

Division of Finance and Business Operations

**Request for Proposal and Specifications for
Athletics Weight Room
Design Build Services 2017**

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**Wayne State University
Procurement & Strategic Sourcing**

December 22, 2016



Procurement & Strategic Sourcing
5700 Cass Avenue, suite 4200
Detroit, Michigan 48202
(313) 577-3734
FAX (313) 577-3747

Division of Finance and Business Operations

December 22, 2016

Dear Vendors:

IMPORTANT – PLEASE NOTE: Bid notices will be sent only to those Vendors registered to receive them via our Bid Opportunities Listserve service. To register, visit http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html, and click on the “Join our Listserve” link at the top of the page. Instructions are at the top of the page, and the **Construction** Listserv service is under “**Construction** Bid Opportunities”.

Wayne State University invites you to participate in its Request for Proposal process to provide **Athletics Weight Room Design Build Services**, for the **Athletics Department**, per the specifications contained herein the Request for Proposal. This service is expected to commence on **April 2017**.

We have a bid information package complete with the Request for Proposal and complete specifications available for downloading from the University Purchasing Web Site at http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html (include capitalization and underscores) as of **December 22, 2016**. When visiting the Web Site, click on the “**Construction**” link in green. Copies of the RFP will not be available at the pre-proposal meeting. If you are interested in participating in this process, you and/or responsible representatives of your organization must attend our mandatory pre-proposal meeting to be held on:

January 10, 2017, 2:00 pm (EST)
Academic Administrative Building
5700 Cass Ave,
Conference Room 4002
Detroit, MI 48202

For your convenience a map of the University and appropriate parking lots can be downloaded and printed from: <http://campusmap.wayne.edu>. Guest parking in any of the University student and guest lots is **\$7.50**. A detailed list of Cash & Credit Card operated lots can be viewed at http://procurement.wayne.edu/cash_and_credit_card_lots.php. Cash lots dispense change in quarters. Due to time constraints, Vendors are encouraged to avoid parking at meters on the street (especially blue “handicapped” meters). Please confirm your participation and/or attendance at the **mandatory** pre-proposal meeting by emailing your intent to participate (or not to participate) by sending Appendix 2 to **Valerie Kreher** at rfpteam2@wayne.edu no later than **12:00 noon on January 9, 2017**.

We hope to see you at the **mandatory** pre-bid meeting. Please bring a copy of this Request for Proposal for your reference during the meeting. Should you have any questions or concerns about this invitation, please contact me at **(313) 577-3720**, or email: rfpteam2@wayne.edu. Thank you for your interest in doing business with Wayne State University.

Sincerely,

Valerie Kreher
Senior Buyer

Enclosure
Cc: **Leiann Day**

**RFP: Athletics Weight Room Design Build Services 2017
for the Athletics Department**

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EXHIBITS TO BE SUBMITTED WITH VENDOR PROPOSAL(S)

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APPENDICES

<u>Appendix 1</u>	Wayne State University Map – (see website: http://campusmap.wayne.edu)
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I. INTRODUCTION

A. **Wayne State University**, founded in 1868, is committed to preparing its students to excel in a fast-paced and interconnected global society. It combines the academic excellence of a major research university with the practical experiences of an institution whose history, location and diversity make it a microcosm of the world students will enter when they graduate. The University is classified by the Carnegie Foundation for the Advancement of Teaching as RU/VH (Research University, Very High research activity), a distinction held by only 2.3 percent of institutions of higher education in the United States. It has 13 colleges and schools and offers more than 380 academic programs including bachelor’s, master’s and doctoral degrees; post-baccalaureate, graduate and specialist certificates; and three professional programs (<http://wayne.edu/about/facts/>).

B. Procurement & Strategic Sourcing is soliciting proposals from qualified professional organizations, hereafter referred to as VENDOR(s), who specialize in providing **Athletics Weight Room Design Build Services** of superior quality, at competitive pricing, as described in the Statement of Work section of the **Request for Proposal (RFP)**. **Project must commence on or before April 2017 and be completed by April 2018.**

This RFP outlines basic requirements as specified in the Scope of Work section of the RFP (Section III). Proposals submitted are to be in accordance with the outline and specifications contained in and are to remain in effect a minimum of **120** days from the date of submission, and may be subject to further extensions as negotiated.

C. **The UNIVERSITY reserves the right to accept, reject, modify, and/or negotiate any and all proposals received in conjunction with the RFP.** It reserves the right to waive any defect or informality in the Proposals on the basis of what it considers to be in its best interests. Any proposal may be rejected which the UNIVERSITY determines to be incomplete, conditional, obscure, or has irregularities of any kind. The UNIVERSITY reserves the right to award to the firm, or firms, which in its sole judgment, will best serve its long-term interest.

This RFP in no manner obligates the UNIVERSITY to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by the UNIVERSITY without penalty or obligation at any time prior to the signing of an Agreement or Purchase Order.

D. Expenses for developing and presenting proposals shall be the entire responsibility of the VENDOR and shall not be chargeable to the UNIVERSITY. All supporting documentation and manuals submitted with this proposal will become the property of the UNIVERSITY.

E. All questions concerning this Request for Proposal are to be directed to **Valerie Kreher, Senior Buyer**, Email; rfpteam2@wayne.edu and to **Leiann Day, Procurement Analyst**, Email; leiann.day@wayne.edu. **Copy both Valerie Kreher and Leiann Day on all E-Mail questions.** The deadline for questions is **January 17, 2017, 12:00 noon**. Under no circumstances may a VENDOR contact other individuals at the UNIVERSITY, or its consultants to discuss any aspect of this RFP, unless expressly authorized by Procurement & Strategic Sourcing to do so.

II. INFORMATION FOR VENDOR

A. General

This RFP contains requests for information. VENDORS, however, in responding to this RFP, are encouraged to provide any additional information they believe relevant. VENDORS are encouraged to examine all sections of this RFP carefully, in that the degree of interrelationship between sections is high.

B. Calendar of Events

<u>Activity</u>	<u>Responsibility</u>	<u>Date</u>
Formal Release of RFP	Purchasing (PD)	December 22, 2016



Mandatory Pre-bid meeting at the Academic Administrative Building, 5700 Cass Ave, Conference Room 4002, Detroit, MI 48202	PD/Evaluation Team (ET)/VENDORS	January 10, 2017 2:00 pm
Questions due to Procurement & Strategic Sourcing	VENDORS	January 17, 2017 - 12 Noon
Delivery of Proposals to the Academic/ Administration Bldg., Purchasing Dept., 5700 Cass Avenue, 4th Floor – Suite 4200, Detroit, MI	VENDORS	January 24, 2017 by 2:00 p.m.
Evaluation of Proposals (clarifications & negotiations)	PD/ET	Week of January 30, 2017
Announcement of Selected VENDOR	PD	Week of February 15, 2017
Readiness for Service/Contract Commencement	VENDORS	Week of April 2017
Project Completion	VENDORS/ET	April 2018

The UNIVERSITY will make every effort to adhere to the above schedule. It is subject however, to time extensions at the University's discretion.

C. Mandatory Pre-Proposal Meeting

You must attend a **mandatory Pre-Proposal Meeting on January 10, 2017 at 2:00 pm (EST)** at the **Academic Administrative Building, 5700 Cass Ave, Conference Room 4002**, Detroit, MI 48202, as a condition for submitting a proposal.

Pre-registration for the meeting is to be made on or before Noon on, **January 9, 2017**. Please email **Appendix 2** to attention of **Valerie Kreher** at **rfpteam2@wayne.edu** to confirm your attendance.

During this meeting, we will answer any questions you may have to clarify any ambiguities in this Request for Proposal. Answers to questions that cannot be answered during this meeting will be emailed to all VENDORS and posted to the University website as soon as they are obtained.

D. Examination of the Request for Proposal

Before submitting proposals, each VENDOR will be held to have examined the UNIVERSITY requirements outlined in the Scope of Work and Technical Information sections, and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFP.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the VENDOR has full knowledge of all of the existing conditions, and accepts them "as is."

E. Delivery of Proposals (10-30-2009)

An original (clearly marked as such) plus one copy (**2 total**) of concise proposals in booklet or notebook form with supporting documentation shall be delivered in a sealed envelope or container to UNIVERSITY Procurement & Strategic Sourcing.

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 Athletics Weight Room Design Build Services 2017 Response**". The electronic submission should be limited to no more than one of each of the following file types: 1 Word Document and/or 1 Excel Workbook and/or 1 PDF document, with a total file size less than **20 megabytes**. **ZIP Files containing separate sections of a proposal are not acceptable, drop box submissions are not accepted either**. 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.

Please note – Your RFP submission is not valid unless we receive both the hard copy and the electronic copy on or before the due date and time.

The specific format for responses is detailed in **Section II F** (below). Proposals and **Schedule C, Cost Schedule** must be signed and the authority of the individual signing must be stated thereon. All responses are to be addressed to:

ATTN.: **Valerie Kreher, Senior Buyer**
Wayne State University
RFP: Athletics Weight Room Design Build Services 2017
5700 Cass Avenue, 4th Floor - Suite 4200 AAB
Detroit, MI 48202

And: E-mail a copy to **RFP@wayne.edu** /
Subject line: “**(company name) RFP Athletics Weight Room Design Build Services 2017 Response**”.

Deadline for receipt of proposals by Procurement & Strategic Sourcing is, **January 24, 2017 by 2:00 p.m. (local time)**. Date and time will be stamped on the proposals by Procurement & Strategic Sourcing. **Proposals received after that time will not be accepted**. No details of the proposal will be divulged at the time of opening.

F. Proposal Format

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 are to be submitted in notebook form with appropriate indices. Each proposal should provide a straightforward concise description of the VENDOR'S service, approach and ability to meet the UNIVERSITY'S needs as stated in this RFP. Schedules and Exhibits listed below must be included in your proposal:

Schedules (provided in this package)

Schedule A -	Proposal Certification, Non Collusion Affidavit, VENDOR Acknowledgements
Schedule B -	Insurance Requirements
Schedule C -	Cost Schedule, Summary of Quoted Rates
Schedule D -	Summary Questionnaire

Exhibits (created by Vendors as needed)

Exhibit 1 -	Exceptions/Restrictions; if any (Section II G)
Exhibit 2 -	Profile / Experience / References (Section II H)
Exhibit 3 -	VENDOR Service Plan (Section III)

Care should be exercised in preparation of the proposals since it is the UNIVERSITY'S intent to have the final contract documentation to consist of a University Standard Service Provider Agreement (Appendix 5) that incorporates the RFP, VENDOR Proposal, any letters of clarification, and will require the issuance of a Purchase Order for invoicing purposes.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective quotation are not desired.

