

Division of Finance and Business Operations

Request for Proposal

And Specifications For

Hazardous Material/Industrial Hygienist

Preferred Vendor Relationships for Design and Other Professional Services

Project Number: 999-268174

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> **Wayne State University Procurement & Strategic Sourcing**

Design Other Prof Svcs 2015 Project Number 999-268174

Pre- Proposal Meeting

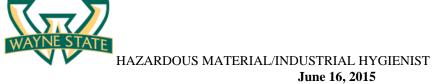
AGENDA

- I. Welcome and Introductions
 - A. Wayne State University Representatives
 - B. Vendor Representatives
 - C. Sign in Sheet- be sure to include your fax number and email address (LEGIBLY) on the sign in sheet.
 - D. Pass your business cards to: Robert Kuhn, Senior Buyer
- II. Brief Overview of Wayne State University
 - A. Purpose and Intent of RFP.
 - B. Detailed review of the RFP and the requirements for a qualified response.
 - C. Review of all pertinent dates and forms that are REQUIRED for a qualified response.
- III. Vendor Questions/Concerns/Issues
 - A. Questions that can be answered directly by the appropriate person in this meeting will be answered and both question and answer will be recorded in the minutes of the meeting.
 - B. Questions that need to be researched will be answered and a nature of clarification will be emailed to the appropriate ListServ. See
 - http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_Bid_Listserve.html for a list of ListServ Bid Lists.
 - C. Minutes will be emailed to all participants of the meeting within a reasonable amount of time. (be sure to include your email address/addresses on the sign in sheet)
 - D. Questions and concerns that come up after this meeting are to be addressed to Robert Kuhn, Sr. Buyer, Purchasing Department. Discussion with other University members is seriously discouraged and could lead to disqualification from further consideration. All questions and answers will be recorded and emailed to all participants of the RFP.
 - E. Due date for questions is June 30, 2015, 12:00 noon.
- IV. Proposal Due Date- July 7, 2015, 2:00 p.m.
- V. Final Comments
- VI. Adjourn



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June 16, 2015

I. Instructions to Design Professional:

Wayne State University invites you to participate in the Request for Proposal process for Design and Other Professional Services, Hazardous Material/Industrial Hygienist Services.

This Request for Proposal (RFP) defines the requirements and expectations of the services, the expected contract environment, and guidelines for the preparation of proposals for consideration in the selection process. Please confirm your attendance at the **mandatory** pre-proposal meeting by faxing your intent to participate (or not to participate) by using Appendix 2 (REGISTRATION/INTENT FORM) to Ms. Pat Wegner at (313) 577-3747 no later than **noon on June 22, 2015.** Remember, you MUST attend the pre-bid conference in order to be qualified to respond to the bid.

Proposals are due before 12:00 p.m., local time, on July 7, 2015. Proposals received after this time will be rejected. **Three (3) copies** of the proposal are to be submitted in a sealed envelope or box at the University's Purchasing Department. Page size should not exceed 15 pages per proposal.

In addition, an electronic version is required, which should be submitted to our secure mailbox at rfp@wayne.edu and be sure your subject line reads "(company name) RFP Design Other Prof Svcs Hazardous Material/Industrial Hygienist 2015 Response". The electronic submission should be limited to no more than one of each of the following file types: 1 Word Document and/or 1 Excel Workbook, with a total file size less than 20 megabytes. If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your Proposal. If you do not receive an auto-reply message, check the address you used and resubmit your Proposal. However, in the event a discrepancy exists between the electronic submission and the original copy of the Vendor's Response Proposal, the original copy will prevail.

Proposals shall be addressed to:

RFP for Design Other Prof Svcs Hazardous Mat/Industrial Hygienist Project No. 999-268174
Robert Kuhn, Senior Buyer
Academic/Administration Building
Wayne State University (Procurement and Strategic Sourcing Department) 5700 Cass Avenue, 4th Floor - Suite 4200
Detroit, Michigan 48202

And: E-mail a copy to RFP@wayne.edu / subject line: "(company name) RFP Design Other Prof Svcs Hazardous Material/Industrial Hygienist 2015 Response".

