c. Project Cost: Updated estimate with sufficient detail to support the design intent at 50% complete.
    - d. Design and Construction Schedule.
    - e. Drawings and Outline Specifications: site plan, floor plans demonstrating space allocations, interior and exterior elevations, sections, and outline specifications developed to demonstrate design intent.
    - f. LEED Checklist: Indicate anticipated points required to achieve silver certification.
    - g. Renderings as required to demonstrate design intent.
    - h. Comprehensive room equipment and data sheets for all project rooms necessary to make the spaces fully functional and ready for use.
    - i. Proposed finish material schedule and samples.



3. Construction Documents:

- a. Site and Exterior Construction Documents: Civil drawings noting existing utilities and new; and landscape plans including site lighting, hardscape and planting materials as necessary.
- b. Complete Building and Construction Documents: Plans and specifications, including but not limited to architectural, structural, mechanical, and electrical and specialty disciplines as identified previously, to be used for bidding purposes.
- c. Project Cost: Updated estimate prior to bidding with sufficient detail to support the contract documents at 85% and 100%.
- d. Construction Schedule: Indicate critical mile stones through project completion.
- e. LEED checklist: Indicate anticipated points required to achieve silver certification.
- f. Interior Finishes: Finish boards and comprehensive presentation the University's appointed project committee.

4. Construction Administration:

- a. Required construction administration services to maintain scheduled construction activities including but not limited to field visitations, processing submittals, responding to RFI's, issuance of bulletins, review of pay applications, etc.
- b. Activities to support the project through reviews by Authorities having Jurisdiction including university officials.
- c. Weekly progress meetings and site visits for the duration of the construction schedule.
- d. Punch Lists: One or more punch lists to support phased occupancy if required, and final punch list at the completion of all work.
- e. Review and approve project close-out documents including as-built drawings and specifications, O&M manuals, RFI's, submittals, bulletins, shop drawings, field logs, warranties, etc.
- g. Produce one or more Certificates of Substantial Completion.

NOTE: The University expects the design professional to fully participate in partnering activities throughout the life of the project.

**IV. Project Schedule:**

The University proposes the following schedule for the designer selection process:

Release of the RFP	<b>July 26, 2017</b>
Registration	<b>July 31, 2017</b> by 5:00 p.m. Fax Registration Form to: 313-577-3747
<b>Mandatory</b> Pre-proposal Meeting	<b>August 7, 2017 at 2:00 pm</b> at the <b>General Lectures, Lecture Room 0150</b> , located at <b>5045 Anthony Wayne Drive</b>
Final day / Deadline for Questions	<b>August 11, 2017</b> by 12:00 p.m. to: <b>Kimberly Tomaszewski, ac9934@wayne.edu</b> Copy to <b>Leiann Day, leiann.day@wayne.edu</b>
Delivery of Proposals (6 Copies)	<b>August 18, 2017 by 2:00 p.m.</b> in the Purchasing Dept., Academic/Administration Bldg., 5700 Cass Avenue, 4 <sup>th</sup> Floor – Suite 4200, Detroit, MI 48202
Short List Announced	Week of <b>August 30, 2017</b>
Presentations	* <b>September 6, 2017</b>
Selection	Week of <b>September 11, 2017</b>
Contract Negotiations and Execution	Week of <b>October 9, 2017</b>



Conduct and Complete Project Deliverables	As Stated in Final Contract
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\* The University reserves the right to adjust this date at its own discretion.

No work shall commence until the contract is fully executed.

## **V. Proposal Requirements:**

All firms responding to this RFP must submit complete responses to the applicable information requested in this section and **clearly note any exceptions to any information contained in the RFP**. Proposals are limited to 30 pages total, one sided, and eleven (11) point font. (This is inclusive of all required documents and schedules and any optional material included at the discretion of the respondent, but tab sheets and the cover pages do not count in the overall document count.) Proposals will be evaluated based upon the selection criteria presented in **Section VI**. Proposals must present information in a clear and concise manner, following the format indicated below:

### **A. Executive Summary:**

Provide a one-page summary describing your understanding of the project, what unique qualities differentiate your firm from others responding to this Request for Proposal. List all team members by firm name and define their roles for this project. Describe in summary fashion the experience your team has with projects similar to the proposed **STEM Innovation Center**, by indicating the use, quantity and cost relative to a timeframe (for example, note actual building types completed over the past three years, with an average project cost of over \$60M each).