G. Proposal Evaluation

1. Proposals will be evaluated and award will be based on the VENDOR'S ability to offer the best value (quality, past performance and price), and on anticipated quality of service. Items considered include but are not limited to:



- Ability to meet all mandatory requirements and specifications of this RFP;
- Cost of Services; Compensation and Fees; (Schedule C);
- Financial Strength of the VENDOR;
- Proposal Documentation / Presentation;
- VENDOR'S Experience (Exhibit 2);
- VENDOR Profiles/References; (Exhibit 2);
- VENDOR Service Plan; (Exhibit 3);

NOTE: Evaluation Criteria are in alphabetical order and are not stated in order of preference.

VENDOR proposals will be evaluated by a team consisting of members of the UNIVERSITY'S Purchasing and **Facilities Planning & Management Department**. A preliminary screening will be used to identify competitive VENDORS who have met the mandatory requirements. Procurement & Strategic Sourcing may subsequently request selected VENDORS to make a presentation at a set time and date, to clarify information provided in the proposals. Final consideration, evaluation, and recommendation may be made at this point. However, the UNIVERSITY reserves the right to take additional time for reference review, site visits and/or proposal negotiations.

2. To qualify for evaluation, a VENDOR'S proposal must be responsive, must have been submitted on time and must materially satisfy all **mandatory requirements** identified throughout the RFP, in the judgment of the UNIVERSITY. **Any deviation from requirements indicated herein must be stated in the proposal specifically under the category "Restricted Services", and clearly identified as Exhibit 1.** Otherwise it will be considered that proposals are in strict compliance with all requirements. Check the box indicating "None" for Restricted Services on the Proposal Certification Schedule A. In those cases where mandatory requirements are stated, material failure to meet those requirements may result in disqualification of the VENDOR'S response
3. If there are portions of any proposal the UNIVERSITY finds unacceptable or otherwise in need of clarification or revision, the UNIVERSITY reserves the right to clarify or negotiate with any or all VENDORS. Should the outcome of evaluations result in a recommendation, any resulting contract will be subject to the approval of the UNIVERSITY'S General Counsel and must be approved and signed by the appropriate UNIVERSITY representative.
4. After notification of acceptance of proposal and the signing of a resulting agreement and/or Purchase Order, the successful VENDOR will be expected to establish and be in a position to **commence work or services on or before April 2017.**

H. VENDOR Profile, Experience, References, and Lost Accounts

1. VENDOR Profile should include:

VENDOR is required to provide organizational data that demonstrates the size, scope and capability of the Company to handle the UNIVERSITY'S specific requirements specified in this RFP. Explain any company relationships that could be construed to be a conflict of interest in doing business with the UNIVERSITY now or in the future.

Upon University request, **VENDOR must agree to provide publicly distributed annual reports and/or independently audited financial statements** including its statement of financial position, statement of operations, and statement of cash flows for at least the past three years. Vendor must further agree to permit the UNIVERSITY, upon request, to audit VENDOR's books as related to the Wayne State University account.

Failure to agree to this will result in disqualification of your bid (see Schedule D).

Financial Information will be treated as confidential and not added to the publicly permanent RFP file. Requested Financials must be sent to:

ATTN.: Kenneth Doherty, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University



RFP: Athletics Weight Room Design Build Services 2017

Procurement & Strategic Sourcing
 5700 Cass Avenue, 4th Floor - Suite 4200 AAB
 Detroit, MI 48202

VENDORS must include a self-addressed envelope marked "Confidential" with their financial statement. Statements will be returned upon completion of any University review.

2. Experience

VENDORS are to state in their proposals their qualifications to meet the RFP specifications in terms of past and current consulting experience with the same or similar requirements. This information should be provided in the VENDOR'S **Exhibit 2** of their proposal. VENDORS are to focus on experiences with organizations having needs similar to that of the UNIVERSITY.

3. References

Upon request, **VENDOR must agree to provide** a minimum of **three (3) qualified references**. Requests for references will come from **Valerie Kreher, Senior Buyer**, and will be treated as confidential and not added to the publicly permanent RFP file.

References are to be from organizations that have successfully utilized the products and services. The references supplied should include the name and address of the organization, and the contact name(s), titles, e-mail, and the telephone numbers.

Failure to agree to this will result in disqualification of your bid (see Schedule D).

4. Lost Accounts and Legal Actions

Upon request, **VENDOR must agree to provide** a list of *significant accounts that the VENDOR has lost during the past three (3) years*. "Significant" for this purpose shall be construed to mean accounts representing billings by the VENDOR in the range of **\$25,000.00** or more each year. **A lost account can be defined when the vendor has been terminated on a job because of performance or default**. Contact names and telephone numbers of affected Companies must be provided.

Indicate any significant past or pending lawsuits or malpractice claims against the VENDOR.

I. VENDOR Service Plan

Vendors should include a complete description of the products and services offered in their Proposal. The Service Plan should include, but not be limit to:

1. A summary of the products or services to be provided.
2. When applicable, a timeline showing how the Vendor plans to deliver products and/or services to fulfill any contract issued as a result of this RFP.
3. Key staff members at the Vendors organization that will be assigned to the University account or will otherwise be part of an implementation team.
4. Any resource requirements on the part of the University necessary in order for the Vendor to meet its obligations under an agreement resulting from this RFP.
5. Any hardware, software, or other technology the University must have in order to use the Vendors products or services.
6. Any alternative ideas or proposals that should be considered by the University in addition to the base proposal.



III. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

BACKGROUND:

Wayne State's main campus is located in Detroit's Midtown neighborhood on approximately 210 acres. The campus includes more than 120 buildings, which total just over 12 million gross square feet. Wayne State University's Athletic Campus is located west of the Lodge and north of Warren Avenue. The existing Matthaei building was constructed in 1967. The Athletic campus includes additional facilities for softball, baseball and football. The proposed expansion will be located on the west side of the Matthaei building.

The Mission Statement of the Athletics Department is:

Wayne State University believes that intercollegiate athletics are an important and wholesome adjunct to the principal purposes of the University: (1) the advancement of knowledge through research and investigation; and (2) the dissemination of knowledge through teaching. To that end, participants in intercollegiate athletics must be, first and foremost, students whose fundamental aim is to obtain a sound education.

A major mission of the University is to achieve an increasing level of excellence in the quality of its programs and to enhance the visibility and recognition of the University as a whole. Students who participate in intercollegiate athletics are directly involved in the implementation of this mission of excellence, and by such participation, provide a unifying objective of community and University.

Wayne State University believes that a well-balanced program in intercollegiate sports is important so long as it remains in proper focus as an ancillary of the real purposes of the University; so long as it remains under academic control; so long as the players are bona fide students; and so long as the coaches strive to instill qualities of honesty, sportsmanship and clean play.

Proposed Project Description:

The existing Matthaei building opened in 1967. It has 155,935 gross square feet and is considered an 'instructional' facility under State of Michigan Bureau of Fire Services rules. The existing building consists of a competitive swimming pool, offices, and other support areas encircling 2 full-sized gymnasiums. The western section of the building houses racquetball and squash courts. It is at this west elevation that the weight room addition is proposed.

The purpose of the new addition is to provide a comprehensive weight room for the student-athletes. The existing weight room, located in the basement of the building, will be vacated and is not included in the scope of this project. The proposed weight room will be used by female and male students who participate in 18 intercollegiate varsity sports, visit www.wsuathletics.com for complete detail of the 18 sport programs.

THE PROJECT SCOPE:

General

The building addition shall conform to the Wayne State University Construction Design Standards, which can be found at <http://facilities.wayne.edu/design/wsudcsm.pdf>

And the C&IT Standards for Communications Infrastructure which can be found at: <https://computing.wayne.edu/docs/wsu-communications-standards.pdf>

Site

The athletic complex is located on land that was formerly a neighborhood. It is reasonable to anticipate that foundations, utilities, and other residential debris may have been left on the site and could be uncovered during excavation. All existing utilities must be confirmed prior to construction. Please contact Miss Dig at 1-800-482-7171. Additionally, the University will review the site for installations that may not be identified through Miss Dig.



Known electrical and communication duct banks extend from the south-western portion of the building to feed the recently constructed Softball Building. Care must be administered to preserve the active services and incorporate them into the new design.

University construction does not allow for the reuse of excavation spoils, which must be disposed of properly and legally. An environmental study and site survey information will be provided to the awarded company.

Architectural

The new construction will provide approximately 10,000gsf of weight room, offices, and support space. Architecture should complement the existing adjacent Matthaei building. Proposed materials should be durable and appropriate for the facility, location, and campus appearance.

New construction should have proper fire separation from the existing 'instructional' Matthaei facility. The addition is not required to be 'instructional' and, thus, will be required to have proper fire separation, as required by current applicable code. Work to include conceptual design to be coordinated as a joint effort with the Architect, Contractor, and Owner. Design has not been finalized; Design-Builder input will be required as part of this contract.

Entry: The main entrance of the facility should create an impactful and prominent design. One of the entries shall be designed to allow the movement of the largest device into the building and shall include removable mullions, proper height and width, and clear pathway to do so. The green brick used on the recent addition to the north side may be an option in this entrance. Northwest entry can be angled so as to provide a view across to Tom Adams football field. Otherwise, windows should be carefully considered so as not to prevent installation of equipment nor to add heat gain/glare into the facility. Ambient light from windows should be managed so as to not impede functionality of the space.

