



**WAYNE STATE  
UNIVERSITY**

**REQUEST FOR PROPOSAL**

**PROFESSIONAL DESIGN SERVICES  
FOR THE  
UNIVERSITY ART COLLECTION GALLERY  
PROJECT NO. 196-328339**

**October 14, 2019**

**Requested by:**



**Wayne State University  
Procurement & Strategic Sourcing**

**5700 Cass Avenue  
Suite 4200  
Detroit, Michigan 48202**

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**Invitation - Registration/Notice of Intent**

Wayne State University (“WSU”) invites selected Design Professionals (“Responders”), to submit competitive proposals in accordance with the requirements of this Request for Proposal (“RFP”) for the provision of **Professional Design Services**.

Your company has been selected to participate in a “Request for Proposal” (RFP) process to provide these services based upon your experience and/or ability to successfully perform the professional design services outlined herein. The objective of this process is to standardize service delivery within this project and to identify a firm who will provide the optimum mix of quality, service, experience and cost opportunities for these rendered services.

We have established the following action plan and provided instructions, to assist you in completing this RFP process in a timely manner.

**RFP Submittal Instructions:**

Please read the RFP carefully and follow all instructions given.

If you are interested in participating in this process, please use our online registration form at [http://forms.procurement.wayne.edu/Building\\_Design.html](http://forms.procurement.wayne.edu/Building_Design.html) and no later than **Monday, October 21, 2019 by 5:00 p.m. EST**. Use this form to indicate your attendance at our mandatory pre-proposal meeting to be held on, **Tuesday, October 22, 2019 at 9:00 a.m. EST** and your intent to submit a proposal for the services listed. To participate, it is MANDATORY that you and/or responsible representatives of your organization attend our pre-proposal conference (Walkthrough Tour/Q & A session) to be held at the University Services Building located at 5454 Cass Avenue, Detroit, MI 48202 in Conference Room 3.

By returning a completed submission, you stipulate that you have answered the enclosed questions completely, accurately and agree to abide by the general terms and conditions stated therein. To be considered, you must return your completed proposal in accordance with the schedule outlined in **§ 3 - Critical RFP Dates and Deadlines**.

Your participation in this process is appreciated. We respectfully request that you do not contact any other WSU personnel regarding questions about this RFP.



## **§ 1. Project Description**

Wayne State University (“WSU”) is seeking Professional Design Services for the renovation of the University Art Collection Gallery (the “Art Gallery”). This space envisions the transformation of the traditional “white box gallery” format into a dynamic, flexible platform that encourages the free exchange between the visual, literary, and performing arts while simultaneously providing a space for scholarly research and peaceful contemplation. The goal is to transform this extraordinary historic garage space, originally part of the Cadillac Sales and Service Building designed by Albert Kahn in 1920, into a catalytic exhibition space for community engagement.

Guided by the principles that original works of art can be a vital component of higher education, the University Art Collection enhances the academic and life-long learning experiences of students, staff, and the community. Its permanent collection includes over 6,000 pieces highlighting works by Detroit and other regional artists created during the 20<sup>th</sup> and 21<sup>st</sup> centuries. It contains the largest and most comprehensive collection of artworks by the famed Cass Corridor artists, known as Detroit’s first avant-garde counterculture movement of the 1960s through 1980s. The scale and medium of the works in the collection are diverse, ranging from large-scale monumental sculptures made of found industrial objects to small delicate works on paper.

The Art Gallery, located at 6001 Cass Avenue, Detroit, MI 48202, consists of approximately 6,000 square feet of leased space on the ground floor within a historic, multi-tenant building. The one-story space shares a main building entrance, hallway, and common area restrooms with other tenants. Consideration should be made to preserve and highlight the interior architectural features and finishes contained within the space including exposed steel roof trusses, terrazzo flooring and white glazed brick. Currently utilized as a construction laydown area, WSU will receive the space in “white box” condition from the landlord.

Program Elements should include, but are not limited to:

- Spaces that best highlight contemporary art through proportion, light, and flexible use of space with a consideration to collection preservation and conservation.
- Flexible space for changing exhibitions and programming through a system of moveable partition walls and lighting.
- Spaces and infrastructure for digital- and technology-based artwork mediums.
- Designed infrastructure that embraces and highlights the raw and unfinished character of the historic building.
- Highly visible and exciting entryway experience to both the building’s shared entrance and main entrance into the gallery space.
- Gallery staff office and collaborative huddle spaces for collections care staff and students.
- Reading and study room for researchers.
- Storage for exhibition crates, pedestals, and other installation equipment.
- Loading access to overhead door for delivery, unloading, and reloading of exhibits and equipment isolated from the interior art gallery space.
- Reimagined multifunctional and pedestrian-friendly alleyway.
- Coordination with landlord utilities and MEP infrastructure and capacities for the space.
- Parking adjustments.

Please refer to §17 for complete details regarding the Design Professional scope and deliverables.



## **§ 2. Conditions and Notices to Responders**

- A. **Confidentiality of Proposal.** The RFP is Confidential Information. No part of this publication may be reproduced, transmitted, transcribed, stored in a retrieval system, or translated into any language in any form by any means without the written permission of WSU.
- B. **Selection Criteria.** Responders are advised that WSU shall make selections based on its determination of which suppliers can offer the optimum value proposition. This value proposition is a combination of price, terms, quality, functionality and service capability.
- C. **Document Ownership.** The RFP documents and all copies thereof are strictly confidential and the property of WSU. WSU is not obliged to return Responder proposals and related documents.
- D. **RFP is Not a Contract.** Acceptance of a proposal does not commit WSU to award a contract to any Responder, regardless of whether the proposal meets all the requirements stated in this RFP, nor does it limit WSU's right to negotiate in its best interests. WSU reserves the right to reject any or all proposals and price quotations received for any reason whatsoever. Neither the receipt of any proposal, nor failure to reject any proposal shall impose any legal obligation on WSU.
- E. **Right to Terminate RFP process.** WSU reserves the right to terminate the entire RFP process at any time without incurring any liability.
- F. **Exceptions/Limitations.** If a Responder is unwilling or unable to meet any RFP requirement, an explicit statement to that effect must be made in the proposal as an exception/limitation.
- G. **Liability for Costs.** During the RFP process, responders will incur certain costs associated with and related to the RFP process; WSU shall not be liable for any such costs. WSU accepts no liability for any costs incurred by Responders in generating their responses to the RFP, any cost incurred by Responders carrying out due diligence, any Responder costs relating to providing any additional information or demonstrations, and any Responder cost relating to any subsequent negotiations with WSU. Throughout the RFP process, Responders shall provide any assistance that may be required, at no cost. No statement by WSU should be viewed as a request or justification to increase or change inventory, staff, facilities, and business relationships, or internal business processes.
- H. **Non-Binding Projections.** Any projections and quantities included in this RFP or within subsequent projects or orders are non-binding. WSU may change its projections and quantity estimates as necessary during the RFP process.
- I. **Non-Exclusivity.** Any contracts that result from this RFP are non-exclusive and contain no mandatory volume/expenditure requirements. WSU reserves the option to conduct business with more than one supplier for the same services and or commodities.
- J. **No Warranty of Information.** The information is provided for indicative purposes only and it is the Responder's sole responsibility to undertake whatever investigation and due diligence it needs to carry out to verify the accuracy of any information provided or received relating to the RFP, the due diligence process or otherwise. It is understood that Responder shall inform WSU of all investigations and due diligence activities it shall perform; furthermore, Responder shall request WSU's authorization including but not



limited to when contacting landlord, accessing the building or requesting building services, contacting the building department or city agencies as related to the project.

- K. **Validity Period.** Proposed prices will be guaranteed for the duration of the RFP and for at least 120 days following the delivery of Responder’s proposal.