### **B. Firm Contact Information and Firm Overview:**

1. Clearly identify the name, address, e-mail and fax numbers of the project representative designated to receive all RFP information, addenda or any other official correspondence relating to the project. Provide a profile of the local office presence and capabilities of the local office to support this project.
2. If a joint venture, list similar information for each firm and the rationale for the joint venture, previous similar experience in a joint venture, previous experience with this joint venture partner, and a summary of the joint venture agreement indicating the roles and responsibilities of each party.

### **C. Experience:**

1. Provide detailed information on previous project experience as it may relate to the scope, size and details of this project application. Evidence of previous experience with projects similar in nature and completed within similar environments will be heavily weighted in the selection criteria.
2. Demonstrated expertise and experience in sustainable design practices. Identify experience in utilizing an integrated design approach, life cycle cost analysis, and other practices used by your firm in meeting sustainable design goals. Identify participating team members with appropriate experience, including LEED experience.

### **D. Team:**

Identify your company's proposed project team. Include the staff qualifications, biographies, roles and responsibilities that make them ideal candidates for project. Include project experience related to major renovation work and project experience working with the State of Michigan capital outlay process outlined in the Management and Budget Act (MCL 18.1101 through 18.1594).

### **E. Approach:**



Describe your team's project approach defining all consultants and their level of involvement, methods of obtaining an understanding of the project and interacting with the customers, and the challenges anticipated in performing the requested services. What distinguishes your team from your competition? What makes your team the best qualified to design these projects for the university?

**F. Schedule:**

Present a milestone schedule for the proposed project. Prepare the schedule in sufficient detail to define major project milestones, release of a maximum of five phased bid documents, (describe generally what work will be associated with each release), and the anticipated overall project duration. Project schedule must indicate that Program Statement and Schematic Design Submission for this project are to be completed no later than **February 28, 2018**.

**G. Minority, Woman and Physically-Challenged Owned Business Enterprises (M/W/DBEs)**

Specify in your proposal whether ownership of your company is a certified M/W/DBE. Discuss your plans to involve M/W/DBE firms in the project. Indicate if M/W/DBE firms will be as a joint venture or a sub-consultant.

**H. Proposed Fee:**

- i. Using the level of effort work plan provided, (Schedule C), indicate proposed fees to complete the work as defined on the worksheet. Include billing rates for all personnel who will work on this project along with estimated hours for each. Identify a line item for estimated reimbursable expenses that is to be included in the total project cost. List and define any other assumed fees, including specialty consultants. Total ALL expenses and hours for the project. The University will not be responsible for math errors made by the vendor.
- ii. Specify whether the fee covers all services outlined in this RFP. Proposals should list any items excluded from the services proposed. Proposals should also list those services that should be made a part of this scope of work, but were not requested by the University. In the latter case, provide a proposed fee(s) for those services.

**I. Professional Service Contract:**

The University's design professional contract documents are attached to this RFP for review, (Appendix 3.) Firms are required to completely define language amendment requests within their proposals to prevent contract execution delays. Proposals that are silent on this issue will leave the University to understand that no amendments are requested and the contract documents are acceptable as released herein. Steps taken to negotiate amendments that are not in the proposals may result in the University choosing to contract with another candidate partner.

The University intends to initially award the contract for all work required to complete the program and planning phases to develop a Program and Schematic Planning package for submission to the State using information provided in Schedule C – Level of Effort Table. Additional phases required to provide all necessary services for a complete project will be negotiated thereafter. Responses to the RFP must include a completed Schedule C – Level of Effort Table for all phases of work to reflect the project information provided within this RFP.

**VI. Selection and Evaluation Criteria:**

The selection committee will review and consider the following:

- Accurate and specific responses to all requests for information as outlined in this RFP.
- The quality and comprehensiveness of responses from interviews for short listed teams.
- The quality and comprehensiveness of the project approach as presented in the RFP and interviews.



- The qualifications and experience of the proposed project team (firms and individuals) and a demonstration of their ability to successfully deliver the project recognizing the aggressive schedule.
- Commitment to M/W/DBEs as either joint venture partners or sub-consultants.
- Checks of references provided by the firm.
- Fees and schedule will be considered to determine the best value for the University.