The building design should include:

Space Requirements:

- Open area weight room for equipment with open ceiling; unobstructed height no less than 14' from finished floor to any protrusion above.
- Platforms at center of main area; dumbbells and free weights with mirrors along west wall. Bid alternate to remove mirrors from cost due to opportunity to salvage existing mirrors.
- Resilient athletic flooring to be Aktivpro Roll or equivalent.
- Limited mirror walls with no less than 100 LF and no shorter than 8ft tall at location of dumbbells
- (4) offices (full-time, part-time) with interior views of weight room; 120sf each; carpet; blinds on windows looking out to weight room; layout for furniture to include: "U" shaped desk with lockable storage drawer, task chair, guest chair, bookshelf or filing cabinet; ceiling at 8'-0" to match building standard; furniture to be provided by Owner.
- Graduate student area to include a millwork reception counter with enough space for two people; (3) 4'X6' white boards located on wall behind counter; electrical and data to support two people; furniture and equipment to be provided by Owner.
- (1) Janitor's closet inclusive of floor slop sink.
- Conference Room to seat 6-8, with a ceiling mounted projector; power and data; furniture and equipment to be provided by Owner.
- Nutrition station with hard surface counter for customers and prep station; 3- basin sink; include area and electrical for display refrigerators (3) single display refrigerators (32" L X30"D X80" H) or (2) double display refrigerators (55" LX 30" DX 80" H); counter for preparation of nutritional shakes; hand sink; at least 2 electrical outlets; base cabinetry under counter with doors and no locks; sheet vinyl flooring. Refrigerators to be provided by Owner.
- Metal lockers power-coated WSU green for student storage, 2'x2'x2'; cleanable; to be located away from doors/conveniently located for easier access; between 30-40 total count; lockable, with individual locks to be provided by Owner.



- Limited/controlled exterior windows to not be operable.
- Exterior double doors with removable mullion that are wide enough to receive/change equipment when needed and at least 7' tall. Aluminum entry to match the style of the Basketball expansion. Hardware must accept BEST Core SFIC interchangeable systems. Removable cores to be provided directly to WSU Locksmiths for keying. Hardware to be WSU OneCard electronic access compliant, as determined by the customer for respective access points. Infrastructure and upgrades necessary to support addition of door access is a part of the contract.
- Pathway for sound system required throughout; (system to be Owner installed).
- Installation of acoustical material on walls and/or ceiling as required, however, open ceiling construction may be considered if adequate noise attenuation design is provided.
- Exterior wall assembly: combination metal, CMU and brick wythe assembly, finish/color/material does not need to match Matthaei building but instead should add prominence and impact to the structure. Exposed interior block wall may require filled cores and reinforcing to allow for the attachment of exercise equipment. No wood framing.
- No intention for a basement.
- Connection to two east-west hallways from Matthaei is required. Doors connecting the observation corridor between the proposed construction to the main building must comply with Fire Code for active hold-open fire alarm systems and double volume spaces. Two-hour separation and infill of current racquetball/weight room observation areas may be required by code.
- Wall graphics, if appropriate, to be approved by Athletics consistent with University trademarks.

Equipment:

The following equipment items will be furnished and installed by Owner and will require appropriate spacing.

- Training floor with 16 inlaid platforms
- 8 multi-purpose training racks Size of racks Height width length.
- Dumbbells ranging from 5-100 lbs. Length, height and width of racks.
- Dimensions for all of the below listed equipment is required.
- 2 glute/ham machines
- 4 pit shark attachments for training racks
- 16 sets of new bumper plates (8800 lbs.)
- 16 utility benches
- 4 neck machines
- 4 functional trainer machines
- 2 leg presses
- 18 horizontal storage racks
- 4 reverse hyper machines
- 4 weight stacks
- Iron plates (12,480 lbs.)
- 2 nutritional jet sprays

Structural

- Clear spans required.

Roof

- Design Standards require a roof access hatch with ladder, unless the roof is fully accessible from the adjacent existing building roof.

Mechanical

- All HVAC shall be provided by the design to be stand alone for this addition.
- HVAC systems cannot connect to the existing systems within Matthaei.



- The addition will require stand-alone combination Dx cooling and natural gas fired heating mechanical systems, fed from the north-east boiler room gas service entrance.
- Redundant systems must be accommodated. Acceptable mechanical manufacturers are listed in order of preference; no other vendor shall be considered:
 - Aaon (Basis of design)
 - Trane
 - York
 - Carrier
- Active and passive ventilation must provide the space air exchanges necessary throughout the year; calculated to ensure fresh air requirements relevant of the activity levels of a fully occupied facility.
- Units may be directly located on the roof, as their design allows.
- ASHRAE design standards for HVAC in accordance with WSU Construction Design Standards and Revised Mechanical Design Standards, modified to maintain desired interior summer temperature in a range between 65-68 degrees F.
- Humidity and temperature controls sufficient and adequate for a weight room application.
- Heat and air conditioning to be commercial units of highest available efficiency, minimally meeting design criteria for SE Michigan climates: Summer (max) 95°db / 75°wb* ; Winter (min) 3°.
- Natural gas line to be extended to this area from the existing boiler room area, with route across Matthaei roof.
- Ceiling fans or air foils with remote control, sized and spaced appropriately throughout
- Fresh air/exhaust appropriate to the occupancy and activity, but no less than 2x per hour.
- Building Automation (BAS) utilizes Siemens controls on BACNet/IP open protocol, tied back to the WSU Command Center for monitoring. All mechanical systems must be furnished with BACNet/IP interfaces, unbundled and coordinated with Siemens to integrate monitoring points, graphics development, and deliverables.
- WSU Associate Director of Building Automation will provide the points, naming convention and network addressing necessary for integration. Awarded contractor must coordinate any requests for services to be rendered.
- WSU Associate Director will be the coordinator for static network addressing through WSU C&IT for equipment set-up. Awarded contractor must coordinate any requests for services to be rendered.
- Mechanically recirculating systems must have appropriate duct smoke detectors for fire alarm systems integration and reporting to the Siemens BAS alarm points.

Plumbing

- Toilet Rooms will be stand-alone to support this facility; code based calculation required.
- Locate toilet rooms at main entry; design such that this area could be closed off/controlled on game days to allow access to toilet rooms while limiting access to the remainder of building.
- Drinking fountain with bottle filler(s) as required by code.
- Hand sink and 3-basin sink at Nutrition Station.
- Installation of filtration necessary to comply with US Environmental Protection Agency – Lead and Copper Rule (1991) on the first day of usable service. Water testing must be performed to demonstrate acceptable potable water delivery at all newly installed point of use location(s).
- Domestic cold water from Matthaei. Domestic hot water to be produced within the addition.
- Sanitary and storm sewer connection to be determined.
- Piping materials consistent with WSU Design Standards.
- At Designer's discretion either under counter hot water heater, or located in janitor's closet. Hot water suitable for health department requirements at Nutrition Station
- (1) Janitor's closet inclusive of floor slop sink.

Fire Suppression

- Building is to be fully sprinkled. Independent system features are a part of design details to be determined.



Electrical/ Communications

- Power to be derived from the Matthaei electrical distribution equipment.
- Electrical power is extremely limited and un-available for further expansion. Future DTE site modifications may free-up electrical expansion capabilities which are expected to be fed from the main electrical distribution room on the east side of Matthaei.
- Electrical services are limited to the vacated feeds for the existing weight room transformer and panel located in the north-west mechanical penthouse.
- In floor trough for electrical and data across the N/S length of the floor. Wall mounted raceway at equipment at north wall/treadmills with at least two outlets to accommodate 220V Woodway brand treadmills.
- Communications distance limits may require dedicated single or multi strand fiber connection to a newly dedicated communications closet located within the proposed building addition. Coordination with WSU C&IT Standards and personnel must be established to determine exact scope.
- Electrical and data in two walls at each office
- Wireless in main area with adequate number of access points, as determined by WSU C&IT.
- Provide exterior lighting so as to illuminate the entrances and primary pathways to the building. Lighting may be similar to that of the Basketball expansion project. LED lighting technology shall be used.
- Interior lighting to be 60-70 footcandles, non-dimmable LEDs.
- Connect fire alarm to existing National Time system at Matthaei (service capacity to be verified by WSU FP&M).
- Notification devices designed and submitted as required by WSU Fire Marshall.

Security

- Secured entrance from the north/west and south and to the Matthaei hallway connections within the building.
- Contractor to provide all rough in requirements for security and cameras. Cameras to be Owner supplied.
- The feed for the live stream should be web-based and viewable by both the WSU Police Department and Athletics.
- Camera systems are required to comply with University Video and Surveillance Device Policies and be submitted for approval by WSUPD. Exact device design and locations must be approved by WSUPD.
- The intent is that this addition can remain open during hours that Matthaei may be closed.
- This new Addition is to be alarmed with an independent zone from the existing building.
- Owner to provide One Card access to at least one entry (main door).

Landscape/ Site Restoration

- Construction confines limited to the grassy area west of the building, and must be contained with appropriate pipe and chain link fencing.
- Prior to construction, pavement and grounds will be surveyed. Photos and documentation of any existing damage will be required. Any new damage is the responsibility of the Contractor to correct.
- New sidewalk approaches to entrances at new addition to be included.
- Landscaping to minimally restore grass sod around the new addition and construction confines must be performed by Contractor and coordinated with Owner.
- Existing irrigation line locations to be confirmed with WSU FP&M Grounds. Existing lines to be removed and re-routed, by the awarded Contractor, as may be necessary as part of this project.
- Existing tennis rebound/CMU wall to be removed in its entirety and appropriate fill provided upon building limits completion.



Warranty

Two year comprehensive warranty, labor and materials.

LEED/ Sustainability

- Manage waste
- “Sustainable practices”

IV. CONSTRUCTION REQUIREMENTS

A. University Construction Design Standards

All work must comply with both University Construction Design Standards and the Standards for Communications Infrastructure.

- For a copy of the Facilities Design Standards, download them from:
<http://www.facilities.wayne.edu/pdf/wsudcsm.pdf>.
- For a copy of the Standards for Communications Infrastructure, download them from:
<http://computing.wayne.edu/docs/wsu-communications-standards.pdf>

B. Fire Codes and Fire Safety Requirements

If a penetration or modification is required of the facility, VENDOR is to stop all work and apprise the Project Coordinator. All penetrations and alterations to the building/facility are strictly controlled to meet or exceed the existing fire codes and fire safety requirements. Any penetrations or alterations to the structure of the building/facility must be reported to the State Fire Marshal, which involves the preparation of detailed drawings and specifications for submission to the Bureau of Construction Codes and Fire Safety. Such drawings are prepared under the supervision of a licensed architect or registered professional engineer, with the documents bearing the stamp, accordingly.