All inquiries regarding this Request for Proposal and these two projects shall be made in writing and submitted by e-mail to Robert Kuhn, Sr. Buyer, at ac6243@wayne.edu and copied to Cynthia Branch at ab3577@wayne.edu, per the project schedule. Inquires directed to other University personnel may result in disqualification.

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



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II. OVERVIEW

Intent of this Request for Proposal (RFP)

The purpose of this Request for Proposal is to review qualifications and service level information from interested consultants who have a desire to provide design and professional services to Wayne State University (WSU) in the areas of, Hazardous Material/Industrial Hygienist Services

WSU's goal is to establish a list of preferred vendors to be awarded professional service work for individual projects, and reduce the University's need for individual competitive proposals and lengthy negotiations for the numerous small to moderate size projects developed annually through Facilities, Planning and Management (FP&M). Designer selection for larger university construction projects will continue to be awarded on the basis of project specific requests for proposals, released at the discretion of the University.

Form and Duration of Relationship

At the conclusion of this RFP process, selected preferred design and professional services consultants will be presented with a proposed Master Agreement, which will recite the terms and conditions being offered for the <u>3 year duration</u> of the agreement. The University may offer to extend the relationship for an additional two years with annual cost adjustments at the beginning of year four and year five, based upon the Consumer Price Index, using the date of the original agreement as the index basis. Specific professional design purchase orders will be issued for each project initiated under the preferred vendor agreement, defining the scope of work for each unique project. The terms and conditions for each project will be consistent with the Master Agreement.

Professional Skills Sought by this Solicitation

Hazardous Material/Industrial Hygienist

RFP Process

Responding to this RFP is a process for vendors to provide qualifications and service level information, to be considered a preferred vendor to the University to provide professional services in accordance with the University's proposed fee structure. The University is seeking to offer <u>a 3 year Master</u> Agreement to selected respondents representing the service category defined within this RFP.

During the effective period of the Master Agreement, the University will offer project specific design and professional services contracts to firms that have been awarded Master Agreements, based upon professional capabilities, work load, anticipated project schedule, and success on previous or concurrent work. The standard University contract requires that all work be performed in accordance with WSU's Construction Design Standards, applicable codes, standards, and regulations currently in effect at the time of individual project inception. Projects will vary in budget and scope and may include work associated with the development of new construction, renovations, facility condition assessments, planning, demolition and site related projects.

Expenses for developing and presenting proposals shall be the entire responsibility of the Professional and shall not be chargeable to the University. All supporting documentation submitted with this proposal will become the property of the University unless otherwise requested by the Profession, in writing, at the time of submission, and agreed to, in writing, by University.

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



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III. DESIGN PROFESSIONAL RESPONSIBILITIES

All work must be in compliance with the Wayne State University Construction Design Standards and Standards for Communications Infrastructure currently in effect at the time of specific project initiation, and as periodically amended through the duration of this Master Agreement.

Because the volume, quantity and/or types of projects (or their scope) cannot be precisely anticipated, a list of professional tasks is provided to further clarify the services that may be required for individual projects. Other services may be required to investigate unique problems.

At Wayne State University, projects may be implemented using a variety of construction delivery relationships. WSU utilizes Construction Managers, General Contractors, contracts directly with trade contractors, and self-performed efforts to construct the projects.

Remuneration may include, hourly fees, not-to-exceed based upon hourly fees, and Inspection/Testing Activities at fixed unit prices and will be established for each unique project based upon the Master Agreement and the specific project scope requirements.

Services Proposed

Provide service as an Industrial Hygienist for the identification, and recommendation of abatement of Hazardous Materials including mold, asbestos, and lead paint as part of addition, and renovation construction projects. The form of proposal provided herewith allows the respondent to clearly establish their areas of expertise and interest. Each respondent must distinguish between "in-house" services and services provided by associates or affiliates.

What Constitutes a Service Consultant?

For purposes of this RFP, Hazardous Material/Industrial Hygienist firms shall be defined as firms employing qualified designers regularly providing planning, sampling, and project design. Responding firms must be licensed to practice within the state of Michigan.

Respondents must provide evidence, within the RFP response to include individual resume information describing qualifications and experience for each of the areas of expertise.