These criteria are not listed in any particular order.

The University reserves the right to request additional information at any time during the selection process.

Expenses for developing and presenting proposals are considered to be marketing expenses, and shall be the responsibility of the Design Professional and shall not be reimbursed by the University. All supporting documentation submitted with this proposal will become the property of the University and may be subject to Freedom of Information Act disclosure.

Following the evaluation of the proposals, the development of a 'short list' maybe compiled, those respondents may be invited to attend a formal review meeting with selected university representatives to facilitate a final selection of the design firm.

#### **VII. Smoke and Tobacco-Free Policies (9-2015)**

On August 19, 2015, Wayne State joined hundreds of colleges and universities across the country that have adopted smoke- and tobacco-free policies for indoor and outdoor spaces. Contractors are responsible to ensure that all employees and all subcontractors' employees are in compliance anytime they are on WSU's main, medical, or extension center campuses. The complete policy can be found at <http://wayne.edu/smoke-free/policy/>.

#### **VIII. Schedules to be Submitted with Vendor Proposal:**

- |                    |   |
|--------------------|---|
| <u>Schedule A:</u> | Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement |
| <u>Schedule B:</u> | Insurance Requirements  |
| <u>Schedule C:</u> | Level of Effort Table   |



**RESPONSE TO WAYNE STATE UNIVERSITY  
REQUEST FOR PROPOSAL  
RFP: STEM Innovation Center  
AND TO ANY AMENDMENTS, THERETO**

**DATED: June 30, 2017**

**PROPOSAL CERTIFICATION, ACKNOWLEDGEMENTS,  
and NON\_COLLUSION AFFIDAVIT**

VENDOR is to certify its proposal as to its compliance with the Request for Proposal specifications using the language as stated hereon.

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**ACKNOWLEDGEMENTS**

By virtue of submittal of a Proposal, VENDOR acknowledges and agrees that:

- All of the requirements in the Scope of Work of this RFP have been read, understood and accepted.
- The University's General Requirements and Guidelines have been read, understood and accepted.
- Compliance with the Requirements and/or Specifications, General Requirements and Guidelines, and any applicable Supplemental Terms and Conditions will be assumed acceptable to the VENDOR if not otherwise noted in the submittal in an Exhibit I, Restricted Services.
- The Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal or State of Michigan department or agency.
- Wayne State University is a constitutionally autonomous public university within Michigan's system of public colleges and universities, and as such, is subject to the State of Michigan Freedom of Information Act 442 of 1976. Any Responses Proposals, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act, and may be released to third parties in compliance with that Act, regardless of notations in the VENDOR's Proposal to the contrary.
- All of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement.
- The individual signing below has authority to make these commitments on behalf of Supplier.
- This proposal remains in effect for **[120]** days.

VENDOR, through the signature of its agent below, hereby offers to provide the requested products/services at the prices specified, and under the terms and conditions stated and incorporated into this RFP.

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**PROPOSAL CERTIFICATION**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of this Proposal states that the Proposal contained herein is complete and is in strict compliance with the requirements of the subject Request for Proposal dated **June 30, 2017**, except as noted in Exhibit 1, the "**Restricted Services/Exceptions to RFP**" section of the Proposal. If there are no modifications, deviations or exceptions, indicate "None" in the box below:

- ☐ **NONE** – There are no exceptions to the University's requirements or terms
- ☐ **YES** – Exceptions exist as shown in Exhibit 1, Restricted Services.

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**NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal, states that to the best of his or her belief and knowledge no person, firm or



corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other VENDORS, or with any official of the UNIVERSITY or any employee thereof, or any person, firm or corporation under contract with the UNIVERSITY whereby the VENDOR, in order to induce acceptance of the foregoing Proposal by said UNIVERSITY, has paid or given or is to pay or give to any other VENDOR or to any of the aforementioned persons anything of value whatever, and that the VENDOR has not, directly or indirectly entered into any arrangement or agreement with any other VENDOR or VENDORS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The VENDOR hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, potential proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other proposers or potential proposers, or to obtain through any unlawful act an advantage over other proposers or the college.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the proposer without consultation with other proposers or potential proposers or foreknowledge of the prices to be submitted in response to this solicitation by other proposers or potential proposers on the part of the proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

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#### **CONFLICT OF INTEREST**

The undersigned proposer and each person signing on behalf of the proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the UNIVERSITY, nor any employee, or person, whose salary is payable in whole or in part by the UNIVERSITY, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Any notice required under the Agreement shall be personally delivered or mailed by first class or certified mail, with proper postage, prepaid, to the Subject VENDOR at the following address:

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

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

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_

ATTN: \_\_\_\_\_

Tax Payer ID: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

The Internal Revenue Code requires recipients of payments which must be reported on Form 1099 to provide their taxpayer identification number (TIN).  
T.I.N. (Taxpayer Identification Number, Federal Identification Number, or Social Security Number).