C. **Hazardous Materials** are present within the building. Documentation will be conveyed to the successful bidder, however, due to the age of the edifice, friable materials should be presumed as asbestos containing and paint shall be presumed a containing lead. Specific testing of materials will ensue following clear construction means and methods, as determined by the low bidder.

D. **Final electronic as built documents** will be provided in accordance with the University standards. Contractor shall provide all documents prior to final payment.

E. Construction Contract Terms

Said work will be governed by the Wayne State University Standard Agreement Between the University and Contractor for Construction Services applicable to: Limited Scope Construction and Renovation Work and its related Terms and Conditions. A copy can be downloaded from our website at http://www.forms.procurement.wayne.edu/RFPs/FPM_Construct_Standard_Terms.doc

F. PROPOSAL GUARANTEE

1. A certified check or bank draft payable to the Owner, or satisfactory Bid Bond executed by the Bidder and Surety Company, in an amount equal to not less than five percent (5%) of the maximum proposal amount shall be submitted with each Proposal, which amount may be forfeited to the Board of Governors, Wayne State University, if the successful Bidder refuses to enter into a Contract within sixty (60) days from receipt of Proposals.
2. The bid deposit of all bidders except the lowest three will be returned within three (3) days after the bids are opened. After the formal Contract and bonds are approved, the bid deposit will be returned to the lowest three bidders, except when forfeited.



3. Bid bonds shall be accompanied by a Power of Attorney authorizing the signer of the bond to do so on behalf of the Surety Company.
4. Withdrawal of Proposals is prohibited for a period of sixty (60) days after the actual date of opening thereof.

G. CONTRACT SECURITY (revised 4-2007)

- A. The successful Bidder will be required to furnish a Performance Bond and Labor and Material Payment bond in an amount equal to 100% of the contract award amount, and include such cost in the Proposal, complying with the laws of the State of Michigan. The graduated formula no longer applies.
- B. Performance Bond and Labor and Material Payment Bond shall be from a surety company acceptable to the Owner and made payable as follows:
 - (1) A bond for 100% of the contract award amount to the Board of Governors of Wayne State University, and guaranteeing the payment of all subcontractors and all indebtedness incurred for labor, materials, or any cause whatsoever on account of the Contractor in accordance with the laws of the State of Michigan relating to such bonds.
 - (2) A bond for 100% of the contract award amount to the Board of Governors of Wayne State University to guarantee and insure the completion of work according to the Contract.
- C. The only acceptable Performance Bond shall be the AIA A312 – 2010.

H. BOND CLARIFICATION

For bids below \$50,000.00,

1. Bid bond will not be required.
2. Performance Bond will not be required.

I. LIQUIDATED DAMAGES

It is understood and agreed that, if project is not completed within the time specified in the contract plus any extension of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay, will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by Owner would be the sum of \$250.00, (Two Hundred and Fifty Dollars) per day, and therefore the contractor shall pay as liquidated damages to the Owner the sum of \$250.00, (Two Hundred and Fifty Dollars) per day for each day's delay in substantially completing said project beyond the time specified in the Contract and any extensions of time allowed thereunder

J. Parking

Parking is not provided. VENDORS should build parking costs into their proposals. Guest parking is \$7.50 per day, per vehicle. Vehicles including vans and flatbed trucks will be allowed on the University mall areas to load/unload materials and must have appropriate commercial license plates.

IV. GENERAL REQUIREMENTS AND GUIDELINES

A. Terms and Conditions (2-23-2009)

Any contract between the UNIVERSITY and VENDOR resulting from this RFP will be made using the University's Standard Service Provider Agreement (Exhibit V). The Agreement will incorporate this RFP and its terms and conditions by reference. Should the Vendor have additional terms to incorporate into the Agreement, the Vendor's Proposal response must include a formal copy of any VENDOR'S terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by the University's General Counsel is essential prior to the award of the contract. If supplied, this should be included in **Exhibit 1** of the Vendor's proposal. **In the event the VENDOR does not supply terms and conditions with their proposal, the University's terms and conditions will govern this transaction.**

B. Governing Law (Michigan)

VENDOR agrees that, in the event of a dispute, laws of the State of Michigan will prevail.

C. Non-Discrimination

The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, creed, color, national origin, age, religion, sex, sexual orientation, marital status or handicap protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a proposal, VENDORS certify that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. Information on the Civil Rights Act can be found at <http://www.eeoc.gov/laws/statutes/titlevii.cfm>

D. Civil Rights Requirements

All VENDORS must be in compliance with the directives of the Michigan Department of Civil Rights. The Department of Civil Rights web address is <http://www.michigan.gov/mdcs/0,1607,7-147-6881---,00.html>

E. Immigration Reform and Control Act of 1986

By submitting a proposal, the VENDORS certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. Debarment Status (6-12-2009)

By submitting a proposal, VENDORS certify that they are not currently debarred from submitting bids on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts. The University's Department Policy can be found at <http://procurement.wayne.edu/vendors/debarred.php>. State of Michigan information on Debarment can be found at <http://www.michigan.gov/buymichiganfirst/0,1607,7-225-48677-20042--00.html>. The Federal Debarred Vendor List (Excluded Parties List System) and related links can be found at <http://www.epls.gov/>

G. Indemnification and Hold Harmless

The VENDOR shall defend, indemnify and hold harmless the UNIVERSITY, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the VENDOR'S performance under this Agreement.

H. VENDOR Liability

The VENDOR will be liable for any associated costs of repairs for damage to buildings or other UNIVERSITY property caused by the negligence of the VENDOR'S employees.

I. Early Termination by the University

The UNIVERSITY shall have the right to terminate the contract with the VENDOR without penalty after the UNIVERSITY'S thirty (30) days written notice of termination to the VENDOR under the following circumstances:

1. Default of VENDOR

It shall be considered a default whenever the VENDOR shall:

a. Disregard or violate material provisions of the contract documents or UNIVERSITY instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.

b. Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

2. Convenience of the UNIVERSITY

When termination of the contract is determined to be in the best interest of the University for serving its community, and its students, faculty, and staff.

Note: Any contract cancellation notice shall not relieve the VENDOR of the obligation to deliver and/or perform prior to the effective date of cancellation.

J. Cancellation of Contract by VENDOR

VENDOR must provide a minimum of ninety (90) days written notice of cancellation of contract to the UNIVERSITY regardless of the reason for said termination. Such notification must be sent to:

Kenneth Doherty, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University
RFP: Athletics Weight Room Design Build Services 2017
5700 Cass Avenue, Suite 4200, AAB
Detroit, MI 48202

K. Joint or Partnering Bids/Proposals

A joint bid/proposal by two or more Vendors proposing to participate jointly in performance of proposed work may be submitted. A single Vendor must be clearly identified as the "Primary Vendor" who will assume responsibility for performance of all other Vendors and all subcontractors. The Primary Vendor must identify itself as such and submit the proposal under its company name and signature. If a contract is awarded in response to a joint bid/proposal, the Primary Vendor must execute the contract and all Partner Vendors must verify in writing that the Primary Vendor is authorized to represent them in all matters relating to the contract. At least one of the Vendors must have attended any and all mandatory Pre-Proposal or other meetings.

L. Non-Assignment

The agreement shall be between the UNIVERSITY and the VENDOR and the VENDOR shall neither assign nor delegate the agreement, its rights or obligations, or any of its terms without the express written permission of the UNIVERSITY.

M. Price Schedules

VENDOR is to quote the products and services in accordance with specifications set forth in this Request for Proposal. Prices and other requested data must be stated on or in the exact format of **Cost Schedule C**. Vendors must not modify the format of any Price Schedule or to alter its functionality.

Please Note: You must respond using Schedule C. Failure to do so may result in disqualification of your Proposal. VENDOR shall be responsible for all errors and omissions.

A copy of Cost Schedule C is to be provided in Excel format with your electronic submission. The paper copy will govern if any discrepancies exist between the paper copy and electronic version.

N. Pricing Variances

No changes shall be made, nor invoices paid for extra changes, alterations, modifications, deviations, and extra orders except upon a written change order from the UNIVERSITY. The UNIVERSITY will not authorize payment for changes, alterations, modifications, deviations, etc. that are a result of VENDOR error.

O. Certification, Affidavit, and Acknowledgements (11-01-11)



The Proposal Certification, Non-Collusion Affidavit, and Vendor Acknowledgements, **Schedule A**, must be executed as a part of the VENDOR'S proposal.

P. VENDOR Payment/Billing Terms

Payments of invoices will be made thirty (30) days after receipt and approval of invoice, by the UNIVERSITY, for each month completed.

ACH payments are both faster and less costly for Vendors and the University. As a result, this is the University's preferred payment method. To enroll in the University's ACH program, visit <http://fisops.wayne.edu/disbursements/tax-forms.php> and download the ACH payment agreement form. The completed form should be signed and sent to vendorach@wayne.edu.

Q. Entire Agreement

An agreement, when fully executed, shall incorporate by reference this RFP and the Vendor's response Proposal, and will contain all the covenants and agreements between the parties with respect to the subject matter of this agreement. Any amendment or modification to this agreement must be in writing and signed by all parties.

R. Severability

It is understood and agreed that if any part, term, or provision of this agreement is held to be illegal or in conflict with any law of the State of Michigan, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

S. Modification of Service

The UNIVERSITY reserves the right to modify the services during the course of the contract, with concurrence of the VENDOR. Any changes in pricing and rates proposed by the VENDOR resulting from such changes are subject to acceptance by the UNIVERSITY.

In the event prices and rates cannot be negotiated to the satisfaction of both parties, the contract may be subject to cancellation and competitive bidding based upon the new specifications.

T. Publicity

VENDORS must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without written approval from the UNIVERSITY.

U. Independent Contractor

The VENDOR agrees that in all respects its relationship with the UNIVERSITY will be that of an independent contractor. Vendor will not act or represent that it is acting as an agent of the UNIVERSITY or incur any obligation on the part of the UNIVERSITY without written authority of the UNIVERSITY.

V. Confidentiality

Proposals could be subject to public review after the contracts have been awarded. VENDORS responding to this proposal are cautioned not to include any proprietary information as part of their proposal unless such proprietary information is carefully identified as such in writing, **and the UNIVERSITY accepts, in writing, the information as proprietary.**

W. Credit References

From time to time, the University is asked to provide credit and business references to potential new Vendors. In the event your company is awarded a contract as a result of your response to this RFP, the University would like the option to include your company as a future reference.