W/MBE Participation

WSU is committed to the development and utilization of W/MBE enterprises. Implicit in this RFP is a desire to receive proposals from W/MBE enterprises as well as encourage the use of qualified W/MBE sub-consultants. All W/MBE entities shall be identified in the letter of understanding. Consultants are expected to support the University's W/MBE initiatives.

Professional Licenses

Consultants shall provide evidence of compliance with applicable state of Michigan regulations; and such registrations and certifications that may apply to respondent's profession.



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Insurance

Refer to Schedule B- Insurance Requirements.

Certificates of Insurance, indicating Wayne State University and the Wayne State University Board of Governors, as additional named insured, shall be provided verifying all insurance coverage. Current Certificates of Insurance shall be required when executing each and every project specific contract, beyond the Master Agreement.

Qualification of Respondent Organization

Respondent organizations shall provide a completed Statement of Qualification (AIA form or equivalent) which describes the respondent's business organization, and includes information on the form of organization; principals; history of legal claims; etc.

Qualifications of Team Members

The University prefers relationship continuity through common project teams. All firms submitting proposals shall provide, with their RFP response, evidence of professional experience in the category of work indicated. The proposal must include resumes for each key team member that will be assigned to University's projects, identifying work experience on similar projects as would likely be experienced at WSU. Resumes shall not exceed two (2) pages, using 11 pt. font, for each team member and, in addition to educational details, may include:

- Name of project
- Date of project completion
- Brief description of work
- Name of team member and team member's role in the cited project
- Client's contact person with telephone number and complete address

Resumes shall differentiate between projects completed under different employment, and shall express the respondent's role and responsibility or level of involvement on each recited project. Additional resume information, at a minimum, shall include the level of educational achievement including institution name, prior employment work history with dates and durations, licenses and professional registrations.

IV. Basic Services Definition - Design Professional Services

Experienced professionals with expertise in the following areas:

- Asbestos sampling and Lead Material Building Inspections, Project Management, Abatement Monitoring, and interpretation of laboratory analysis.
- Indoor Air Quality Assessments, and Hazard Evaluations
- · Remedial Investigations and Feasibility Studies
- Risk Based Corrective Action Plans

This is a description of the basic services WSU requires to be included in service agreement under fixed fee contracts, and includes all typical meetings and correspondence to support these activities.

Project Expectations



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- A. Meeting Attendance: Expected to attend meetings and participate in construction administration phase as required by the PM for the duration of the project.
- B. Site Investigation: It is required that professionals involved with the project visit the site, and ensure that the proposed design is feasible. Archive drawings provided by WSU should be verified against existing conditions to ensure that provided documentation represents actual conditions.
- C. Value Analysis: It is also expected that the design professional will assist the University in optimizing the scope of work, and provide advice on options regarding the scope, materials, methods, systems, schedules, and other conditions affecting development and construction of the project.
- D. Schedule: Comply with established project schedule.

Definitions of Services

Identify, investigate, provide recommendations, and write specifications for:

- Asbestos sampling activity
- Indoor Air Quality and Air Sampling
- Asbestos Removal Specifications and Bid Preparation
- Lead Paint Testing
- Mold Studies
- Radon Sampling and Testing
- Air monitoring to support hazmat abatement

V. GENERAL INFORMATION

General Fee Information

Acceptable Reimbursables

Wayne State University has established certain limits on acceptable reimbursables from design and professional service consultants. Without regard to consultant's policies and practices, the University will accept as reimbursable costs only items as pre-approved by the University.

Reimbursement will be at actual cost, with no markup or multiplier. Respondents should consider these restrictions in formulating their responses to this RFP.

Unacceptable Reimbursables

Any cost not identified as an Acceptable Reimbursable is prohibited, subject to the terms and conditions of the Contract. Examples of non-reimbursable costs are:

- Transportation to/from and parking at the University from the Consultant's place of business
- Vehicle charges, vehicle rentals, (except those related to short term, long distance travel and
 pre-approved by University as described above) or per diem travel rates, etc. (Use of certain
 specialty vehicles by certain professional service consultants may result in acceptable hourly
 charges, such as soil boring rigs identify on Schedule of Fees form.)