## Schedule B - INSURANCE REQUIREMENTS *(Revised 2-2015)*

\_\_\_\_\_, at its sole expense, shall cause to be issued and maintained in full effect for the term of this agreement, insurance as set forth hereunder:

### General Requirements

<u>Type of Insurance</u>	<u>Minimum Requirement</u>
<b>1. Commercial General Liability (CGL)</b> Contractor shall maintain commercial general liability (CGL) CGL insurance shall be written on Insurance Services form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operation, independent contractors, products-completed operation, and personal injury, contractual liability broad form property damage liability, products and completed operations coverage and X,C,U (explosion, collapse, underground) hazards.	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate  Umbrella Liability per occurrence and in the annual aggregate of \$5,000,000.
<b>2. Commercial Automobile Liability (CSL)</b> (including hired and non-owned vehicles)	\$1,000,000 combined single limit
<b>3. Workers' Compensation</b> (Employers' Liability)	Statutory-Michigan \$500,000
<b>4. Professional Liability insurance</b> This limit shall be dedicated to the risks of Professional Liability and it shall not be combined with limits of any other coverages such as Environmental/Pollution General Liability, or Umbrella Liability unless otherwise approved by the Owner. Coverage shall be for the benefit of the Contracting or Design- Build entity, its principles, Employees, affiliates, agents, and partners-whether joint or several. It is presumed that this insurance will be Claims Made, and therefore must have a Retro-active date prior to the performance of any work for the Owner, whether or not such work is under contract or purchase order. This insurance will be placed with an insurer licensed to do business in the State of Michigan and rated no less than A X; by AM Best	\$5,000,000 ( <b>Professional Liability Amount</b> ) Per Occurrence and in the Aggregate annually.

### Maximum Acceptable Deductibles

<u>Type of Insurance</u>	<u>Deductible</u>
Comprehensive General Liability	\$5,000
Comprehensive Automobile Liability	0
Workers' Compensation	0
Property - All Risk	\$ 500

### Coverages

- All liability policies must be written on an occurrence form of coverage.
- Comprehensive general liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers.
- The Board of Governors, Wayne State University, shall be named as an additional insured, but only with respect to accidents arising out of said contract.

### Certificates of Insurance

- Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required coverages must be forwarded to the Office of Risk Management to be verified and authenticated with the agent and/or insurance company.
- Certificates shall contain a statement from the insurer that, for this contract, the care, custody or control exclusion is waived.
- Certificates shall be issued on a ACORD form or one containing the equivalent wording, and require giving WSU a thirty (30) day written notice of cancellation or material change prior to the normal expiration of coverage.
- The insurance company for each line of insurance coverage will be reviewed and checked per the A.M. Best's Key Rating Guide. **A rating of not less than "A-" is required**
- Revised certificates must be forwarded to the Office of Risk Management thirty (30) days prior to the expiration of any insurance coverage listed on the original certificate, as follows:

Wayne State University / Office of Risk Management  
 5700 Cass Avenue, Suite 4622 AAB, Detroit, MI 48202





## **Schedule C.1 Level of Effort Table**

(download separately from the Website)

[http://www.forms.purchasing.wayne.edu/Building\\_Design.html](http://www.forms.purchasing.wayne.edu/Building_Design.html)



□

## SCHEDULE D - SUMMARY QUESTIONNAIRE

	YES	ALTERNATIVE
1. Does your company agree to provide a minimum of <b>3 references</b> to the University <b>upon request</b> , with specific contact names and phone numbers?	_____	_____
2. Did you attend <b>the mandatory Pre-Proposal meeting on July 13, 2017?</b>	_____	_____
3. If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements?	_____	_____
4. Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, <b>Schedule A?</b>	_____	_____
5. Did your company complete and provide the Summary <b>Price Schedule C</b> , and submit it electronically to <b>rfp@wayne.edu</b> ?	_____	_____
6. Please complete the following questions:		
7. Total number of employees in your company	_____	
8. Total years in business with this company name	_____	
9. Does your company agree to provide financial reports to the University <b>upon request?</b>	_____	_____
10. Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?	_____	_____
11. Are there any conflicts of interest in doing business with the University?	____ <b>Yes</b> ____ <b>No</b>	

9. **ADDENDA:** The undersigned affirms that the cost of all work covered by the following Addenda are included in the lump sum price of this proposal.