X. Insurance Requirements (10-5-2009)

VENDORS must provide Certificates of Insurance or other evidence that insurance is in place. If awarded a contract, VENDOR must then provide a Certificate of Insurance naming Wayne State University / Office of Risk Management as a certificate holder and the Board of Governors as an additional insured. During the life of the contract, the VENDOR must maintain insurance as stated in Insurance Provisions (**Schedule B**) and any additional requirements as specified by the UNIVERSITY Office of Risk Management.

Y. Minority, Woman and Disabled Veteran Owned Business Enterprises (M/W/DBEs)

Specify in your proposal whether ownership of your company is a certified M/W/DVBE. The University, in accordance with guidelines from the MMSDC and WBENC, considers an M/W/DVBE as one that is at least 51% owned, operated, and controlled by an M/W/DVBE, or in case of a publicly-owned business, at least 51% of the stock must be owned by an M/W/DVBE.

If the firm is not an M/W/DVBE, describe the firm's partnering relationships (if any) with M/W/DBE and how it plans to support the UNIVERSITY'S goal to award UNIVERSITY business to M/W/DVBEs.

1. Reporting

The selected firm will identify and fairly consider M/W/DVBE for subcontracting opportunities when qualified firms are available to perform a given task in performing for the UNIVERSITY under the resulting agreement. The selected VENDOR must submit a quarterly M/W/DVBE business report to the UNIVERSITY Procurement & Strategic Sourcing by the 15th of the month following each calendar quarter; specifically the months of April, July, October, and January. Such reports should be sent directly to:

Kenneth Doherty, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University
Athletics Weight Room Design Build Services 2017
5700 Cass Avenue, Suite 4200, AAB
Detroit, MI 48202

2. Report Detail

M/W/DVBE business reports must contain, but are not limited to the following:

- Firm's name, address, and phone number with which the VENDOR has contracted over the specified quarterly period
- Contact person at the minority firm who has knowledge of the specified information
- Type of goods and/or services provided over the specified period of time
- Total amount paid to the minority firm as it relates to the UNIVERSITY account.

Specify in your proposal whether your company is a certified 8(A) firm.

A complete set of the University's Supplier Diversity Program, which includes complete definitions of each of the above, can be downloaded from our web site at

http://procurement.wayne.edu/docs/university_policy_2004_02.doc

Z. Ownership of Documents

All documents prepared by the VENDOR, including but not limited to: tracings, drawings, estimates, specifications, field notes, investigations, studies and reports, shall become the property of the UNIVERSITY. At the UNIVERSITY'S option, such documents will be delivered to UNIVERSITY Procurement & Strategic Sourcing. Prior to completion of the contracted services, the UNIVERSITY shall have a recognized proprietary interest in the work product of the VENDOR.

AA. Prevailing Wage Rates (4-25-2010)

Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than prevailing wage rates.



The rates of wages and fringe benefits to be paid to each class of laborers and mechanics by each VENDOR and subcontractor(s) (if any) shall be not less than the wage and fringe benefit rates prevailing in Wayne County, Michigan, as determined by the United States Secretary of Labor. Individually contracted labor commonly referred to as "1099 Workers" are not acceptable for work related to this project.

Installers of furniture or equipment responsible for onsite assembly must be classified minimally as carpenters, and those responsible for electrical connections must be classified minimally as electricians.

Additional information can be found on University Procurement & Strategic Sourcing's web site at purchasing.wayne.edu under Information for Vendors.

If you have any questions, or require rates for additional classifications, please contact:

Michigan Department of Consumer & Industry Services,
Bureau of Safety and Regulation, Wage and Hour Division,
7150 Harris Drive,
P.O. Box 30476,
Lansing, Michigan 48909-7976

http://www.michigan.gov/dleg/0,1607,7-154-27673_27706-39650--,00.html

Wayne State University's Prevailing Wage Requirements:

When compensation will be paid under prevailing wage requirements, the University shall require the following:

- A. The contractor shall obtain and keep posted on the work site, in a conspicuous place, a copy of all current prevailing wage and fringe benefit rates.
- B. The contractor shall obtain and keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each laborer and mechanic employed in connection with this contract.
- C. The contractor shall submit a completed certified payroll document [U.S. Department of Labor Form WH 347] verifying and confirming the prevailing wage and benefits rates for all employees and subcontractors for each payroll period for work performed on this project. The contractor shall include copies of pay stubs for all employee or contract labor payments related to Wayne State University work. The certified payroll form can be downloaded from the Department of Labor website at <http://www.dol.gov/whd/forms/wh347.pdf>. **NOTE: Invoices WILL NOT be processed until certified payrolls are received.**

If the VENDOR or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within 10 days after notice to do so by the UNIVERSITY, the UNIVERSITY shall have the right, at its option, to do any or all of the following:

1. Withhold all or any portion of payments due the VENDOR as may be considered necessary by the UNIVERSITY to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this contract and the actual wages and fringe benefits paid;
2. Terminate this contract and proceed to complete the contract by separate agreement with another vendor or otherwise, in which case the VENDOR and its sureties shall be liable to the UNIVERSITY for any excess costs incurred by the UNIVERSITY.
3. Propose to the Assistant Vice President that the Vendor be considered for Debarment in accordance with the University's Debarment Policy, found on our website at <http://procurement.wayne.edu/docs/appm28.pdf>

Terms identical or substantially similar to this section of this RFP shall be included in any contract or subcontract pertaining to this project.

The current applicable prevailing wage rates as identified by the State of Michigan Department of Consumer & Industry Services, Bureau of

Safety and Regulation, Wage and Hour Division are listed below for reference. Refer to item C above if additional information is required.

If a project specific Prevailing Wage Rate Schedule has been issued, it will be posted to the website as Appendix 3 at http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html

For more information and a general prevailing wage rate schedule, see Purchasing Website at:
<http://procurement.wayne.edu/vendors/wage-rates.php>.

BB. Buy American

Wayne State University intends to purchase products in the United States of America whenever an American made* product is available that meets or exceeds the specifications requested and the price is equal to or lower than a foreign made product. Vendors are required to bid American made products whenever available. Vendors may bid foreign made products when:

- 1) They are specified
- 2) As an alternate as long as they are technically equal to the product specified.

* (More than 50% of the product is manufactured or assembled in the U.S.A.)

CC. 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/>.



**Response to Wayne State University
Request for Proposal
RFP: Athletics Weight Room Design Build Services 2017
And To Any Amendments, Thereto**

Dated: December 22, 2016

**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.

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.
- Any contract between the UNIVERSITY and VENDOR resulting from the RFP will be made using the University's Standard Service Provider Agreement. The Agreement will incorporate this RFP and its terms and conditions and Vendor's Response Proposal by reference. Should the Vendor have additional terms to incorporate into the Agreement, they will be incorporated into the Agreement as an Appendix.
- All of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement, regardless of whether the ensuing agreement specifically references the RFP and Vendor's Response Proposal.
- 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.

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 **December 22, 2016**, 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.
-



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.

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: (_____) _____

Email address: _____

Submitted by: _____

Signature _____

(Title)

(Date)

Schedule B - INSURANCE REQUIREMENTS *(Rev 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>
1. Commercial General Liability (CGL) CGL insurance should be written on ISO form CG 00 01 (or equivalent substitute) Contracts valued at \$100,000 per year or more	\$1,000,000 combined single limit \$2,000,000 annual aggregate Umbrella Liability per occurrence and in the annual aggregate of \$5,000,000.
2. Commercial Automobile Liability (including hired and non-owned vehicles)	\$1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate.
3. Workers' Compensation (Employers' Liability)	Required by the State of Michigan and Employer's Liability in the amount of \$500,000 per accident for bodily injury or disease.

Maximum Acceptable Deductibles

<u>Type of Insurance</u>	<u>Deductible</u>
Commercial General Liability	\$5,000
Commercial Automobile Liability	0
Workers' Compensation	0
Property - All Risk	\$1,000

Coverage

1. All liability policies must be written on an occurrence form of coverage.
2. Commercial General Liability (CGL) includes, but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers.
3. The Board of Governors of Wayne State University shall be named as an additional insured, but only with respect to accidents arising out of said contract.
4. The additional insured provision shall contain a cross liability clause as follows: "The insurance afforded applies separately to each insured against whose claim is made or suit is brought, except with respects to the limits of the company's liability."
5. 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**

Certificates of Insurance

1. Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required coverage must be forwarded to the Office of Risk Management to be verified and authenticated with the agent and/or insurance company.
2. Certificates shall contain a statement from the insurer that, for this contract, the care, and custody or control exclusion is waived.
3. 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.
4. 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

Specific Requirements- Individual contracts may require coverage in addition to the minimum general requirement such as, business interruption, higher limits and or blanket fidelity insurance.

Exception to the insurance requirements is to be approved, in writing, by the Office of Risk Management. Exceptions are determined by the type and nature of the contract and the individual contractor



Schedule C

(Cost Schedule; Compensation and Fees)

See web site:

http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html



VENDOR NAME _____

GENERAL CONTRACT - PROPOSAL FORM (revised 1 - 2011)

Please Note – Vendors must Pre-qualify themselves when responding to this bid opportunity. Our Prequalification questions can be found on page 4 of this section.

OWNER: Board of Governors
Wayne State University

PROJECT: Athletics Weight Room Design Build Services 2017

PROJECT NO.: WSU PROJECT NO. 080-287949

PROJECT TYPE: Design Build Services Work

PURCHASING AGENT: Valerie Kreher, Senior Buyer
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3720 / 313-577-3747 fax
Rfpteam2@wayne.edu & copy leiann.day@wayne.edu

OWNER'S REPRESENTATIVE: Mark Gibbons, Project Manager
Design & Construction Services
Facilities Planning & Management
Wayne State University
5454 Cass Avenue
Detroit, Michigan 48202

TO: Board of Governors
Wayne State University
Detroit, Michigan

BASE PROPOSAL:

The undersigned agrees to enter into an Agreement to complete the entire work of the **Athletics Weight Room Design Build Services** project (WSU Project No. **080-287949**) in accordance with the Bidding Documents for the following amounts:

_____ \$ _____ Dollars

LAWN REPLACEMENT:

The undersigned agrees that, in the event of existing lawn or landscaping damage, due to the Contractor's work, that has not been properly addressed and repaired to the satisfaction of the University, the University may repair/replace the lawn and/or landscaping, and that the expense will be at a **unit cost of \$10.00 per square yard for lawn, and landscaping at a rate of 1.5 times the cost of said repairs**, the full cost of which shall be reimbursed by the contractor.