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- Reproduction costs for routine documents during design, design review, owner review, and submittal sets to authorities having jurisdiction. (Currently, WSU posts documents electronically on WSU Purchasing Department's website. Consultant must submit documents in electronic form).
- Local and long distance telephone; fax services; internet connections, services or use.
- Ordinary shipping, express package services, postage and handling fees.
- Incidental computer work such as word processing; CAD license fees; plotting fees; equipment use charges; etc.

VI. FORMS AND INSTRUCTIONS

Description of Forms

Form #2015-1 Hazardous Material/Industrial Hygienist Hourly Fees by Job Description It must be acknowledged by all respondents.

This form allows all respondents to accept the indicated cost by employee type. The hourly value shown represents the billable hourly rate and includes all costs or multipliers (including normal reimbursables).

To be a valid proposal, this form must include the respondent's company name and include a proper signature and date.

Form 2015-2 Hazardous Material/Industrial Hygienist Schedule of Fees
It must be completed by all respondents. Bidders must provide Unit Price for inspection/testing activity, daily equipment rates, and others.

This form allows all respondents to indicate their unit cost for inspection/testing activity, daily equipment rates, and other items not listed but provided by the respondent. The unit/daily rate shown represents the billable unit rate and includes all costs or multipliers.

To be a valid proposal, this form must include the respondent's company name and include a proper signature and date.



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VII. RFP SCHEDULE:

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

Release of the RFP	May 16, 2015
Registration	June 22, 2015 by 5:00 p.m. Fax Registration Form to: 313-577-3747
Mandatory Pre-proposal Meeting	June 23, 2015 at 9:00 a.m. at the Facilities, Planning and Management, Conference Room #3, located at 5454 Cass Avenue
Final day / Deadline for Questions	June 30, 2015 by 12:00 p.m. to: Robert Kuhn, ac6243 Copy to Cynthia Branch, ab3577
Delivery of Proposals (6 Copies)	July 7, 2015 by 2:00 p. m. (local time) in the Purchasing Dept., Academic/Administration Bldg., 5700 Cass Avenue, 4th Floor – Suite 4200, Detroit, MI 48202
Short List Announced	July 2015
Presentations	* July 2015
Selection	August 2015
Contract Negotiations and Execution	August 2015

^{*} The University reserves the right to adjust this date at its own discretion.

No work shall commence until the contract is fully executed.

VIII. Proposal Requirements:

All firms responding to this RFP must submit complete responses to the applicable information requested in this section and <u>clearly note any exceptions to any information contained in the RFP</u>. Proposals are limited to 15 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 IX**. Proposals must present information in a clear and concise manner, following the format indicated below:

A. Executive Summary:

Provide a one page summary describing your understanding of the project, what unique qualities differentiate your firm from others responding to this Request for Proposal.

B. Firm Contact Information and Firm Overview:

 Clearly identify the name, address, e-mail and fax numbers of the project representative designated to receive all RFP information, addenda or any other official correspondence relating to the project. Provide a profile of the local office presence and capabilities of the local office to support this project.

C. **Experience**:

Describe in summary fashion the experience your team has with provision of services similar to the proposed **Service Category**, by indicating the use, scope, quantity and cost.



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D. **Team**:

Identify your company's proposed project team. Include the staff qualifications, resumes, roles and responsibilities that make them ideal candidates to work with WSU.

E. **Minority, Woman and Physically-Challenged Owned Business Enterprises (M/W/DBEs)** Specify in your proposal whether ownership of your company is a certified M/W/DBE.

F. Professional Service Contract:

WSU Contract for Design Professional Service is included in Appendix 2 of this RFP. Firms are required to completely define language amendment requests within their proposals to prevent contract execution delays. Proposals that are silent on this issue will leave the University to understand that no amendments are requested and the contract documents are acceptable as released herein. Steps taken to negotiate amendments that are not in the proposals may result in the University choosing to contract with another candidate partner.

The University intends to award contracts under a limited number vendors of no more than three (3).

IX. Selection and Evaluation Criteria:

The selection committee will review and consider the following:

- Accurate and specific responses to all requests for information as outlined in this RFP.
- The quality and comprehensiveness of responses from interviews for short listed teams.
- The qualifications and experience of firms as provided in the response to this RFP.
- Commitment to M/W/DBEs participation.
- Checks of references provided by the firm.

These criteria are not listed in any particular order.