Addendum No.____Date_____	Addendum No.____Date_____
Addendum No.____Date_____	Addendum No.____Date_____
Addendum No.____Date_____	Addendum No.____Date_____
Addendum No.____Date_____	Addendum No.____Date_____

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



Signature

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Typed Name

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(Title)

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(Date)



## APPENDICES

<u>Appendix 1,</u>	WSU Campus Map / Available Parking
<u>Appendix 2,</u>	Project Site Map
<u>Appendix 3,</u>	WSU Contract for Design Professional Service
<u>Appendix 4,</u>	Drawings



## **APPENDIX 1**

### **(Wayne State University Campus Map)**

**See web site:**

**<http://campusmap.wayne.edu/>**

**A detailed list of Cash & Coin operated lots can be viewed at  
[http://procurement.wayne.edu/cash and credit card lots.php](http://procurement.wayne.edu/cash_and_credit_card_lots.php)**



APPENDIX 2

**REGISTRATION/INTENT FORM**

**RFP: STEM Innovation Center / Kimberly Tomaszewski**

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, **August 7, 2017, 2017 at 2:00 pm** and your intent to submit a proposal for the services listed. Please type or print the information requested below, then email to attention of **Sonya Hubbard** at **RFP@Wayne.edu** by, **July 10, 2017, 12:00 noon**.

**VENDOR Name:** \_\_\_\_\_

**VENDOR Address:** \_\_\_\_\_  
\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** (        ) \_\_\_\_\_

**Fax:** (        ) \_\_\_\_\_

**E-mail** \_\_\_\_\_

**YES** \_\_\_\_\_ **I will be attending the mandatory Pre-proposal meeting on August 7, 2017**

**Location:**    **General Lectures**  
                  **5045 Anthony Wayne Drive,**  
                  **Lecture Room 0150**  
                  **Detroit, MI 48202**

**Time:**        **2:00 pm**

**NO** \_\_\_\_\_ **I will not participate in the Request for Proposal and will not be present at the meeting.**

I understand that this will not affect our status as a potential supplier to Wayne State University.

Thank you for interest shown in working with Wayne State University.

**Kimberly Tomaszewski**  
**Senior Buyer**



## **APPENDIX 3**

# **CONTRACT FOR DESIGN PROFESSIONAL SERVICES PROFESSIONAL SERVICES**

## **CONTRACT TEMPLATE**



Rev. 3-1-25-2013

# WAYNE STATE UNIVERSITY

## CONTRACT FOR PROFESSIONAL SERVICES

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between:

Board of Governors of Wayne State University (WSU)  
Detroit, Michigan 48202  
(The University)

and

Name\_of\_Consultant  
Address\_of\_Consultant

regarding

Project\_Name  
WSU\_Project\_Number



Whereas, WSU desires to retain the Consultant to perform professional services on the terms hereinafter set forth, and the Consultant desires to perform said services for the University; and

Whereas, in choosing to retain the Consultant under this agreement, WSU is materially relying upon the reputation of the Consultant and upon the Consultant's representations to WSU that it is fully qualified to perform the services hereunder;

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

#### Article 1: Scope of Engagement

- 1.1 The Consultant shall provide professional services for (enter\_description) in accordance with this agreement, including the proposal dated (enter\_date) attached here to as Exhibit A and made a part hereof except (enter\_exceptions\_here) )  
"If Exceptions are not given, enter a period after hereof and delete from except . . ." In the case of conflicts between the contract and the Consultant's proposal, the language of this contract shall prevail.
- 1.2 The Consultant shall provide, furnish and perform all necessary labor and services and furnish all necessary supplies, materials and equipment required to complete the work.
- 1.3 The Consultant shall perform all design work in accordance with the Wayne State University Construction Design Standards in effect as of the date of the execution of this contract. Deviations from the Construction Design Standards not authorized by the University in writing will be considered design errors.