**§ 3. Critical RFP Dates and Deadlines**

Event	Deadline or Date of Event
Issue Design Professional RFP	10/14/2019
Registration/Intent to Bid Notification	10/21/2019 @ 5:00 PM EST
<b>Mandatory</b> Pre-Proposal Meeting	10/22/2019 @ 9:00 AM EST
Final Day / Deadline for questions	10/25/2019 @ 12:00 PM EST
Deadline for proposal submission	11/04/2019 @ before 2:00 PM EST
Short List Announced	On or around 11/15/2019
Presentations/Interviews	Week of December 9, 2019
Select Design Professional	On or around December 18, 2019

**RFP Procedure and Requirements**

**§ 4. Introduction**

- A. **Information.** This RFP outlines the information required from Responder for Responder to be considered as a potential provider of all requested services to WSU. The terms “Company”, “Responder” or “Supplier” as used in this RFP, shall mean any person or Firm submitting a proposal in response to this RFP.
- B. **Proposal Format.** The following sections provide the mandatory format, instructions and procedures for preparing and submitting responses to the RFP. Each Responder **must** provide every component listed in the order shown in this RFP, using the format prescribed for each component.
- C. **Proposal Completeness.** Each proposal must contain a detailed description of how the Responder will provide each of the services outlined in this RFP and sufficient information to permit WSU’s evaluation of Responder’s capabilities and pricing. In addition, the responses should follow the order of the RFP questions, providing detailed answers to each question which will enable the project team to review the proposal completely and efficiently.
- D. **Proposal Exceptions.** Any exceptions, conditions, liabilities, or limitations Responder’s organization may have to any of the requirements of this RFP should be identified in the relevant section. Appropriate attachments and supporting documentation such as diagrams, flow charts, specifications, detailed configurations annual reports, etc. should be provided where requested and as necessary, in electronic format whenever possible.
- E. **Proposal Innovation.** This RFP is open to innovative and creative responses. Any ideas that would make attainment of WSU’s stated objectives simpler, more efficient, and/or cost effective are expected and will be gladly accepted. Responder is encouraged to respond to this RFP with creative ideas regarding product, process and systems if the RFP requirements in this Section are also met.



- F. **No Liability.** All Responders are advised to thoroughly read and examine all RFP documents which are provided by WSU. WSU accept no responsibility or liability for details assumed or conclusions drawn from information supplied in such documents.
- G. **No Claims of Ambiguity.** All Responders shall be deemed, by the submission of their proposal, to have fully understood the objectives of the RFP. Any claims of ambiguity after any resulting contract award is made shall not be accepted.
- H. **FOIA.** 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.

#### **§ 5. Registration/Intent to Bid**

- A. If you are interested in participating in this process, please use our online registration form at, [http://forms.procurement.wayne.edu/Building\\_Design.html](http://forms.procurement.wayne.edu/Building_Design.html) and no later than **Monday, October 21, 2019 by 5:00 p.m. EST.**
- B. Use this form to indicate your attendance at our mandatory Pre-proposal meeting and your intent to submit a proposal for the services listed.

#### **§ 6. Mandatory Pre-Proposal Meeting**

- A. To participate, it is MANDATORY that you and/or responsible representatives of your organization attend our pre-proposal meeting (Tour/Q & A session).
- B. **Date & Time:** Mandatory pre-proposal meeting to be held on **Tuesday, October 22, 2019 at 9:00 a.m. EST.**
- C. **Location:** Mandatory pre-proposal meeting will be located at the University Services Building located at 5454 Cass Avenue, Detroit, MI 48202 in Conference Room 3.

#### **§ 7. Proposal Requirements**

- A. Information:
  - a. All firms responding to this RFP must submit complete responses to the applicable information requested in this section and clearly note any exceptions to any information contained in the RFP. Proposals are limited to 30 pages total, one sided, and eleven (11) point font. (This is inclusive of all required documents and schedules and any optional material included at the discretion of the respondent, but tab sheets and the cover pages do not count in the overall document count.) Proposals will be evaluated based upon the selection criteria presented in Section 13. Proposals must present information in a clear and concise manner, following the format indicated below:
- B. Executive Summary:
  - a. Provide a one-page summary describing your understanding of the project, what unique qualities differentiate your firm from others responding to this Request for Proposal. List all team members by firm name and define their roles for this project. Describe in summary fashion the experience your team has with projects

similar to the proposed Art Gallery Renovation, by indicating the use, quantity and cost relative to a timeframe (for example, note actual sitework projects and building types completed over the past three years, with an average project cost of **\$1 to 2 million each**).

C. Firm Contact Information and Firm Overview:

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

D. Experience:

- a. Evidence of previous experience with projects similar in nature and completed within similar environments will be heavily weighted in the selection criteria.
  1. Space programming for museums and archives
  2. Environmental controls for the preservation of various exhibit mediums
  3. Flexible lighting systems for exhibit displays and conservation of artwork
  4. Fire protection systems for museums and galleries
  5. Acoustical and sound attenuation systems
  6. Audio and visual design for digital media exhibits and displays
- b. Demonstrated expertise and experience in sustainable design practices. Identify experience in utilizing an integrated design approach, life cycle cost analysis, and other practices used by your firm in meeting sustainable design goals. Identify participating team members with appropriate experience, including LEED/Sustainable Design experience.
- c. Identify five of the most recent projects, within the past 5-7 years, similar to the proposed Art Gallery Renovation in which your firm has provided Architectural/Engineering services. The following information is requested on each project: (Limit: 2 pages per project)
  1. Owner name and address
    - i. Name of parent system, if applicable
    - ii. Profit or non-profit status
    - iii. Completion date and/or status of project
  2. Project description (new construction and/or renovation; identify major elements of project and/or unique features)
  3. Project size (number of square feet, separate new construction from renovation)
  4. Lead design architect for your firm and other key personnel involved in the project
  5. Client reference (name, position, address and telephone number)
  6. Describe how your firm worked collaboratively with multiple stakeholders to ensure all project requirements were achieved.
  7. Project Budget
    - i. Initial Budget
    - ii. Final Budget
    - iii. Variance (%)
  8. Photographs and plans, diagrams and other graphic materials for the five recent projects described in the Proposal.
  9. Provide three (3) examples (narratives and illustrations) of solutions to project challenges which are representative of your team's creativity. (Limit: 2 pages per example)

- E. Team:
  - a. Identify your company’s proposed project team. Include the staff qualifications, biographies, roles and responsibilities that make them ideal candidates for project.
  
- F. Approach:
  - a. Describe your team’s project approach defining all consultants and their level of involvement, methods of obtaining an understanding of the project and interacting with the project stakeholders and the challenges anticipated in performing the requested services. What distinguishes your team from your competition? What makes your team the best qualified to design these projects for the university?
  
- G. Minority, Woman and Physically-Challenged Owned Business Enterprises (M/W/DBEs)
  - a. Specify in your proposal whether ownership of your company is a certified M/W/DBE.
  
- H. Proposed Fee:
  - a. Using the level of effort work plan provided, (Exhibit “B”), indicate proposed fees to complete the work as defined on the worksheet. Include billing rates for all personnel who will work on this project along with estimated hours for each. Identify a line item for estimated reimbursable expenses that is to be included in the total project cost. List and define any other assumed fees, including specialty consultants. Total ALL expenses and hours for the project. The University will not be responsible for math errors made by the vendor.
  - b. Specify whether the fee covers all services outlined in this RFP. Proposals should list any items excluded from the services proposed. Proposals should also list those services that should be made a part of this scope of work but were not requested by the University. In the latter case, provide a proposed fee(s) for those services.

**§ 8. WSU Representative(s)**

**A. During the RFP process (from the date of issue through the date of contract award or other final decision) Robert Kuhn (WSU) shall serve as the Primary Representative on behalf of WSU and shall be the sole source of official information regarding this RFP. There should be no direct contact to any other staff at WSU. Representatives as listed below.**

Description	Primary Representative	Secondary Representative
Name:	Robert Kuhn, Sr. Buyer	Robin Watkins
Company:	WSU	
Street:	5700 Cass Avenue, Suite 4200	
City, State, Zip:	Detroit, MI 48202	
Phone:	313.577.3712	313.577.3739
E-mail Address:	<a href="mailto:ac6243@wayne.edu">ac6243@wayne.edu</a>	<a href="mailto:ag5343@wayne.edu">ag5343@wayne.edu</a>



### **§ 9. Questions**

- A. **Question submission.** All questions or requests for clarification regarding this RFP must be submitted in electronic format via email to and received by the WSU Representative(s) no later than **12:00 pm EST, Friday, October 25, 2019.**
- B. **Question sharing.** WSU will distribute all questions and responses with all Responders.
- C. **Walkthrough.** Responders are encouraged to walk the site to verify existing conditions. This walkthrough will be held directly after the pre-proposal meeting on **Tuesday, October 22, 2019.**

### **§ 10. Proposal Delivery**

- A. **Proposals Due:** Proposals for Design Professional Services will be received at the office of the Procurement & Strategic Sourcing by electronic submission on **Monday, November 4, 2019, until 2:00 p.m. EST.**
- B. **Proposal Submission Link:** The link for proposal submission will be posted with the proposal details at <http://go.wayne.edu/bids> beginning **October 14, 2019.**
- C. Vendors are strongly encouraged to combine documents into one PDF for the ease of distribution within the University, and to ensure no portion of your response is inadvertently omitted in transmission to the University or internally to the end user department.
- D. The electronic submission should be limited to no more than one of each of the following file types: one PDF document, one Word Document, or one Excel Workbook, with a total file size less than 20 megabytes. If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your proposal. If you do not receive an auto-reply message, check the address you used and resubmit your proposal.
- E. All inquiries regarding this RFP shall be made in writing and submitted by e-mail to Robert Kuhn at [ac6243@wayne.edu](mailto:ac6243@wayne.edu) and copied to Robin Watkins at [ag5343@wayne.edu](mailto:ag5343@wayne.edu) prior to the deadline stated in the project schedule.
- F. **Economy of preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Responder's offer to meet the requirements of the RFP. Expensive displays, bindings or promotional materials are neither desired nor required. However, these instructions are not intended to limit a proposal's content or exclude any relevant or essential data.