CONTRACT CHANGE ORDERS: (revised 4-01-2011)

The undersigned agrees to the following pricing formula and rates for changes in the contract work:

1. For subcontract work, Contractor's markup for handling, overhead, profit and bonding on subcontractors sell price, shall not exceed **5%**.
 - 1.1. For subcontract work that is provided on a time and material basis, the subcontractor shall be permitted a single markup for handling, overhead,



profit and bonding of 5%. When a markup is identified in the subcontractor's hourly labor rate, additional markup on labor is not permitted.

1.1.1 For changes that are based upon a lump sum value, subcontractor shall provide all labor and material back-ups to ensure that duplicative charges are avoided and authorized mark-ups for OH&P can be confirmed

2. For work by his own organization, Contractor's markup for job* and general overhead, profit and bonding shall not exceed 5% of the net labor** and material costs.

Within 14 days of the project's contract execution Contractor shall provide to the Owner; Subcontractor's hourly labor rate breakdown details. This requirement shall extend to the lowest level of subcontractor participation.

* Job and general overhead includes supervision and executive expenses; use charges on small tools, scaffolding, blocking, shores, appliances, etc., and other miscellaneous job expenses.

** Net labor cost is the sum of the base wages, fringe benefits established by governing trade organizations, applicable payroll taxes, and increased expense for contractor's liability insurance (Workman's Compensation, P.L. and P.D.).

TIME OF COMPLETION:

(revised 4-01-2011)

The Contract is expected to be fully executed on or about 25 calendar days after successful bidder qualification and recommendation of award. The undersigned agrees to start construction immediately after receipt of a fully executed contract, and to complete the work as follows:

Substantial Completion will be completed no later than **April, 2018**.

LIQUIDATED DAMAGES:

It is understood and agreed that, if project is not completed within the time specified in the contract plus any extension of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay, will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by Owner would be the sum of **\$250.00, Two Hundred & Fifty Dollars per day**, and therefore the contractor shall pay as liquidated damages to the Owner the sum of **\$250.00, Two Hundred & Fifty Dollars per day** for each day's delay in substantially completing said project beyond the time specified in the Contract and any extensions of time allowed thereunder.

TAXES:

The undersigned acknowledges that prices stated above include all applicable taxes of whatever character or description. Michigan State Sales Tax is applicable to the work. Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities or irregularities therein.

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 _____
Addendum No. _____ Date _____	Addendum No. _____ Date _____

CONTRACTOR'S PREQUALIFICATION STATEMENT & QUESTIONNAIRE:

Our Minimum Requirements for Construction Bids are:



WSU considers this project: (Construction Type) Work.

Criteria	Small Project bid less than \$50,000	Medium Project bid between \$50,001 and \$250,000	Large Project bid between \$250,001 and \$2 million	Very Large Project bid greater than \$2 million
EMR Rating (Experience Modification Rating)	1.0 or Less	1.0 or Less	1.0 or Less	1.0 or Less
Bondable Vendor	N.A.	Required	Required	Required
Length of Time in Construction Business	2 Years	3 Years	5 Years	5 Years
Demonstrated Experience in Projects Similar in Scope and Price in the last 3 years	1 or more	1 or more	2 or more	3 or more
Unsuccessful Projects on Campus in last 3 years	None Allowed	None Allowed	None Allowed	None Allowed
Failure to comply with Prevailing Wage and/or Project Labor requirements	None Allowed	None Allowed	None Allowed	None Allowed
Withdrawn University Bid (with or without Bond forfeiture) within the last 3 years **	1 or less	1 or less	1 or less	1 or less
Company currently not in Chapter 11 of the US Bankruptcy Code	1 Year	2 Years	3 Years	3 Years

** Withdrawal of a bid is subject to the University suspension policy, for a period up to one year.

Contractors must complete the following information to determine their eligibility to participate in this bid. This information is required with your Bid to the University

Failure to complete this form in its entirety will result in your bid being disqualified.

Check one of the following on the makeup of your company:

_____ Corporation

_____ Individual

_____ Partnership

_____ Joint Venture

_____ Other (Explain below):

Diversity Classification: Please indicate the appropriate diversity classification for your company. The University recognizes the following groups as diverse or disadvantaged:

- Majority Owned _____
- Minority Business Enterprises (MBE) _____
- Women Business Enterprises (WBE) _____
- Disabled Veteran Enterprises (DVBE) _____
- Disabled Person Enterprises (DBE) _____
- Veteran Owned Businesses (VBE) _____



- Small Businesses per the US Small Business Administration (SBE) _____
- Other (Please Explain): _____

1. How many years has your organization been in business as a contractor? _____
2. How many years has your organization been in business under its present business name? _____
3. List states in which your organization is legally qualified to do business. _____

4. Provide the Name and Address of your Liability Insurance Carrier. _____

5. What is your current EMR Rating? _____
The minimum requirement is an EMR Rating of 1.0 or less for all projects. Bidders with a rating higher than 1.0 understand that their bid may be disqualified, at the sole discretion of the University.
6. What percentage of work performed on projects are by company employees; excluding any hired subcontracting and outsourced relationships, for the bid submitted? _____ %
7. What percentage of work performed on your companies behalf are by subcontracted business relationships; disallowing 1099 contracting work forces, for the bid submitted? _____ %
8. Have you ever failed to complete any work awarded to you? If so, attach a separate sheet of explanation. Include the name of the Project, the customer, the dates of the work, and the amount of the contract?
9. Have you withdrawn a bid after a University bid opening and/or refused to enter into a contract with the University upon notification of award within the last 3 years? If so, state the Project Name and Number, and the date of bid submission below.

10. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? If so, attach a separate sheet of explanation.

11. List the construction experience of the principals and superintendents of your company.
Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

12. List the construction Projects, and approximate dates, when you performed work similar in Scope to this project.



Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

13. List the construction Projects, and approximate dates, when you performed work similar in Dollar Amount to this project.

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

14. Is your Company "bondable"? Yes _____ No _____

15. What is your present bonding capacity? \$ _____

16. Who is your bonding agent?

NAME: _____

ADDRESS: _____

PHONE: (_____) _____

CONTACT: _____

17. Does your company agree to provide financial reports to the University upon request? Failure to agree may result in disqualification of your bid. Yes _____ No _____

18. Does your company agree that all of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement? Yes _____ No _____

19. Does your company agree to execute a contract containing the clauses shown in Section 00500 "Agreement Between Contractor and Owner for Construction"? Yes _____ No _____

If "No", clearly note any exceptions to any information contained in the contract documents and include with your proposal.

20. Did your company quote based upon **Prevailing Wage Rates**? Yes _____ No _____

21. Does your company agree to comply with the University **Smoke and Tobacco Free Policies**? Yes _____ No _____

Note: Contractors submitting proposals for this project may, at the discretion of the University, be required to submit references including contact information to be used to assist in the post bid evaluation process for the subject project

ACKNOWLEDGEMENT OF

The undersigned has read and understands the minimum qualifications



MINIMUM QUALIFICATIONS:

for University construction projects, and has completed the Prequalification section completely and accurately. The undersigned understands that a contractor, who fails to meet the minimum qualifications **in the category identified for this project, will be disqualified from consideration for the project.**

ACCEPTANCE OF PROPOSAL:

The undersigned agrees to execute a Contract, being the Wayne State University standard form titled "Agreement Between Contractor and Owner for Construction" (see section 00500 of the bid documents), provided that we are notified of the acceptance of our Proposal within sixty (60) days of the date set for the opening thereof.

The undersigned below understands that the bid will be disqualified if the Prequalification information above is not completed in its entirety.

NAME OF COMPANY: _____

OFFICE ADDRESS: _____

PHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

SIGNED BY: _____

Signature

(Please print or type name here)

TITLE _____

EMAIL ADDRESS: _____ @ _____



SCHEDULE D - SUMMARY QUESTIONNAIRE

	YES	ALTERNATIVE
1. Can your company commence on or before April 2017 and be completed by April 2018?	_____	_____
2. Does your company agree to provide a minimum of 3 references to the University upon request , with specific contact names and phone numbers?	_____	_____
3. Did you attend the mandatory Pre-Proposal meeting on January 10, 2017?	_____	_____
4. If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements?	_____	_____
5. Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, Schedule A?	_____	_____
6. Did your company complete and provide the Summary Price Schedule C , and submit it electronically to rfp@wayne.edu? (<i>Zip Files and Drop Box submissions are not acceptable</i>)	_____	_____
7. Does your company agree to enroll in our ACH payment program?	_____	_____
8. Did your company agree to guarantee to maintain a top priority for the UNIVERSITY?	_____	_____
9. Please complete the following questions:		
Total number of employees in your company	_____	
Total years in business with this company name	_____	
10. Does your company agree to provide financial reports to the University upon request?	_____	_____
11. Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?	_____	_____
12. Are there any conflicts of interest in doing business with the University?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13. Did your company provide a "Restricted Services" exhibit, EXHIBIT 1?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14. Does your company agree to provide a list of lost accounts in excess of \$25,000?	_____	_____
15. Did your company quote services at prevailing wage rates where applicable and clearly indicate such in your proposal?	_____	_____
16. If awarded an agreement as a result of this RFP, is your company willing to serve as a future credit reference for the University?	_____	_____
17. Does your company agree to comply with the University Smoke and Tobacco Free Policies?	_____	_____



18. 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 _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Company Name: _____

Signature _____

Typed Name _____

_____ (Title) _____ (Date)

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)**

REGISTRATION/INTENT FORM
RFP: Athletics Weight Room Design Build Services 2017 / Valerie Kreher

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, **January 10, 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, **January 9, 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 **January 10, 2017**

Location: **Academic Administrative Building**
5700 Cass Ave,
Conference Room 4002
Detroit, MI 48202

Time: **2:00 pm (EST)**

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.