#### **Article 2: Term**

- 2.1 The Consultant shall commence the work upon receipt of a fully executed Agreement, and shall complete the same in accordance with the time schedule set forth in Exhibit A, and shall complete all services pursuant to this agreement not later than (enter\_completion\_date).

#### **Article 3: Compensation and Method of Payment**

"Choose 1 of the following three and fill in amounts-delete other two and these instructions:"

- 3.1 The University shall pay the Consultant for its services under this agreement a lump sum amount of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) including reimbursables.  
or  
The University shall pay the Consultant for its services under this agreement a lump sum amount of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) and an amount for reimbursables not-to-exceed \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) without prior approval of the University.  
or

The University shall pay the Consultant for its services under this agreement on a time and materials basis pursuant to the fee schedule provided in Exhibit A, subject to an amount, including reimbursables, not-to-exceed \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) without prior approval of the University.

- 3.2 The Consultant shall submit an invoice to the University on a monthly basis. These invoices shall



be in form and detail as required by WSU, but shall at a minimum include the name, position, hours worked, and hourly rate of pay for each person included in the invoice cost. Materials shall be listed by category with supporting documentation as necessary to establish the cost of a nonscheduled item, or the units used in the unit cost of a scheduled item. The Consultant shall maintain, at the office preparing the invoice, sufficient records to fully support each invoice. Such records shall be available for inspection during normal working hours by WSU or its designee.

- 3.3 Within forty-five (45) days of receipt of an invoice, WSU shall pay the full amount of the invoice. Should any part of the invoice be in dispute, WSU shall be entitled to withhold payment of that portion of the invoice until the disputed item is resolved. Any such dispute shall be considered a priority issue for both the Consultant and WSU and every effort shall be used to resolve the dispute expeditiously.

#### Article 4: Standard of Performance

- 4.1 The services performed by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by Consultants currently practicing under similar circumstances in the State of Michigan.
- 4.2 The Consultant shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, regulations, and codes in effect as of the date of the execution of this agreement.
- 4.3 The Consultant shall maintain any and all necessary governmental licenses, certificates, approvals, and permits which are required of the Consultant for the performance of its duties under this Agreement, and all such required licenses, certificates, approvals, and permits are to be maintained in full force and effect throughout the term of this Agreement.
- 4.4 In the event that there is a failure to comply with the standard of performance, as set forth in this Section, upon notice to the Consultant and by mutual agreement between the parties, the Consultant will promptly correct to the satisfaction of WSU those services which are not in compliance with the standard of performance without additional compensation. This will in no way waive any additional remedies WSU might have under Michigan law.

#### Article 5: Ownership of Documents

- 5.1 All drawings and specifications prepared and furnished by the Consultant shall become the property of WSU upon approval in writing by WSU, or upon the prior termination of the Consultant's services hereunder, and the Consultant shall have no claim for further employment or additional compensation as a result of exercise by WSU and its full rights of ownership of these documents and materials. It is understood and acknowledged that all drawings and specifications prepared and furnished by the Consultant pursuant to this contract shall be used only for the current project and any future work pertaining to this project at the project site, including but not limited to repair work, renovation, or alteration.

#### Article 6: Confidentiality

- 6.1 The term "Confidential Information" as used herein means all information and data whether of a technical, engineering, operating or economic nature, supplied to or obtained by the Consultant during the course of this Agreement, whether in writing, in the form of drawings, orally, or by observation.



- 6.2 The Consultant acknowledges and agrees that any information disclosed to it, its employees, agents or other representatives pursuant to this Agreement which is Confidential Information is and shall remain solely the property of WSU and shall be maintained in confidence and not revealed to others and shall be used only for the purposes contemplated by this Agreement.
- 6.3 The obligations of confidentiality stated in this Agreement with respect to confidential information shall survive the termination of this Agreement for any reason whatsoever and shall continue in full force and effect until the earliest of the following should occur: ( a ) such confidential information has become available to the general public through no fault of the Consultant, or ( b ) such confidential information is received by the Consultant from third parties who are in lawful possession of such and who by such disclosures are not breaching any obligation owing to WSU, or ( c ) such confidential information has been revealed under legal compulsion from any governmental/regulatory agency having jurisdiction to request such information; provided, however, that the Consultant will notify WSU that confidential information is being disclosed to the governmental/regulatory agency involved.
- 6.4 The Consultant further agrees to reveal confidential information, only to such of its employees, agents or other representatives as are obligated to maintain and protect the confidentiality thereof in accordance with this Agreement. The Consultant assumes the responsibility that its employees, agents and other representatives will preserve the secrecy of such confidential information with respect to third parties.