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

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

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

X. Schedules to be Submitted with Vendor Proposal:

Schedule A: Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement

Schedule B: Insurance Requirements

Schedule C.1: Hourly Fees

Schedule C.2: Schedule of Fees



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Schedule D Summary Questionnaire



HAZARDOUS MATERIAL/INDUSTRIAL HYGIENIST June 16, 2015 Schedule A

RESPONSE TO WAYNE STATE UNIVERSITY REQUEST FOR PROPOSAL RFP: Des Other Prof Svcs Hazardous Material/Industrial HygienistServices Project 999-268174 AND TO ANY AMENDMENTS, THERETO

DATED: June 16, 2015

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.
- Compliance with the Requirements and/or Specifications, 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 **May 16, 2015,** 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 is to pay to any other VENDOR or to any of the aforementioned persons anything of value whatever, and that the VENDOR has not, directly or indirectly entered into any arrangement or agreement with any other VENDOR or VENDORS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

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

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



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CONFLICT OF INTEREST

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

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

Company Name:		
Address:	·	
-		
Telephone:	()	
Fax:	()	
e-mail:		
Tax Payer ID:		
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 (Rev 2-2015)

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

G 1D 1

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

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.

Maximum Acceptable Deductibles

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

Coverage

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

Certificates of Insurance



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

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

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



Schedule C.1 Hourly Fees by Job Description

(download separately from the Website)
http://www.forms.purchasing.wayne.edu/Building_Design.html



Schedule C.2 Schedule of Fees

(download separately from the Website)
http://www.forms.purchasing.wayne.edu/Building_Design.html



SCHEDULE D - SUMMARY QUESTIONNAIRE

				YES	ALTERNATIVE
1.	Can your company cor October 3, 2015?	nmence servi	ces on or before		
2.	Does your company ag references to the University specific contact names	ersity upon re	quest , with		
3.	Did you attend the mar on June 23, 2015?	ndatory Pre-P	roposal meeting		
4.	Did your company prov meet or exceed all our				
5.	Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, Schedule A?				
6.	Did your company complete and provide Schedules C.1 and C.2?				
7.	Please complete the fo	llowing questic	ons:		
	Total number of employ	ees in your co	mpany		
	Total years in business	with this comp	any name		
8.	Does your company ag to the University upon		financial reports		
9.	Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?				
10.	Are there any conflicts the University?	of interest in d	oing business with	Yes No	:
11	. ADDENDA: The u		firms that the cost of all wo ed in the lump sum price of		ne following Addenda are
	Addendum No.	Date	Addendum No.	Date	
	Addendum No.	Date	Addendum No.	Date	
	Addendum No.	Date	Addendum No.	Date	
	Addendum No.	Date	Addendum No.	Date	
	Addendum No.	Date	Addendum No.	Date	



Company Name:		
Signature _		
Typed Name _		
_	(Title)	(Date)



APPENDICES

Appendix 1, WSU Campus Map / Available Parking

Appendix 2, Registration Form

Appendix 3, WSU Contract for Design Professional Service



APPENDIX 1

(Wayne State University Campus Map)

See web site:

http://campusmap.wayne.edu/

A detailed list of Cash & Coin operated lots can be viewed at http://purchasing.wayne.edu/cash_and_credit_card_lots.php



APPENDIX 2

REGISTRATION/INTENT FORM

RFP: Design Other Prof Svcs Hazardous Material/Industrial Hygienist Services / Robert Kuhn Project Number 999-268174

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, June 23, 2015 at 9:00 a. m. and your intent to submit a proposal for the services listed. Please type or print the information requested below, then fax to attention Ms. Pat Wegner at (313) 577-3747 by, June 22, 2015, 12:00 noon.