Valerie Kreher
Senior Buyer



**APPENDIX 3
PREVAILING WAGE RATES**

(POSTED SEPARATELY)

See web site:

http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html



PREVAILING WAGE RATE SCHEDULE (revised 4-05-2010)

- A. See also Page 00100-4 Section 12.B
- B. Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than prevailing wage rates.
- C. The rates of wages and fringe benefits to be paid to each class of laborers and mechanics by each VENDOR and subcontractor(s) (if any) shall be not less than the wage and fringe benefit rates prevailing in Wayne County, Michigan, as determined by the United States Secretary of Labor. Individually contracted labor commonly referred to as "1099 Workers" and subcontractors using 1099 workers are not acceptable for work related to this project.
- D. To maintain compliance with State of Michigan Ordinances, Certified Payroll must be provided for each of the contractor's or subcontractor's payroll periods for work performed on this project. Certified Payroll should accompany all Pay Applications. Failure to provide certified payroll will constitute breach of contract, and pay applications will be returned unpaid, and remain so until satisfactory supporting documents are provided.

A Prevailing Wage Rate Schedule has been issued from the State of Michigan that is enclosed in this section

Additional information can be found on the University Procurement & Strategic Sourcing's web site at the following URL address:

<http://procurement.wayne.edu/vendors/wage-rates.php>

If you have any questions, or require rates for additional classifications, please contact:

Michigan Department of Consumer & Industry Services,
Bureau of Safety and Regulation, Wage and Hour Division,
7150 Harris Drive,
P.O. Box 30476,
Lansing, Michigan 48909-7976

http://www.michigan.gov/dleg/0,1607,7-154-27673_27706---,00.html

E. Wayne State University's Prevailing Wage Requirements:

When compensation will be paid under prevailing wage requirements, the University shall require the following:

- D. The contractor shall obtain and keep posted on the work site, in a conspicuous place, a copy of all current prevailing wage and fringe benefit rates.
- E. The contractor shall obtain and keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each laborer and mechanic employed in connection with this contract.
- F. The contractor shall submit a completed certified payroll document [U.S. Department of Labor Form WH 347] verifying and confirming the prevailing wage and benefits rates for all employees and subcontractors for each payroll period for work performed on this project. The contractor shall include copies of pay stubs for all employee or contract labor payments related to Wayne State University work. The certified payroll form can be downloaded from the Department of Labor website at <http://www.dol.gov/whd/forms/wh347.pdf>.
- G. A properly executed sworn statement is required from all tiers of contractors, sub-contractors and suppliers which provide services or product of \$1,000.00 or greater. Sworn statements must accompany applications for payment. All listed parties on a sworn statement and as a subcontractor must submit Partial or Full Conditional Waivers for the amounts invoiced on the payment application. A copy of the acceptable WSU Sworn Statement and Waiver will be provided to the awarded contractor.



- H. Apprentices for a skilled trade must provide proof of participation in a Certified Apprenticeship Program and the level of hours completed in the program.
- I. Daily project sign-in sheets and field reports for the project must be turned in weekly.

Note: Contractor invoices WILL NOT be processed until all listed certified payroll documents are received.

- G. If the VENDOR or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within 10 days after notice to do so by the UNIVERSITY, the UNIVERSITY shall have the right, at its option, to do any or all of the following:
 - 1. Withhold all or any portion of payments due the VENDOR as may be considered necessary by the UNIVERSITY to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this contract and the actual wages and fringe benefits paid.
 - 2. Terminate this contract and proceed to complete the contract by separate agreement with another vendor or otherwise, in which case the VENDOR and its sureties shall be liable to the UNIVERSITY for any excess costs incurred by the UNIVERSITY.
 - 3. Propose to the Director of Purchasing that the Vendor be considered for Debarment in accordance with the University's Debarment Policy, found on our website at <http://procurement.wayne.edu/docs/appm28.pdf>

Terms identical or substantially similar to this section of this RFP shall be included in any contract or subcontract pertaining to this project.
- H. The current applicable prevailing wage rates as identified by the State of Michigan Department of Consumer & Industry Services, Bureau of Safety and Regulation, Wage and Hour Division are attached. Refer to item C above if additional information is required.
- I. Prior to award of the project, the apparent low bidder will be required to produce a schedule of values which will include the proposed subcontractors for each division of work and whether the subcontractor is signatory or non-signatory. A letter of intent or **contract will not** be issued to the apparent low bidder until this document is provided. The apparent low bidder will have one week to produce this document. If the required document is not received within this time, the bidder will be disqualified, and the next low bidder will be required to provide this schedule of values.

APPENDIX A FOR THE STATE PREVAILING WAGE SCHEDULE FOR THIS PROJECT

**See web site:
http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html**



APPENDIX 4

DRAWINGS

See web site:

http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html



APPENDIX 5

**AGREEMENT BETWEEN THE UNIVERSITY
AND CONTRACTOR
FOR CONSTRUCTION SERVICES**



WAYNE STATE UNIVERSITY

AGREEMENT BETWEEN THE UNIVERSITY AND CONTRACTOR FOR CONSTRUCTION SERVICES

Executed as of the _____ day of _____, 2015 by and between:

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

and

CONTRACTOR'S_NAME
CONTRACTOR'S_ADDRESS

regarding

PROJECT_NAME
PROJECT_LOCATION
CONTRACT_NUMBER



In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

I. Article 1 - Scope of Work
A.

- 1.1 This Agreement provides for "(Enter a one or two-sentence description of the project)". The documents listed in Article 4 fully define the scope of work.
- 1.2 The Contractor shall furnish all the labor, materials, equipment, services, and supervision to perform all the work shown on the drawings and specifications listed in Article 18, including any addenda issued during the bid phase, and approved change orders issued during the construction phase.
- 1.3 The Contractor shall notify the University in writing within five (5) calendar days when the Contractor discovers any condition that will affect the contract amount or the completion date.

Article 2 - Time of Completion

1.

- 2.1 The work to be performed under this Agreement shall commence upon the Contractor's receipt of a fully-executed Agreement, and substantial completion shall be achieved by Month_Day_Year.

Article 3 - The Contract Sum

2.

- 3.1 The University shall pay the Contractor a "lump sum/not-to-exceed (pick one)" amount of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) for the performance of all work associated with the Contractor's Base Bid "and Alternates (List)".
- 3.2 The University may, at its sole discretion, during the life of the contract, award the following alternates at the amounts indicated: "(If section 3.2 is not used, delete all text and enter Deleted"

<u>Description</u>	<u>Amount</u>
a)	Alternate <input type="checkbox"/>
b)	Alternate <input type="checkbox"/>
c)	Alternate <input type="checkbox"/>

- 3.3 In the event additional work becomes necessary, the following unit prices will apply: "(If section 3.3 is not used, delete all text and enter Deleted"

<u>Work/Item</u>	<u>Unit Price</u>
1.	
2.	
3.	

Article 4 - The Contract Documents

3.

- 4.1 The Contract Documents shall consist of this Agreement, the drawings and specifications as listed in Article 18, the General Conditions of the Contract for Construction as defined by AIA Document A201 1970 Edition, except as otherwise provided herein, and Wayne State University's Supplementary General Conditions 1997 Edition.
- 4.2 For any inconsistencies found among or between these Contract Documents, the language contained in this Agreement shall prevail over all other documents and the Supplementary General Conditions shall prevail over the General Conditions. In the event of a conflict between the Drawings and Specifications, the requirement for the higher quantity and/or higher quality shall prevail.



II.

III. Article 5 – Examination of Premises

1.

- 5.1 The Contractor acknowledges that the University provided the opportunity for a thorough examination of the project site and its surroundings and that the Contractor knows of no conditions preventing accomplishment of the full scope of work within the time and for the amount specified in this Agreement.
- 5.2 The University will deny all claims for additional time and/or cost for conditions that could have been reasonably discovered during such an examination.

Article 6 - The Architect/Engineer

- 6.1 The Architect/Engineer for this project is: "(List the Architect and Engineer separately if appropriate)"

Architect's/Engineer's Firm Name
 Street Number and Street Name
 Suite or PO Box
 City, State, Zip
 Phone No. /FAX No.

- 6.2 The University will appoint a Project Manager who will be the University's point of contact for all matters of contract administration including, but not limited to, interpretation of documents, defining the scope of work, approving work schedules, and approving contract payments.

Article 7 - Additional Work

B.

- 7.1 The University reserves the right to let other Agreements in connection with this work. The Contractor will afford other Contractors or the University's own workforce reasonable opportunity for the delivery and storage of their material and for the performance of their work and shall properly connect and coordinate its work with theirs.
- 7.2 If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor or the University's own workforce, the Contractor shall inspect and promptly report to the University's Project Manager any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the work of others as fit and proper for reception of the Contractor's work and as a waiver of any claim or defense against the University or other contractor which relies in whole or in part upon the contention that such work was unsuitable for proper execution and resolution.

IV. Article 8 – Dispute Resolution

1.

- 8.1 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. Specifically, all references to Arbitration contained in the General Conditions are superceded by this Article.

- 8.2 In any claim or dispute by the Contractor against the University, which cannot be resolved by negotiation, the Contractor 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 Contractor and is final unless it is challenged by the Contractor by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision. The Contractor agrees that appeal to the Vice President is a condition precedent to filing



suit in the Michigan Court of Claims.

8.3 For purposes of this section, the "end of negotiations" shall be deemed to have occurred when:

8.3.1 Either party informs the other that pursuant to this section, negotiations are at an impasse; or

8.3.2 The Contractor submits the dispute in writing to the Vice President.

8.4 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 Contractor 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 9 - Termination for Convenience

2.

9.1 Upon thirty days written notice to the Contractor, the University may, without cause and without prejudice to any other right or remedy of the University, elect to terminate the contract. In such case, the Contractor shall only be paid (without duplication of any items), using a Close out Change Order, for the following:

9.1.1 For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

9.1.2 For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, including fair and reasonable sums for overhead and profit on such expenses.

9.2 The Contractor shall not be paid on account of loss of anticipated profits or revenue, delay or disruption, or other economic loss arising out of or resulting from such termination. For purposes of this section, "fair and reasonable sums for overhead and profit" shall be determined by reference to Michigan law, without reference to principles used for such determinations in arbitration.

