



**RESPONSE TO WAYNE STATE UNIVERSITY
REQUEST FOR PROPOSAL
RFP: New Data Center**

**(WSU Project No. Project 193- 281894)
DATED: November 28, 2016
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 **November 28, 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.
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NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other VENDORS, or with any official of the UNIVERSITY or any employee thereof, or any person, firm or corporation under contract with the UNIVERSITY whereby the VENDOR, in order to induce acceptance of the foregoing Proposal by said UNIVERSITY, has paid or given or is to pay or give to any other VENDOR or to any of the aforementioned persons anything of value whatever, and that the VENDOR has not, directly or indirectly entered into any arrangement or agreement with any other VENDOR or VENDORS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

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

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

CONFLICT OF INTEREST

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

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

Company Name: _____

Address: _____

Telephone: (_____) _____

Fax: (_____) _____

ATTN: _____

Tax Payer ID: _____

Submitted by: _____

Signature _____

Typed Name _____



(Title)

(Date)

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

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

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

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

General Requirements

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

Maximum Acceptable Deductibles

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

Coverages

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

Certificates of Insurance

- Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required coverages must be forwarded to the Office of Risk Management to be verified and authenticated with the agent and/or insurance company.



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. Insurance must be issued by a bond/insurance company with an "A" rating as denoted in the AM Best Key Rating Guide"
5. 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