VENDOR Name:		
VENDOR Address:		
Contact Person:		
Telephone:	_()
Fax:	_()
E-mail		
YES	I will be at	tending the mandatory Pre-proposal meeting on June 23, 2015
	Location:	Facilities, Planning and Management 5454 Cass Avenue , Conference Room #3 Detroit, MI 48202
	Time:	9:00 a. m.
NO		participate in the Request for Proposal and will not be

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



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

Robert Kuhn Senior Buyer



APPENDIX 3

CONTRACT FOR DESIGN PROFESSIONAL SERVICES PROFESSIONAL SERVICES

CONTRACT TEMPLATE



WAYNE STATE UNIVERSITY

MASTER AGREEMENT AND CONTRACT FOR PROFESSIONAL SERVICES AS A PREFERED VENDOR-DESIGN AND PROFESSIONAL SERVICES

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

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

and

Name_of_Consultant
Address_of_Consultant
City, State ZIP

regarding

Preferred Vendor Design and Professional Services WSU Contract No. 999-268174



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 under Wayne State University's Preferred Vendor Design and Professional Services Program as defined in the request for proposal dated May 22, 2013, in accordance with this agreement, including the proposal responses dated June 19, 2013, forms #2013-1 and #2013-2 attached here to as Exhibit A and made a part hereof. In the case of conflicts between the contract and the Consultant's proposal, the language of this contract shall prevail. Individual project work will be released under a separate purchase order number accompanied by specific project descriptions and deliverable requirements.
- 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 individual project purchase order and shall complete the same in accordance with the time schedule set forth therein and shall complete all services pursuant to this agreement.
- 2.2 This Master Agreement for Preferred Vendor-Design and Professional Services shall terminate on September 30, 2018.

Article 3: Compensation and Method of Payment

3.1 The University shall pay the Consultant for its services under this agreement in





accordance with the fee schedule attached as Exhibit A.

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

Article 4: Standard of Performance

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

Article 5: Ownership of Documents



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

Article 6: Confidentiality

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



Article 7: Safety and Security

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

Article 8: Save Harmless

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

Article 9: Insurance

- 9.1 The Consultant, at its cost, shall obtain and maintain the following insurance with respect to its performance under this Agreement:
 - 9.1.1 Comprehensive General Liability Insurance, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.
 - 9.1.2 Comprehensive Automobile Liability Insurance (Owned, Hired, and Non-Owned Vehicles), in an amount of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and Five Hundred Thousand Dollars (\$500,000) per occurrence for property damage.
 - 9.1.3 Professional Liability Insurance (Errors and Omissions) in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate. Such insurance shall include coverage or amendatory endorsements for bodily injury, death or property damage arising out of the discharge, disposal or escape, whether or not sudden or accidental, of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, 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 The Consultant shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Article 12: Notices





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

Article 13: Nonassignment

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

Article 14: Dispute Resolution

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



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

Article 15: Miscellaneous

- 15.1 The terms and provisions of Article 4, entitled "Standard of Performance", Article 5, entitled "Ownership of Documents", Article 6, entitled "Confidentiality", Article 8, entitled "Save Harmless", Article 9, entitled "Insurance", and Article 10, entitled "Audits and Records", shall survive the termination of this Agreement, howsoever brought about.
- 15.2 All written communications from the Consultant shall be addressed to WSU. The Consultant shall only take instructions from the person or persons who from time to time are authorized in writing by WSU to give the same.
- 15.3 The work shall be performed by the Consultant in such a manner and at such a time so as not to interfere with or interrupt the operations of WSU.
- 15.4 This Agreement shall be subject to and governed by the laws of the State of Michigan. The Consultant shall exercise usual and customary professional care in its efforts to comply with all applicable local, county, state, and federal codes, rules, regulations, and orders, in effect as of the date of the execution of this Agreement.
- 15.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.
- 15.6 This Agreement may not be modified except by written amendment executed by the parties hereto.
- 15.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
- 15.8 This Agreement supersedes all previous agreements between WSU and the Consultant concerning this work.
- 15.9 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute and be one and



the same Agreement.

- 15.10 In the performance of the services under this Agreement, the Consultant shall be an independent contractor, maintaining complete control of Consultant's personnel, subcontractors, and operations. As such, the Consultant shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes, and any similar taxes relating to the performance of this Agreement. The Consultant, its employees and agents, shall in no way be regarded nor shall they act as agents or employees of WSU.
- 15.11 The Consultant covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or physical handicap, unless pursuant to a bonafide occupational qualification. Breach of this covenant may be considered a material breach of the contract. By acceptance of this order, the Consultant certifies that it will comply with all applicable provisions of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations at 41 CFR Chapter 60.
- 15.12 In the event that any term or provision of this Agreement conflicts with any other provision of the attached proposal, this Agreement shall control.