Article 10 - Progress Payments

3.

10.1 On or before the 20th day of each month, the Contractor shall submit a written application for payment, using form AIA G702, to the Architect/Engineer and the University's Project Manager for review. The Architect/Engineer shall have ten (10) calendar days to accept or reject the Contractor's application for payment. Acceptable applications for payment shall then be submitted to the University for Payment of authorized amount(s) within thirty (30) calendar days of receipt by the University's Project Manager.

10.2 The application for payment shall contain a full schedule of values organized and sorted by subcontractor, by Construction Specifications Institute standard work categories, or in another format acceptable to the University.

10.3 Monthly progress payments shall show the percentage of work installed as of the date of the application, less amount previously installed and the amount due for the application period. The Contractor shall deduct a 10% retainage from the balance due for each progress payment and indicate the net amount due on each



application.

- 10.4 When 50% of the work associated with this Agreement is installed, the Contractor shall not deduct additional retainage from the balance due from the University. When substantial completion is achieved and acknowledged by the Architect/Engineer, the Contractor and the University in writing, the University shall remit to the Contractor all but 2% of the retainage. The remaining 2% shall be retained by the University until the final payment is authorized and remitted to the Contractor.

Article 11 - Acceptance and Final Payments

4.

- 11.1 Final payment shall be due thirty (30) days after the completion of the work, including all punch list items, provided the work is fully completed and the Agreement fully performed.
- 11.2 Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect/Engineer shall promptly inspect the work. When the Architect/Engineer concludes that the work is acceptable and the Agreement to be fully performed, the Architect/Engineer shall promptly issue a final certificate with an original signature, stating that the work provided is complete and acceptable and that the entire remaining balance found to be due the Contractor shall be remitted by the University once the final application for payment is received.
- 11.3 If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect/Engineer so certifies, the University shall, upon certificate of the Architect/Engineer, and without terminating the Contract, make payments of the balance due for that portion of the work fully completed and accepted. Such payments shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Article 12 - Non-Discrimination

5.

- 12.1 The Contractor agrees that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, age, national origin, or ancestry. Breach of this covenant may be regarded as material breach of this Agreement.
- 12.2 The Contractor further agrees that it will, in all subcontracts relating to the performance of the work under this Agreement, provide in its subcontracts that the subcontractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, age, color, religion, national origin or ancestry. Breach of this covenant may also be regarded as a material breach of this Agreement.

Article 13 – Laborers and Mechanics

- 13.1 All laborers and mechanics must be covered by Worker's Compensation and Employer's Liability Insurance as required by Federal and Michigan law. The Contractor shall also require all of its Subcontractors to maintain this insurance coverage.
- 13.2 The Contractor acknowledges and shall abide by the University's prohibition on use of 1099 independent contractors and owner / operator business entities. The Contractor shall ensure that all classifications of laborers and construction mechanics performing Work on the Project job site are employees of the Contractor or any Trade Contractor for any tier thereof, and that each worker is covered by workers compensation insurance

Article 14 - Prevailing Wages

6.

- 14.1 The Contractor and each subcontractor shall pay to each class of mechanics and laborers not less than the



wage and fringe benefit rates prevailing in the Detroit Metropolitan Area, as determined by the Michigan Department of Licensing and Regulatory Affairs, Department of Wage and Hour.. The Contractor shall post on site, in a conspicuous place, a copy of all applicable wage and benefit rates, and shall provide the University with a copy of the applicable wage and benefit rates.

14.2 The Contractor and each subcontractor shall keep an accurate record showing the name and occupation of and the actual benefits and wages paid to each laborer and mechanic employed in connection with this contract. The Contractor and each subcontractor shall make certified payroll records available to the University's representatives upon request.

14.3 If a Contractor or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within ten (10) days after notice to do so by the University, the University shall have the right, at its option, to do any or all of the following:

14.3.1 Withhold all or any portion of payments due the Contractor as may be considered necessary by the University to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this Agreement and the actual wage and fringe benefits paid.

14.3.2 Terminate part or all of this Agreement or any subagreement and proceed to complete the Agreement or subagreement by separate agreement with another Contractor or otherwise, in which case the Contractor and its sureties shall be liable to the University for any excess costs incurred by the University.

14.4 The Contractor shall include terms identical or substantially similar to this section in any Agreement or subagreement pertaining to the project.

Article 15 - Save Harmless

15.1 The Contractor shall indemnify, defend and hold harmless the University, its agents and employees from any and all loss, damage, claims, and causes of action whatsoever, including all costs, expenses and attorneys' fees arising out of Contractor's performance of obligations under the terms and conditions of this agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the negligence of the University, its agents other than the Contractor, or its employees.

VI. Article 16 - Liquidated Damages

1.

16.1 It is understood and agreed that, if the project is not completed within the time specified in the Agreement plus any extension of time allowed pursuant thereto, the actual damages sustained by the University because of any such delay will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by the University would be the sum of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) per day. Therefore, the Contractor shall pay as liquidated damages to the University the sum of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) per day for each day's delay in substantially completing said project beyond the time specified in this Agreement and any extensions of time allowed thereunder.

"ENTER N/A FOR ABOVE AMOUNT IF NO LIQUIDATED DAMAGES"

Article 17 - Interpretation

2.

17.1 This Agreement shall be interpreted and construed according to the laws of the State of Michigan.

17.2 If one part of this Agreement is found to be void by legal or legislative action, the remainder of the contract remains in full effect.

Article 18 - Drawings and Specifications



18.1 The Technical Specifications and the Project Manual dated **SPECIFY DATES**, and the following List of Drawings represents the scope of work as defined in the Contract Documents from Article 4.

<u>Drawing No.</u>	<u>Description</u>	<u>Dated</u>
--------------------	--------------------	--------------

Sample



IN WITNESS WHEREOF the parties to these presents have hereunto set their hands as of the day and year first written above.

Signed, sealed and delivered
In the presence of:

CONTRACTOR'S NAME GOES HERE

By _____
Signature

Please print name here

Date signed

Title

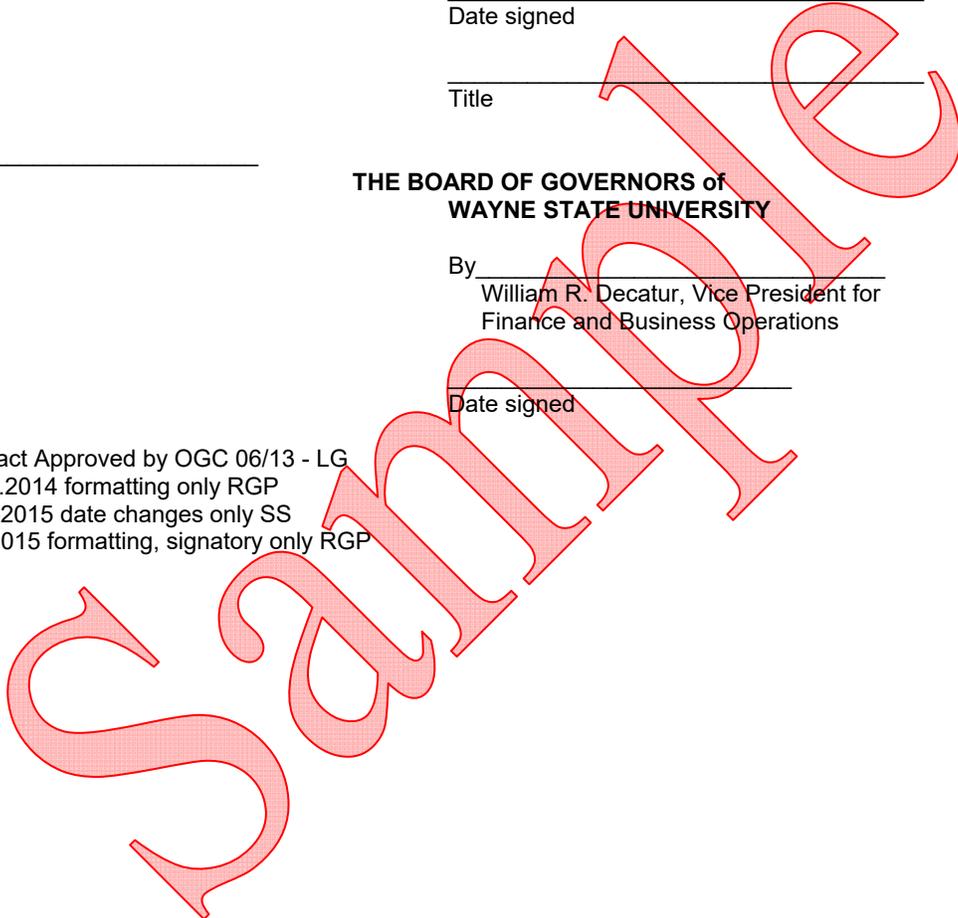
Witness

**THE BOARD OF GOVERNORS of
WAYNE STATE UNIVERSITY**

By _____
William R. Decatur, Vice President for
Finance and Business Operations

Date signed

Form Contract Approved by OGC 06/13 - LG
Rev. 5-6.30.2014 formatting only RGP
Rev.6-1-15-2015 date changes only SS
Rev.7-7-1-2015 formatting, signatory only RGP





FORM OF GUARANTEE

PROJECT: (Project Name)

OWNER: BOARD OF GOVERNORS, WAYNE STATE UNIVERSITY

CONTRACTOR: _____

DATE: _____

Know all men by these presents that, in consideration of my (our) having been awarded the Contract or Subcontract for complete furnishing and installation of:

(Project Name) ((Project No.))

For: **Board of Governors, Wayne State University**

In conformity with drawings and specifications prepared by Architect or Engineer, **(Architect Name)**, and known as the buildings indicated above, I (we) do hereby agree that, should I (we) be notified that the said work has proved faulty, etc., that I (we) will return to the buildings within three (3) working days of the receipt of such notice, and will furnish the necessary labor and material to repair such work to the satisfaction of the Owner and without cost to the Owner.

The Agreement shall remain in full force and effect **for a one year period (DATE TBD)**

WITNESS:

signed: _____
Subcontractor

by: _____

address: _____

city/state/zip: _____

signed: _____
General Contractor

by: _____

(THIS FORM TO BE FILED IN DUPLICATE.)



Sample