#### Article 7: Safety and Security

- 7.1 The Consultant shall direct all of its subcontractors, employees, and agents performing services in connection with this Agreement to fully comply with all rules, regulations and other requirements imposed by both WSU and any contractor having jurisdiction over construction work performed. To the extent that laws and other governmental regulations pertain to the Consultant concerning the safety of the Consultant's subcontractors, employees and agents, the consultant shall comply with such laws and governmental regulations.

#### Article 8: Save Harmless

- 8.1 The Consultant agrees to be responsible for any loss due to damage to property or injury, damage or death to persons resulting from the negligent acts, errors, or omissions of the Consultant in the performance of the services of this Agreement or breach of any provisions in this Agreement, and further agrees to protect and defend WSU against all such claims or demands of every kind, therefrom, and to hold WSU harmless. Such responsibility shall not be construed as liability for damage caused by or resulting from the negligence of WSU, its agents other than the Consultant, or its employees.

#### Article 9: Insurance

- 9.1 The Consultant, at its cost, shall obtain and maintain the following insurance with respect to its performance under this Agreement:
- 9.1.1 Comprehensive General Liability Insurance, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.
- 9.1.2 Comprehensive Automobile Liability Insurance (Owned, Hired, and Non-Owned Vehicles), in an amount of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence



for bodily injury and Five Hundred Thousand Dollars (\$500,000) per occurrence for property damage.

- 9.1.3 Professional Liability Insurance (Errors and Omissions) in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate. Such insurance shall include coverage or amendatory endorsements for bodily injury, death or property damage arising out of the discharge, disposal or escape, whether or not sudden or accidental, of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any water course or body of water.
- 9.1.4 Worker's Compensation Insurance adequate to meet statutory requirements of all jurisdictions having authority over such claims.
- 9.2 Such insurance shall cover the Consultant and those for whom it may be responsible; shall name WSU as additional insured under the foregoing Comprehensive General Liability and Comprehensive Automobile Liability insurance policies; shall cover claims and losses occurring during or at any time after the term of this Agreement and shall otherwise be to the reasonable satisfaction of WSU. Such liability coverage, where applicable, shall be primary to any insurance maintained by WSU. The Consultant shall provide WSU with documentation sufficient to evidence such insurance coverage, and shall require its insurers to immediately notify WSU in writing of any proposed change or cancellation of such insurance or if the amount of the aggregate available for claims by WSU falls below the amounts set forth above.

#### Article 10: Audits and Records

- 10.1 WSU shall have the right to audit the moneys expended or obligations incurred by the Consultant, including all books, records, and all other documents related to services performed under this Agreement. Such information shall be available and open to review, inspection and audit by WSU's personnel and by WSU's designated certified public accountant, at the place or places where such record, books and other documents are kept at all reasonable times until the completion of this project or for a minimum of thirty-six (36) months from the date of the Consultant's invoice covering such costs. The Consultant shall provide in all of its contracts, agreements, retainers, or subcontractors a written statement indicating that WSU shall have the right to audit all source documentation of subcontractor's compensation.

#### Article 11: Termination

- 11.1 WSU reserves the right to terminate the project at any time. Upon termination, WSU shall reimburse the Consultant for all actual expenses and charges outstanding at the time of termination. In addition, WSU shall pay the Consultant cancellation charges applying to materials and/or equipment on order and/or on rental at the time of termination which cannot be canceled.
- 11.2 11.2 The Consultant shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### Article 12: Notices

- 12.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when hand-delivered or deposited in the U.S. mail, certified or registered, return receipt requested, in a postage prepaid envelope addressed to the Consultant's or WSU's respective addresses. Either party may designate a different address for notices by giving written notice to the other.