### **§ 11. RFP Changes/Proposal changes**

- A. **RFP Changes.** If it becomes necessary to modify the RFP, WSU shall provide such changes in writing via email to all Responders who have registered to attend the pre-proposal meeting. Responder shall acknowledge, via return e-mail, receipt of all amendments, addenda and changes issued regarding this RFP.
- B. **Proposal Changes.** Changes in Responder's proposal will be accepted if they are received



by the deadline for RFP responses. Proposal changes must be submitted following the §10 Proposal Delivery instructions. However, if WSU modifies the RFP WSU shall notify Responders of the new deadline to submit revised proposals.

- C. **Proposal Withdrawal.** Responder may withdraw his/her proposal after it has been submitted, if such a request is made in writing with a clear explanation for the withdrawal prior to the deadline for RFP submission.

### **§ 12. In-Person Interviews**

- A. **Participation.** After the submission date, WSU may require Responder to participate in an in-person interview regarding its proposal. Only those Responders that submit proposals that, in WSU's sole discretion, effectively address the requirements of this RFP, shall be invited to participate in such interviews.
- B. **Interview date and venue.** Interview location is still being determined. Notification of specific times will be communicated by email after RFP responses are received and evaluated to determine the shortlist.

### **Proposal Evaluation**

### **§ 13. Evaluation Criteria**

- A. WSU may award the contract to the Responder who best meets the terms and conditions of the RFP and is capable of supplying WSU with high quality services, for a competitive price (best value). WSU's evaluation will be based on Responders' proposals and interviews in their entirety, including information and/or factors gathered during related meetings and discussions, and/or subsequent information obtained from other sources including any reference checks.
- B. The selection committee will review and consider the following, which includes, but is not limited to (these criteria are listed in no particular order):
- i. Accurate and specific responses to all requests for information as outlined in this RFP.
  - ii. The quality and comprehensiveness of responses from interviews for short listed teams.
  - iii. The quality and comprehensiveness of the project approach as presented in the RFP and interviews.
  - iv. The qualifications and experience of the proposed project team (firms and individuals).
  - v. Demonstration of the firm's ability to successfully deliver the project recognizing the aggressive schedule.
  - vi. Checks of references provided by the firm.
  - vii. Fees and schedule will be considered to determine the best value for the University.
  - viii. Exceptions to Appendix 4 - WSU - Contract for Professional Services.
  - ix. Unique aspects of the firm or team that would add value to this specific project.
  - x. Demonstrated estimating services capability/accuracy (Budget to actual outcome)



of past projects).

- C. The University reserves the right to request additional information at any time during the selection process.
- D. Following the evaluation of the proposals, the development of a “short list” maybe compiled, those respondents may be invited to attend a formal interview meeting with selected university representatives to facilitate a final selection of the design firm.

#### **§ 14. Negotiation Phases**

- A. **Concurrent negotiations.** WSU reserves the right to negotiate with more than one Responder at the same time, and to terminate negotiations at any time with any or all of the Responders without incurring any liability.

#### **§ 15. Contract**

- A. **Contract review.** Responder is required to examine “Appendix 4 - WSU - Contract for Professional Services” and clearly indicate and provide red-lined comments for the clauses to which it won’t agree. Generic comments like “agree with exceptions” will not be accepted. Responder must provide alternative verbiage that illustrates its required terms and conditions.
- B. **The review of the contract performed by Responder shall not be unilaterally modified, and all accepted clauses shall not be subject to further discussion. Please provide comments to the proposed “Appendix 4 - WSU - Contract for Professional Services” in your bid proposal to be submitted on November 4, 2019.**
- C. **Contract negotiations.** The final terms of any resulting contract may be negotiated with the selected Supplier(s) after the RFP process, and contingent upon acceptable Supplier and product performance, price competitiveness and service level fulfillment. All or part of Responder’s response and this RFP will be incorporated into a contract with Responder if WSU, in its sole discretion, selects Responder as a supplier.

#### **§ 16. References**

- A. Upon request, Design Professional must agree to provide a minimum of three (3) qualified references. Requests for references will come from Robert Kuhn, Sr. Buyer, and will be treated as confidential and not added to the publicly permanent RFP file.
- B. 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.



## Project Deliverables and Schedule

### § 17. Design Professional Services and Deliverables

The successful design team will be contracted to provide complete design and engineering services for the programming, schematic design, design development, the development of contract documents intended for bidding purposes for the project, and construction administration.

In general, the basic services to be provided by the Design Professional shall include all typical meetings and correspondence to support the programming and design activities, all architectural, mechanical, electrical, plumbing, structural, civil, landscape, fire protection, interior design, signage, security, audiovisual systems, acoustical, lighting, telecommunications and cost estimating elements.

The Design Professional shall assist the University in optimizing the scope of work and provide advice on options regarding the site, scope, materials, methods, systems, schedules, and other conditions affecting development and construction of the project. The programming effort should include a validation of project needs and anticipated cost to ensure the proposed design is programmatically and financially viable.

The Design Professional will comply with the University's current Campus Wide Master Plan, Construction Design Standards and Computing and Information Technology Department (C&IT) Standards for this design process.

The professional team selected for this project will be required to produce the following deliverables as part of their scope of work for the project:

1. Programming and Schematic Design:
  - a. Conduct an in-depth study, INCLUDING AN ON-SITE VERIFICATION OF EXISTING CONDITIONS, of the complete civil design, landscape design (as needed), architectural design, site mechanical/electrical systems to determine the most efficient and economical system approach for the project.
  - b. Prior to design, perform a site visit to thoroughly inspect any existing equipment and test/inspect to ensure the existing system functions and will perform in accordance with the design recommendations.
  - c. Preliminary meetings with Stakeholders (i.e. Defining Operational Requirements). Stakeholders to be defined upon project award.
  - d. Conceptual block plans with relationship demonstrating integration into campus, existing building and building systems as a whole.
  - e. Furnishings and Equipment List: Document proposed furnishings and equipment required to make the site complete and ready for use.
  - f. Building and Construction Systems: Recommendations for civil, structural, mechanical, electrical, plumbing systems. Basic utilities, including availability, capability, and environmental impact.
  - g. Project Cost: Estimate with sufficient detail to support the design intent.
  - h. Design and Construction Schedule. (Refer to §18)
  - i. Drawings and Outline specifications: site plan, landscape plans, floor plans, elevations, sections and outline specifications.
  - j. Renderings as required to demonstrate design intent.
  - k. Development of cost/benefit analyses of program options.
  - l. Final programmatic/schematic estimate of total project cost.
  - m. Review of design documents with WSU Stakeholders at appropriate stages of the design process.