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

CONSULTANTS_NAME	WAYNE STATE UNIVERSITY
By:	By:
Name:	Name: William R. Decatur
Print or type name above Title:	Title: Vice President for Finance and Business Operations
Date:	Date:
FORM CONTRACT APPROVED BY OGC 11/25/98 Rev9_6_9_2015_RGP (formatting only)	

APPENDIX 4

Contractor Performance Evaluation

In an effort to provide continuous process improvement regarding the construction of various university projects, Wayne State University is embarking upon a process of evaluating the contractor's overall performance following the completion of work. At the conclusion of the construction project a subjective evaluation of the Contractor's performance will be prepared by the Project Manager and the supervising Director of Construction. The evaluation instrument that will be used in this process is presented below:



	Contractor	Eval	uat	ion S	She	et			
Contractor Name :		-	Project Name:						
Contractor's PM:Superintendent:		-	PM Name:PO#:						
Designer:		_	Project Number:				ι οπ		
		_							
	TION SCORING: 1 = Unacceptable, 2 = Less than Sat								llent
Note: Co	omments are REQUIRED if any score is less than 3.	Write co	ommo	ents or	n the	back of	the eval	uation.	
Field Management			Score			Weight Total			
1)	Work Planning / Schedule:	1	2	3	4	5		8	
2)	Compliance with Construction Documents:	1	2	3	4	5		8	
3)	Safety Plan & Compliance:	1	2	3	4	5		5	
4)	Compliance with WSU procedures:	1	2	3	4	5		7	
5)	Effectiveness of Project Supervision:	1	2	3	4	5		8	
6)	Project Cleanliness:	1	2	3	4	5		3	
7)	Punch List Performance:	1	2	3	4	5		5	
8)	Contractor Coordination with WSU Vendors:	1	2	3	4	5		3	
9)	Construction Quality:	1	2	3	4	5		8	
Admin	istrative Management								
10)	Responsiveness:	1	2	3	4	5		4	
11)	Contractor communication:	1	2	3	4	5		4	
12)	Contractor Professionalism:	1	2	3	4	5		3	
13)	Subcontractor Professionalism:	1	2	3	4	5		3	
14)	Compliance with Contract Requirements:	1	2	3	4	5		3	
15)	Submittal\RFI Process:	1	2	3	4	5		4	
16)	Close-out - Accuracy of Documents	1	2	3	4	5		7	
nvoice	e and Change Management								
	Change Management	1	2	3	4	5		7	
18)	Applications for Payment	1	2	3	4	5		6	
19)	Timely payment of Subs/Suppliers:	1	2	3	4	5		4	
								Total 100	Total
20)	Level of Self-Performance:	Low		Med		High			
	Would you work with this Contractor again?			Yes		No			
	Would you work with this team again?			Yes		No			
One year	r follow up								
	g Was Kantyo SupperM Projects 2015 Calendar Year FPM Preferred D	Design 1 nd	Prof 2 ssi	onal 3 erv	ces 4 01	Is∖B 5 i Num	ber 1 Des O	therProfSVcs - Hazardon	us MaterialIndustri
Evaluato	r								
	Signature				Date	:			
-	Title	_							



We are providing the evaluation instrument at this time to allow the bidder's to review and understand the criterion that the University's project management team will use to evaluate the successful bidder's performance at the conclusion of the project. It is the intent of the university to utilize the results of this evaluation to determine if it will continue to conduct business with the Contractor in future bidding opportunities.

The scoring range is between 100 to 500 points, with 100 being low and 500 being high. Each question has an associated 'weight' factor, and the higher the weight; the greater the importance of satisfactory performance on the final score. At the conclusion of the project, and after the Project Manager and the supervising Director has prepared their independent evaluation, the University's project representative will meet with the Contractor to review the results. Acceptable contractor performance is essential to avoid having the University decline future work with the Contractor. An appeals process is available for Contractor disagreement with evaluation scores.

Contractors engaged in work are encouraged to maintain an open and regular dialog with the Design and Construction Department over the course of the construction project to ensure that the final evaluation is an accurate representation of the Contractor's performance.