#### Article 13: Nonassignment

- 13.1 WSU has entered into this Agreement in order to receive the professional services of the Consultant. The Consultant will not make any assignment, by operation of law or otherwise, of all or any portion of the services required under this Agreement without first obtaining the written consent of WSU. The rights and obligations of WSU hereunder shall inure to the benefit of, and shall be binding upon, the successors and assigns of WSU.

#### **Article 14 – Dispute Resolution**

- 14.1 Jurisdiction over all claims, disputes, and other matters in question arising out of or relating to this contract or the breach thereof, shall rest in the Court of Claims of the State of Michigan. No provision of this agreement may be construed as Wayne State University's consent to submit any claim, dispute or other matter in question for dispute resolution pursuant to any arbitration or mediation process, whether or not provisions for dispute resolution are included in a document which has been incorporated by reference into this agreement.
- 14.2 In any claim or dispute by the Consultant against the University, which cannot be resolved by negotiation, the Consultant shall submit the dispute in writing for an administrative decision by the University's Vice President for Finance and Administration, within 30 days of the end of negotiations. Any decision of the Vice President shall be made within 45 days of receipt from the Consultant and is final unless it is challenged by the Consultant by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision. The Consultant agrees that appeal to the Vice President is a condition precedent to filing suit in the Michigan Court of Claims.
- 14.3 For purposes of this section, the "end of negotiations" shall be deemed to have occurred when:
- 14.3.1 Either party informs the other that pursuant to this section, negotiations are at an impasse;
- or
- 14.3.2 The Consultant submits the dispute in writing to the Vice President.
- 14.4 Unless otherwise agreed by the University in writing, and notwithstanding any other rights or obligations of either of the parties under any Contract Documents or Agreement, the Consultant shall continue with the performance of its services and duties during the pendency of any negotiations or proceedings to resolve any claim or dispute, and the University shall continue to make payments in accordance with the Contract Documents; however, the University shall not be required or obligated to make payments on or against any such claims or disputes during the pendency of any proceeding to resolve such claims or disputes.

#### Article 15: Miscellaneous

- 15.1 The terms and provisions of Article 4, entitled "Standard of Performance", Article 5, entitled "Ownership of Documents", Article 6, entitled "Confidentiality", Article 8, entitled "Save Harmless", Article 9, entitled "Insurance", and Article 10, entitled "Audits and Records", shall survive the termination of this Agreement, howsoever brought about.
- 15.2 All written communications from the Consultant shall be addressed to WSU. The Consultant shall only take instructions from the person or persons who from time to time are authorized in writing by WSU to give the same.



- 15.3 The work shall be performed by the Consultant in such a manner and at such a time so as not to interfere with or interrupt the operations of WSU.
- 15.4 This Agreement shall be subject to and governed by the laws of the State of Michigan. The Consultant shall exercise usual and customary professional care in its efforts to comply with all applicable local, county, state, and federal codes, rules, regulations, and orders, in effect as of the date of the execution of this Agreement.
- 15.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.
- 15.6 This Agreement may not be modified except by written amendment executed by the parties hereto.
- 15.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
- 15.8 This Agreement supersedes all previous agreements between WSU and the Consultant concerning this work.
- 15.9 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute and be one and the same Agreement.
- 15.10 In the performance of the services under this Agreement, the Consultant shall be an independent contractor, maintaining complete control of Consultant's personnel, subcontractors, and operations. As such, the Consultant shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes, and any similar taxes relating to the performance of this Agreement. The Consultant, its employees and agents, shall in no way be regarded nor shall they act as agents or employees of WSU.
- 15.11 The Consultant covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or physical handicap, unless pursuant to a bonafide occupational qualification. Breach of this covenant may be considered a material breach of the contract. By acceptance of this order, the Consultant certifies that it will comply with all applicable provisions of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations at 41 CFR Chapter 60.
- 15.12 In the event that any term or provision of this Agreement conflicts with any other provision of the attached proposal, this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

CONSULTANTS\_NAME

WAYNE STATE UNIVERSITY

By: \_\_\_\_\_

by: \_\_\_\_\_



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

Print or type name here  
Title: \_\_\_\_\_

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

signature  
Name: Richard J. Nork

Title: Vice President for Finance and  
Business Operations

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

FORM CONTRACT APPROVED BY OGC 11/25/98  
Rev8\_5\_14\_2012\_RGP

Sample



## APPENDIX

4

## DRAWINGS

Not Applicable