2. Design Development:
  - a. Building and Construction Systems: Recommendations for structural, mechanical and electrical systems. Basic utilities, including availability, capability, and environmental impact.
  - b. Coordination and incorporation into the documents all details related to owner-furnished equipment and systems including but not limited to:
    - i. Fixed and Moveable Site Furnishings
    - ii. Data Communications
    - iii. Telecommunications
    - iv. Information Systems
    - v. Security Systems
    - vi. Other Local and Remote Communication Devices
  - c. Project Cost: Updated estimate with sufficient detail to support the design intent at 50% complete.
  - d. Design and Construction Schedule.
  - e. Drawings and Outline Specifications: site plan, landscape plans, floor plans demonstrating space allocations, interior and exterior elevations, sections, and outline specifications developed to demonstrate design intent.
  - f. Renderings as required to demonstrate design intent.
  - g. Proposed finish material schedule and samples.
  - h. Shall illustrate and describe the development of the approved schematic design documents and shall consist of drawings and other documents, including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to civil, landscape, architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate.
  - i. The design development documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
  - j. Design Consultant shall submit the design development documents to WSU, advise WSU of any adjustments to the estimate of the cost of the work, and request WSU's written approval.
  - k. Evaluation and preparation of cost-saving or value engineering alternatives developed during design, preconstruction, or construction phases. Incorporation of approved alternatives into the design documents.
  - l. Set up and manage needs analysis meetings with the key technology personnel from the client. All design decision/direction of the engineering systems shall be documented via meeting minutes and submitted for record to the design team by the engineer.
  - m. Identify long lead items.
3. Construction Documents:
  - a. Complete Building and Construction Documents: Plans and specifications, including but not limited to civil, landscape, architectural, structural, mechanical, electrical, plumbing, and specialty disciplines as identified previously, to be used for bidding purposes.
  - b. Construction Documents will be sufficient to allow for complete and accurate pricing, permitting, and construction of the intended space. Construction Documents shall be complete, thorough, and well-coordinated between consultants, etc.
  - c. Design Professional shall incorporate into the construction documents the design requirements of governmental authorities having jurisdiction over the project.
  - d. Prepare signed and sealed documents as required by the municipal agency holding jurisdiction for the project, including follow-up requirement/requests by the municipal/agency and coordination with WSU, General Contractor and other vendors.
  - e. AutoCAD files of Construction Documents are to be provided.
  - f. Project Cost: Update estimate prior to bidding with sufficient detail to support the contract



- documents at 85% and 100%.
- g. Construction Schedule: Indicate critical mile stones through project completion.
  - h. Interior Finishes: Finish boards and comprehensive presentation the University's appointed project committee.
  - i. Design Professional will be responsible for the submission of drawings to the state for approval and other AHJ approval requirements on the project. Design Professional shall prepare and manage all applications and other submittals and provide services necessary to obtain all applicable approvals that may be necessary for the construction of the proposed improvements.
4. Construction Administration:
- a. Required construction administration services to maintain scheduled construction activities including but not limited to field visitations, processing submittals, responding to RFI's, issuance of bulletins, review of pay applications, etc.
  - b. No review period for shop drawings, samples, product information shall take more than **one (1) week** for any single submission.
  - c. RFI's should be responded to within two (2) days of submission.
  - d. Activities to support the project through reviews by Authorities having Jurisdiction including university officials.
  - e. Attend weekly progress meetings and conduct weekly site visits for the duration of the construction schedule. Verify locations of work as requested by WSU or general contractor. Generally, verify that the work is proceeding in accordance with the contract documents. Prepare periodic field reports as necessary.
  - f. Prepare and issue addenda/bulletin requests for pricing, etc., as requested.
  - g. Review change order requests from the contractor.
  - h. Punch Lists: One or more punch lists to support phased occupancy if required, and final punch list at the completion of all work.
  - i. Final sign off that all punch list work has been completed.
  - j. Review and approve project close-out documents including as-built drawings and specifications, O&M manuals, RFI's, submittals, bulletins, shop drawings, field logs, warranties, etc.
  - k. Produce one or more Certificates of Substantial Completion (Standard AIA form).
  - l. Provide record drawing sets (As-Built's) at close of project in both AutoCAD and PDF to WSU. This may require conversion of the contractors as-built drawings.
  - m. Prepare and issue Certificate(s) for Payment of the client certifying that, to the best of Design Professional firm's knowledge and information, the quality of the suppliers or vendors' work is in accordance with contract documents, and that such entities are entitled to payment by the client in the amounts certified.
  - n. Assist in resolving contract discrepancies with the project team.
5. Hardscape/Softscape Furnishing Specifications
- a. Develop initial scope drawings for each furnishing requirement.
  - b. Develop a generic "typical" for each furnishing, included but not limited to plan, exterior and interior elevations and 3D isometric drawing with notations.
  - c. Develop complete finish palette option for each furnishing.
  - d. Provide budget pricing for each furnishing.
  - e. Organize showroom tour of applicable dealer/manufacturers, if required.
  - f. Prepare complete set of specifications for competitive bidding.
  - g. Analyze bids; prepare bid comparison for review with WSU.
  - h. Coordinate furnishing locations with Power & Communication Plans.
  - i. Conduct and publish "Punchlist" with client and furnishing dealer/manufacture, to ensure compliance with order.



### **§ 18. Project Schedule**

- A. Responders are required to present a detailed timeline for the proposed Art Gallery Renovation. Prepare the schedule in sufficient detail to define the following at a minimum:
- Major project milestones
  - Each of the five phased bid documents (Conceptual Design/Programming, SD, DD, CD's, CA)
    - Describe what work will be associated with each release
    - Insert WSU review and approvals for each phase
    - Insert major design meetings required for WSU participation
  - Proposed WSU document review timelines for each phase
    - Need to allow 10 days for WSU Stakeholders to review and approval
    - It will not be acceptable for delays to occur due to additional revisions required
  - Anticipated overall duration for both design and construction.
- B. Required Project Schedule Deliverable Dates (refer to Exhibit A – WSU Preliminary Project Schedule)
- a. Conceptual Design/Programming must be complete by: January 24, 2020
  - b. Schematic Design must be complete by: February 21, 2020
  - c. Design Development must be complete by: April 24, 2020
  - d. Construction documents must be complete by: June 12, 2020

### **§ 19. Estimated Project Budget**

- A. The target project budget is currently \$2,400,000 (this is inclusive of A/E Fees). The final mutually agreed upon project budget will be determined at a later date. This budget will be used to obtain funding for the construction phase of the project.
- B. This budget must include at a minimum:
- a. Construction Costs (CSI Format).
  - b. Soft Costs (Professional Design Fees, Consultant Fees, etc...).
  - c. IT, AV, Fire Protection and Security (as required).
  - d. Owner Provided Items (i.e. Furniture, Equipment, etc...).
  - e. Provide Allowances for unknowns or items that still require further definition.
  - f. Define any exclusions.
- C. A/E shall regularly update WSU with respect cost evaluations of key components of the Project, as reasonably requested by WSU, and deliver to WSU detailed estimates of the Construction Cost. In preparing the Construction Cost estimates and any updates thereto, A/E shall use recognized and accepted cost estimating techniques in the construction industry. After preparing the Construction Cost estimates and updates, A/E and WSU will meet to review the updates and to compare them against the Construction Budget. If A/E's update exceeds the Construction Budget, WSU and A/E will discuss what revisions, if any, have to be made to the documents so that A/E and WSU can meet the mutually acceptable budget. Each shall endeavor to reconcile any questions, discrepancies or disagreements relating to the estimate or Construction Budget. If the reconciled Construction Budget exceeds the then current Construction Budget, then A/E shall provide, as part of its services hereunder, cost estimating, Value Engineering, constructability review and other services as required to meet WSU's budgetary limitations including the evaluation of alternative designs and systems with WSU. WSU may, in its sole discretion, accept or reject any proposed reconciliation,



adjustments to the Construction Budget, the estimates of Construction Cost or the Project scope.

**§ 20. Payments and Prices**

- A. WSU's preferred method of payment will be established after contract award.
- B. The proposed contract term is for the contract shall be in effect from date of award for A/E Services and/or issue date of the Contract through the completion of the Professional Design Services, however this duration may be extended if agreed to by the client or if the Design Professional has not completed contracted services as acceptable be the client.
- C. The pricing policy that Responder submits must address the following:
  - a. The structure must be clear, accountable and auditable.
  - b. It must cover the full spectrum of services required.
  - c. It must be submitted using **Exhibit B – Level of Effort Table and Fee Proposal Form**, included with this RFP.
  - d. Describe early payment incentive options available to WSU, if any.

**Exhibits and Appendices**

**Exhibit A – WSU Preliminary Project Schedule**

**Exhibit B – Level of Effort Table and Fee Proposal Form**

**Exhibit C – Proposal Certification, Non-Collusion Affidavit, Vendor Acknowledgment**

**Exhibit D – Summary Questionnaire**

**Appendix 1 - WSU - Campus-wide Master Plan Placemat**

**Appendix 2 - WSU - I2C Conceptual Site Plan for Parking Adjacencies**

**Appendix 3 - WSU - Insurance Requirements**

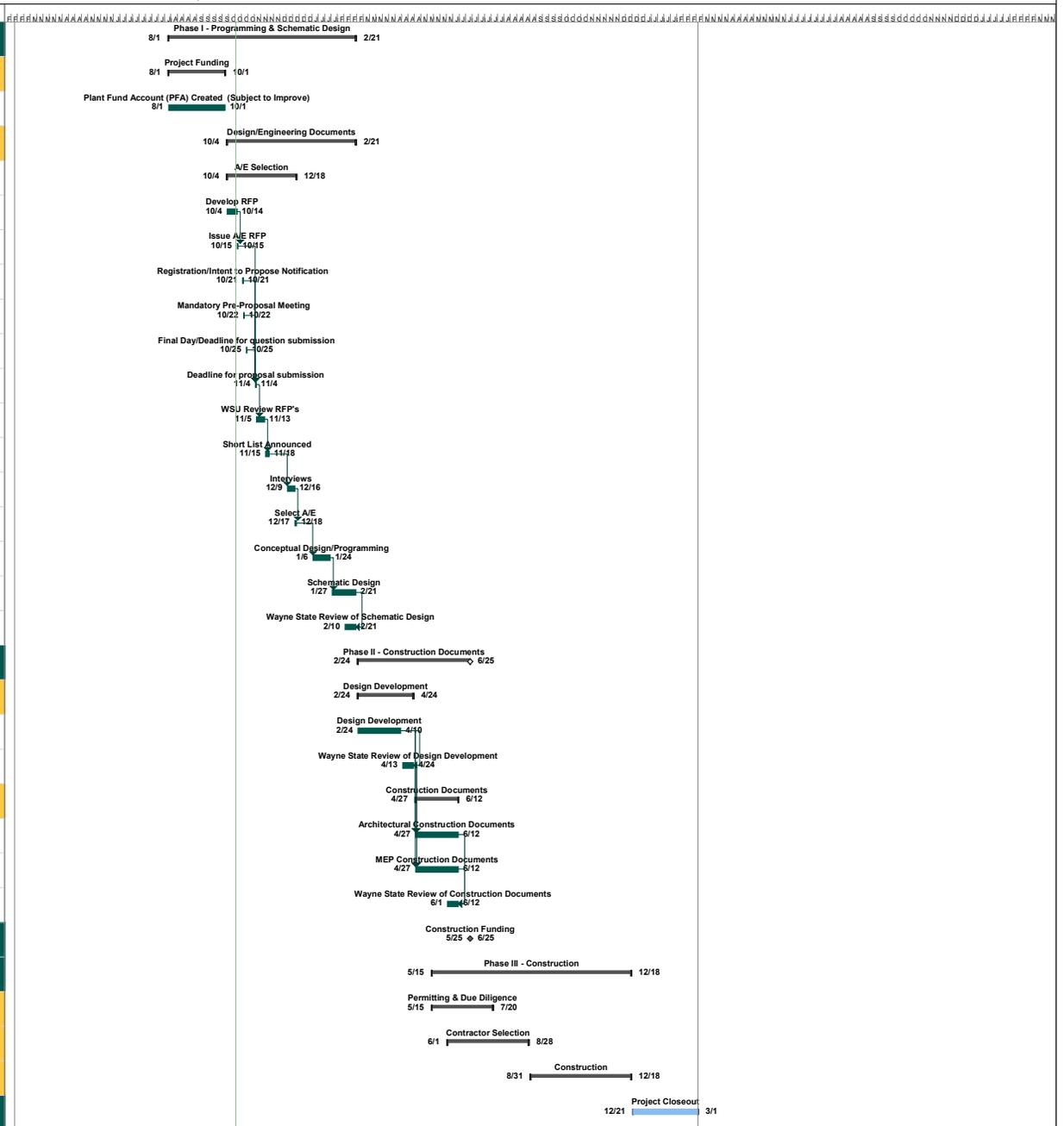
**Appendix 4 - WSU - Contract for Professional Services**



## **Exhibit A**

# **WSU Art Collection Gallery Preliminary Schedule**

ID	Task/ Milestone	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Phase I - Programming & Schematic Design	147 days	Thu 8/1/19	Fri 2/21/20			
2	Project Funding	44 days	Thu 8/1/19	Tue 10/1/19			
3	Plant Fund Account (PFA) Created (Subject to Improve)	44 days	Thu 8/1/19	Tue 10/1/19			
4	Design/Engineering Documents	101 days	Fri 10/4/19	Fri 2/21/20			
5	A/E Selection	54 days	Fri 10/4/19	Wed 12/18/19			
6	Develop RFP	7 days	Fri 10/4/19	Mon 10/14/19			
7	Issue A/E RFP	1 day	Tue 10/15/19	Tue 10/15/19	6		
8	Registration/Intent to Propose Notification	1 day	Mon 10/21/19	Mon 10/21/19			
9	Mandatory Pre-Proposal Meeting	1 day	Tue 10/22/19	Tue 10/22/19			
10	Final Day/Deadline for question submission	1 day	Fri 10/25/19	Fri 10/25/19			
11	Deadline for proposal submission	1 day	Mon 11/4/19	Mon 11/4/19	7,8,9,10		
12	WSU Review RFP's	7 days	Tue 11/5/19	Wed 11/13/19	11		
13	Short List Announced	2 days	Fri 11/15/19	Mon 11/18/19	12		
14	Interviews	6 days	Mon 12/9/19	Mon 12/16/19	13		
15	Select A/E	2 days	Tue 12/17/19	Wed 12/18/19	14		
16	Conceptual Design/Programming	15 days	Mon 1/6/20	Fri 1/24/20	15		
17	Schematic Design	20 days	Mon 1/27/20	Fri 2/21/20	16		
18	Wayne State Review of Schematic Design	10 days	Mon 2/10/20	Fri 2/21/20	17FF		
19	Phase II - Construction Documents	89 days	Mon 2/24/20	Thu 6/25/20			
20	Design Development	45 days	Mon 2/24/20	Fri 4/24/20			
21	Design Development	35 days	Mon 2/24/20	Fri 4/10/20			
22	Wayne State Review of Design Development	10 days	Mon 4/13/20	Fri 4/24/20	21FF		
23	Construction Documents	35 days	Mon 4/27/20	Fri 6/12/20			
24	Architectural Construction Documents	35 days	Mon 4/27/20	Fri 6/12/20	21,22		
25	MEP Construction Documents	35 days	Mon 4/27/20	Fri 6/12/20	21,22		
26	Wayne State Review of Construction Documents	10 days	Mon 6/1/20	Fri 6/12/20	24FF,25FF		
27	Construction Funding	24 days	Mon 5/25/20	Thu 6/25/20			
28	Phase III - Construction	156 days	Fri 5/15/20	Fri 12/18/20			
29	Permitting & Due Diligence	47 days	Fri 5/15/20	Mon 7/20/20			
33	Contractor Selection	65 days	Mon 6/1/20	Fri 8/28/20			
44	Construction	80 days	Mon 8/31/20	Fri 12/18/20			
47	Project Closeout	51 days	Mon 12/21/20	Mon 3/1/21			



Project: WSU Art Collection Gal Date: Mon 10/14/19

Legend: Task (blue bar), Milestone (diamond), Project Summary (black bar), Inactive Milestone (grey diamond), Manual Task (light blue bar), Manual Summary Rollup (light blue bar), Start-only (blue bar), External Tasks (grey bar), Deadline (grey bar), Manual Progress (green bar), Split (dotted line), Summary (dotted line), Inactive Task (grey bar), Inactive Summary (grey bar), Duration-only (light blue bar), Manual Summary (light blue bar), Finish-only (blue bar), External Milestone (grey diamond), Progress (green bar).



## **Exhibit B**

### **Level of Effort Table and Fee Proposal Form**

University Art Gallery  
 WSU Project #: 196-328339  
 Level of Effort Table  
 Professional Design Services



Company Name: \_\_\_\_\_  
 Date Last Modified: \_\_\_\_\_

Service (Labor)	Billing Rate (\$/hr)	Programming/ Schematic Design		Design Development Documentation		Construction Documentation		Bidding Services		Construction Administration	
		Hrs	Total Cost	Hrs	Total Cost	Hrs	Total Cost	Hrs	Total Cost	Hrs	Total Cost
Principal In Charge	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Project Manager	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Lead Architect	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Architect	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Lead Mechanical Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Mechanical Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Mechanical Drafter	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Lead Electrical Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Electrical Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Electrical Drafter	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Lead Structural Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Structural Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Structural Drafter	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Civil Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
LEED Services	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Cost Estimator	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>Labor Sub Total</b>		<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>
<b>Labor Total</b>	\$	-									
Service (Reimbursables)	Cost	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Reimbursable Expense (Not to Exceed)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>Reimbursables Sub Total</b>		<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>
<b>Reimbursables Total</b>	\$	-									
<b>GRAND TOTAL</b>	\$	-									

University Art Collection Gallery  
WSU Project #: 196-328339  
Fee Proposal Form  
Professional Design Services



Company Name: \_\_\_\_\_  
Date Last Modified: \_\_\_\_\_

**1. Comprehensive Design Fee**

Labor for Programming through Construction Administration	\$	-
Reimbursable Costs	\$	-
<b>TOTAL:</b>	\$	-



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

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

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

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

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

Phone: (        )                      Fax No.: (        )

Email: \_\_\_\_\_





## **Exhibit C**

# **Proposal Certification, Non-Collusion Affidavit and Vendor Acknowledgment**

Exhibit C: Proposal Certification, Non-Collusion Affidavit and Vendor Acknowledgement

RESPONSE TO WAYNE STATE UNIVERSITY  
REQUEST FOR PROPOSAL  
UNIVERSITY ART COLLECTION GALLERY, PROJECT NO. 196-328339  
DATED: October 14, 2019  
AND TO ANY AMENDMENTS, THERETO  
**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.
- All of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement.
- The individual signing below has authority to make these commitments on behalf of Supplier.
- This proposal remains in effect for **[120]** days.

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

---

**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 **July 19, 2019**, 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:

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

ATTN:

\_\_\_\_\_

Tax Payer ID:

---

Submitted by:

---

Signature

---

Typed Name

(Title)

(Date)

The Internal Revenue Code requires recipients of payments which must be reported on Form 1099 to provide their taxpayer identification number (TIN).

T.I.N. (Taxpayer Identification Number, Federal Identification Number, or Social Security Number).



## **Exhibit D**

### **Summary Questionnaire**

## Exhibit D - Summary Questionnaire

	YES	ALTE
1. Can your company <b>complete services as indicated in the RFP?</b>	_____	_____
2. Does your company agree to provide a minimum of <b>3 references</b> to the University <b>upon request</b> , with specific contact names and phone numbers?	_____	_____
3. Did you attend <b>the mandatory Pre-Proposal meeting on October 22, 2019 @ 9:00 a.m.?</b>	_____	_____
4. Did 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, <b>Exhibit C?</b>	_____	_____
6. Did your company complete and provide <b>Exhibit B: Level of Effort and Fee Proposal</b> , and submit it electronically to <b>rfp@wayne.edu?</b>	_____	_____
7. Please complete the following questions:		
Total number of employees in your company	_____	
Total years in business with this company name	_____	
8. Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?	_____	_____
9. Are there any conflicts of interest in doing business with the University?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
10. If applicable, did your company quote services in accordance with <b>Prevailing Wage Labor</b> requirements and clearly indicate such in your proposal?	_____	_____
11. <b>ADDENDA:</b> The undersigned affirms that the cost of all work covered by the following Addenda are included in the lump sum price of this proposal.		
Addendum No. ___ Date ___		Addendum No. ___ Date _
Addendum No. ___ Date ___		Addendum No. ___ Date _
Addendum No. ___ Date ___		Addendum No. ___ Date _
Addendum No. ___ Date ___		Addendum No. ___ Date _

Company Name:

---

Signature

---

Typed Name

---

---

(Title)

(Date)



## **Appendix 1**

### **WSU Campus-wide Master Plan**

The Wayne State University master plan provides a framework to guide decision making around the university's physical environment. It includes:

- Important data sets and resulting analytics, and web-based mapping tools that promote data visualization and communication. The analysis shows significant softness in the university's use of existing space, and concludes the university's growing deferred maintenance liability represents a clear and present danger to its ability to deliver on its mission
- Physical strategies and principles that better organize the campus; prioritize and direct capital investment; suggest near-term demolitions, renovations, and site improvements; make the campus more welcoming and inclusive for students, faculty, staff, and the community; and maximize future flexibility by providing options for long-term on-campus development
- Organizational structures that promote integrated decision making within the university and better connect the university with its external community so as to allow for meaningful and sustained engagement.

## 1. ORGANIZE THE CORE CAMPUS AND MAKE IT MORE WELCOMING

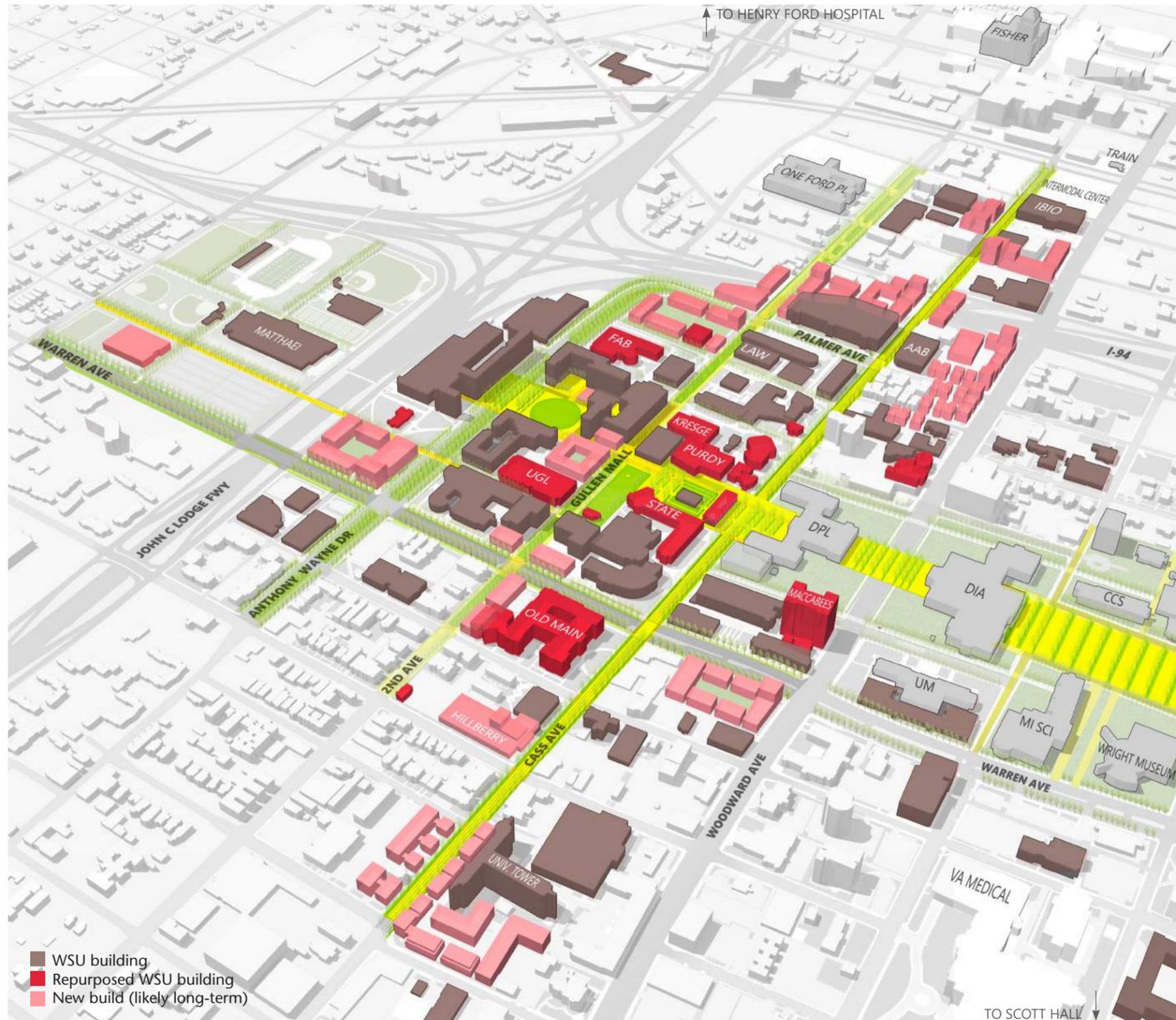
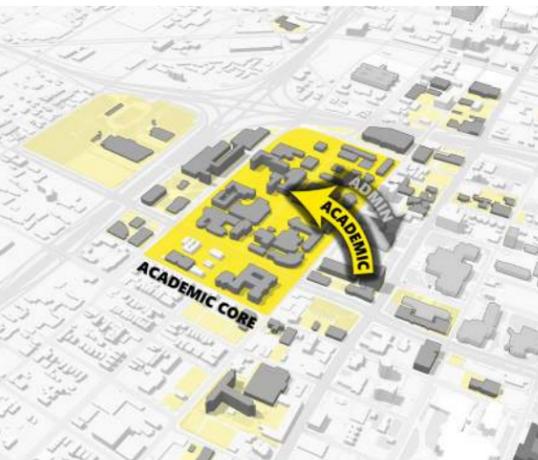
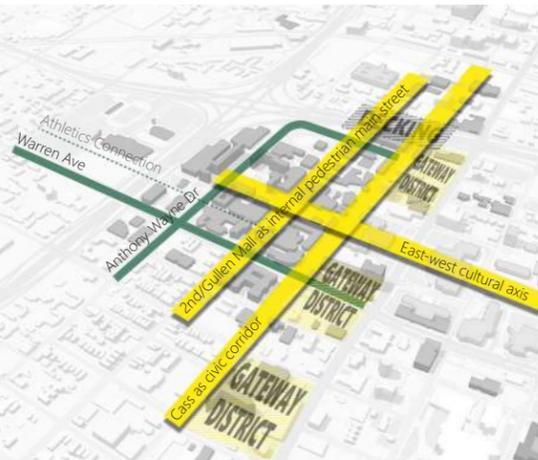
The key idea for better organizing the campus is to highlight the "H" consisting of Gullen Mall, Cass Avenue, and the east-west cultural axis. Gullen Mall should be the internal pedestrian and student-oriented campus "main street"; Cass Avenue must become a true civic corridor where the university and city blend and merge; and the east-west cultural axis should engage the neighborhoods and cultural institutions, and invite the community into the university. In addition, Warren Avenue and Anthony Wayne Drive should be narrowed, and made pedestrian friendly. The university should also explore the long-term potential for decking I-94 to better connect the core campus with iBio and Techtown. Finally, the university should establish mixed-use residential districts both north (at Woodward and I-94) and south (at Cass and Canfield); and should reserve the important gateway at Warren and Woodward for an appropriate community-oriented program.

## 2. NEAR-TERM, CONCENTRATE ACADEMIC ACTIVITY IN AN ENHANCED CORE

The university should optimize program locations and consolidate dispersed colleges. This includes focusing instructional activity in a reimaged State Hall; rethinking the Purdy-Kresge and Reuther complex so as to better support student study and collaboration; concentrating College of Fine and Performing Arts uses in Old Main; repurposing the majority of the Undergraduate Library for academic uses, primarily centered on the College of Liberal Arts and Sciences (particularly language and humanities programs) and the Honors College; and using the Faculty Administration Building for academic departmental uses, relocating administrative functions, including the president's and provost's offices, to Maccabees. These changes should allow the university to empty Manoogian Hall, General Lectures, the atrium portion of the Undergraduate Library, and Shapero Hall. With the possible exception of Shapero, these buildings should be demolished. In addition, Life Sciences should either be gut-renovated or demolished. Finally, the Prentis Building should be repositioned with community-oriented uses as an important campus gateway.

## 3. DEFINE KEY SITES FOR FUTURE DEVELOPMENT, PROMOTE OPTIONALITY FOR THE HEALTH SCIENCES, AND FOCUS THE UNIVERSITY'S REAL ESTATE STRATEGY

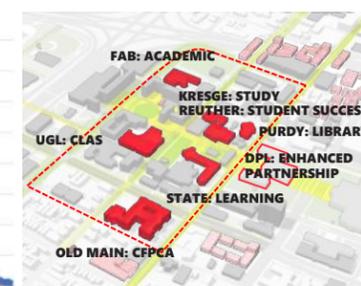
The master plan supports the health sciences by detailing multiple options which describe how they could remain in place or relocate wholesale. Regardless of which option is chosen, the plan recommends replacing Scott Hall. While the near-term strategy for the master plan focuses on consolidation, the long-term idea is to secure the university's future by providing for growth when it becomes needed. The plan therefore identifies a minimum of 2.3 million square feet of development capacity within the core, and recommends the university focus its real estate strategy between the Lodge and Woodward Avenue after maximizing these development opportunities.



- WSU building
- Repurposed WSU building
- New build (likely long-term)



Analysis of current and consolidated classroom use



Key repurposed buildings



Reimagined Gullen Mall



Inviting the community onto the campus at Cass Ave

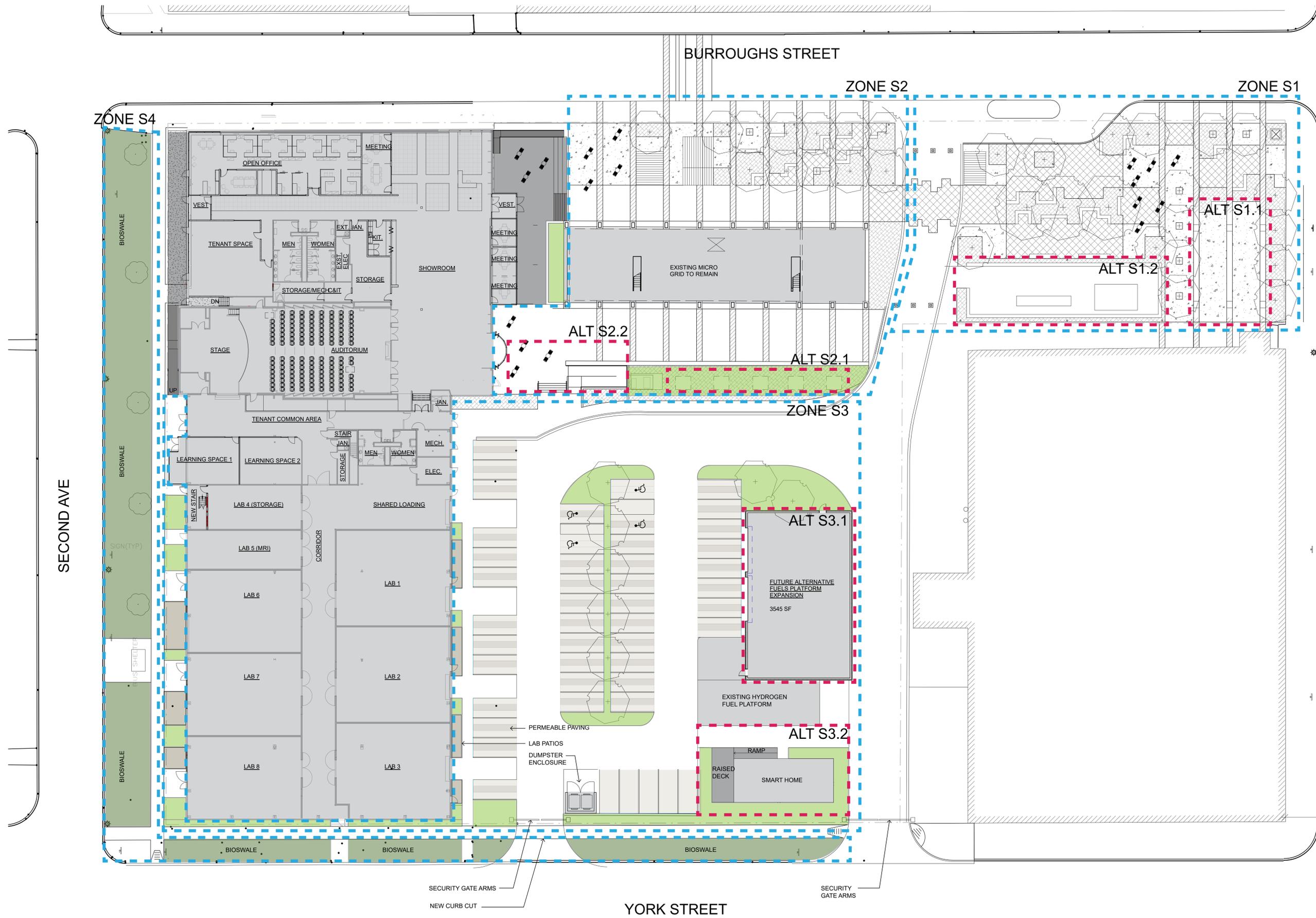


## **Appendix 2**

### **I2C Conceptual Site Plan for Parking Adjacencies**

OVERALL SITE AND BUILDING PLAN - NEW

1" = 20'-0"





## **Appendix 3**

### **Insurance Requirements**

## Appendix 3 - INSURANCE REQUIREMENTS

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

### Maximum Acceptable Deductibles

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

### Coverages

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



## **Appendix 4**

### **WSU Contract for Professional Services**



Rev. 3-1-25-2013

# WAYNE STATE UNIVERSITY

## CONTRACT FOR PROFESSIONAL SERVICES

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

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

and

Name\_of\_Consultant  
Address\_of\_Consultant

regarding

Project\_Name  
WSU\_Project\_Number

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

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

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

### Article 1: Scope of Engagement

1.1 The Consultant shall provide professional services for (enter\_description) in accordance with this agreement, including the proposal dated (enter\_date) attached here to as Exhibit A and made a part hereof except (enter\_exceptions\_here).  
"If Exceptions are not given, enter a period after hereof and delete from except . . ."  
In the case of conflicts between the contract and the Consultant's proposal, the language of this contract shall prevail.

1.2 The Consultant shall provide, furnish and perform all necessary labor and services and furnish all necessary supplies, materials and equipment required to complete the work.

1.3 The Consultant shall perform all design work in accordance with the Wayne State University Construction Design Standards in effect as of the date of the execution of this contract. Deviations from the Construction Design Standards not authorized by the University in writing will be considered design errors.

### Article 2: Term

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

### Article 3: Compensation and Method of Payment

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

3.1 The University shall pay the Consultant for its services under this agreement a lump sum amount of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) including reimbursables.

or

The University shall pay the Consultant for its services under this agreement a lump



sum amount of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) and an amount for reimbursables not-to-exceed \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) without prior approval of the University.

or

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

- 3.2 The Consultant shall submit an invoice to the University on a monthly basis. These invoices shall be in form and detail as required by WSU, but shall at a minimum include the name, position, hours worked, and hourly rate of pay for each person included in the invoice cost. Materials shall be listed by category with supporting documentation as necessary to establish the cost of a nonscheduled item, or the units used in the unit cost of a scheduled item. The Consultant shall maintain, at the office preparing the invoice, sufficient records to fully support each invoice. Such records shall be available for inspection during normal working hours by WSU or its designee.
- 3.3 Within forty-five (45) days of receipt of an invoice, WSU shall pay the full amount of the invoice. Should any part of the invoice be in dispute, WSU shall be entitled to withhold payment of that portion of the invoice until the disputed item is resolved. Any such dispute shall be considered a priority issue for both the Consultant and WSU and every effort shall be used to resolve the dispute expeditiously.

#### Article 4: Standard of Performance

- 4.1 The services performed by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by Consultants currently practicing under similar circumstances in the State of Michigan.
- 4.2 The Consultant shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, regulations, and codes in effect as of the date of the execution of this agreement.
- 4.3 The Consultant shall maintain any and all necessary governmental licenses, certificates, approvals, and permits which are required of the Consultant for the performance of its duties under this Agreement, and all such required licenses, certificates, approvals, and permits are to be maintained in full force and effect throughout the term of this Agreement.



- 4.4 In the event that there is a failure to comply with the standard of performance, as set forth in this Section, upon notice to the Consultant and by mutual agreement between the parties, the Consultant will promptly correct to the satisfaction of WSU those services which are not in compliance with the standard of performance without additional compensation. This will in no way waive any additional remedies WSU might have under Michigan law.

#### Article 5: Ownership of Documents

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

#### Article 6: Confidentiality

- 6.1 The term "Confidential Information" as used herein means all information and data whether of a technical, engineering, operating or economic nature, supplied to or obtained by the Consultant during the course of this Agreement, whether in writing, in the form of drawings, orally, or by observation.
- 6.2 The Consultant acknowledges and agrees that any information disclosed to it, its employees, agents or other representatives pursuant to this Agreement which is Confidential Information is and shall remain solely the property of WSU and shall be maintained in confidence and not revealed to others and shall be used only for the purposes contemplated by this Agreement.
- 6.3 The obligations of confidentiality stated in this Agreement with respect to confidential information shall survive the termination of this Agreement for any reason whatsoever and shall continue in full force and effect until the earliest of the following should occur: ( a ) such confidential information has become available to the general public through no fault of the Consultant, or ( b ) such confidential information is received by the Consultant from third parties who are in lawful possession of such and who by such disclosures are not breaching any obligation owing to WSU, or ( c ) such confidential information has been revealed under legal compulsion from any governmental/regulatory agency having jurisdiction to request



such information; provided, however, that the Consultant will notify WSU that confidential information is being disclosed to the governmental/regulatory agency involved.

- 6.4 The Consultant further agrees to reveal confidential information, only to such of its employees, agents or other representatives as are obligated to maintain and protect the confidentiality thereof in accordance with this Agreement. The Consultant assumes the responsibility that its employees, agents and other representatives will preserve the secrecy of such confidential information with respect to third parties.

#### Article 7: Safety and Security

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

#### Article 8: Save Harmless

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

#### Article 9: Insurance

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



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

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

#### Article 10: Audits and Records

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

#### Article 11: Termination



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

#### Article 12: Notices

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

#### Article 13: Nonassignment

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

#### Article 14 – Dispute Resolution

- 14.1 Jurisdiction over all claims, disputes, and other matters in question arising out of or relating to this contract or the breach thereof, shall rest in the Court of Claims of the State of Michigan. No provision of this agreement may be construed as Wayne State University's consent to submit any claim, dispute or other matter in question for dispute resolution pursuant to any arbitration or mediation process, whether or not provisions for dispute resolution are included in a document which has been incorporated by reference into this agreement.
- 14.2 In any claim or dispute by the Consultant against the University, which cannot be resolved by negotiation, the Consultant shall submit the dispute in writing for an administrative decision by the University's Vice President for Finance and Administration, within 30 days of the end of negotiations. Any decision of the Vice President shall be made within 45 days of receipt from the Consultant and is final unless it is challenged by the Consultant by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision. The Consultant agrees that appeal to the Vice President is a condition precedent to filing suit in the Michigan Court of Claims.



14.3 For purposes of this section, the “end of negotiations” shall be deemed to have occurred when:

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

or

14.3.2 The Consultant submits the dispute in writing to the Vice President.

14.4 Unless otherwise agreed by the University in writing, and notwithstanding any other rights or obligations of either of the parties under any Contract Documents or Agreement, the Consultant shall continue with the performance of its services and duties during the pendency of any negotiations or proceedings to resolve any claim or dispute, and the University shall continue to make payments in accordance with the Contract Documents; however, the University shall not be required or obligated to make payments on or against any such claims or disputes during the pendency of any proceeding to resolve such claims or disputes.

#### Article 15: Miscellaneous

15.1 The terms and provisions of Article 4, entitled "Standard of Performance", Article 5, entitled "Ownership of Documents", Article 6, entitled "Confidentiality", Article 8, entitled "Save Harmless", Article 9, entitled "Insurance", and Article 10, entitled "Audits and Records", shall survive the termination of this Agreement, howsoever brought about.

15.2 All written communications from the Consultant shall be addressed to WSU. The Consultant shall only take instructions from the person or persons who from time to time are authorized in writing by WSU to give the same.

15.3 The work shall be performed by the Consultant in such a manner and at such a time so as not to interfere with or interrupt the operations of WSU.

15.4 This Agreement shall be subject to and governed by the laws of the State of Michigan. The Consultant shall exercise usual and customary professional care in its efforts to comply with all applicable local, county, state, and federal codes, rules, regulations, and orders, in effect as of the date of the execution of this Agreement.

15.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

15.6 This Agreement may not be modified except by written amendment executed by the parties hereto.



- 15.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
15.8 This Agreement supersedes all previous agreements between WSU and the Consultant concerning this work.
15.9 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute and be one and the same Agreement.
15.10 In the performance of the services under this Agreement, the Consultant shall be an independent contractor, maintaining complete control of Consultant's personnel, subcontractors, and operations.
15.11 The Consultant covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or physical handicap, unless pursuant to a bonafide occupational qualification.
15.12 In the event that any term or provision of this Agreement conflicts with any other provision of the attached proposal, this Agreement shall control.

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

CONSULTANTS\_NAME

WAYNE STATE UNIVERSITY

By: Signature

by: signature

Name: Print or type name here

Name:

Title:

Title: Vice President for Finance and Business Operations

Date:

Date:



WAYNE STATE  
UNIVERSITY

(Project Name)  
WSU Project No. (Project Number)  
**Appendix 4**

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

Sample



**END OF DOCUMENT**