



Division of Finance and Business Operations

**Request for Proposal
And Specifications For
Professional Design Services for the
New Data Center 2016**

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Wayne State University

**Wayne State University
Procurement & Strategic Sourcing**

July 14, 2016



**Professional Design Services New Data Center 2016
Pre- Proposal Meeting**

AGENDA
July 14, 2016 at 10:00 am

- | | |
|---|--|
| 1. Welcome to Wayne State University
Sign in Sheets (Purchasing) | Robert Kuhn |
| 2. Professional Design Services New Data Center
2016 Overview | Kidest Albaari |
| 3. Project Description | Computing & Information Technology |
| 4. RFP Details | Computing & Information Technology |
| • Level of effort | |
| • Contract | |
| • M/WBE participation | |
| • Fee Proposal Forms | |
| 4. Reiteration of Instructions | Robert Kuhn |
| 5. Q/A | Computing & Information Technology / Robert Kuhn |

All future questions to be directed to Purchasing by noon on July 28, 2016 to: Robert Kuhn, ac6243 copy to Valerie Kreher, ab4889@wayne.edu.



Table of Contents

Section	Pages
I. Instructions to Design Professional	2
II. Project Scope	3
III. Design Professional Services and Deliverables	4
IV. Project Schedule	4-5
V. Proposal Requirements	5-6
VI. Selection/Evaluation Criteria	6-7
VII. Schedules, to be submitted with Vendor Proposal	7
<u>Schedule A:</u>	Proposal Certification, Non-Collusion Affidavit, Vendor Acknowledgement
<u>Schedule B:</u>	Insurance Requirements
<u>Schedule C:</u>	Level of Effort Table (download separately)
<u>Schedule D:</u>	Summary Questionnaire
<u>Schedule E:</u>	Qualification Questionnaire
VIII. Appendices:	
<u>Appendix 1,</u>	WSU Campus Map / Available Parking
<u>Appendix 2,</u>	Registration/Intent Form
<u>Appendix 3,</u>	WSU Contract for Design Professional Service
<u>Appendix 4,</u>	Project Site Map
<u>Appendix 4.1</u>	Site Photo



I. Instructions to Design Professional:

Wayne State University invites teams to submit proposals to provide all necessary professional design services, including specialty consultants, as required for a complete project leading to the construction and occupancy of a new **Data Center**.

This Request for Proposal (RFP) defines the requirements and expectations of the project, the expected contract environment, and guidelines for the preparation of proposals for the University's use in selecting a firm for the project. **Enclosed in this fax is the Registration, which is the confirmation of your intent to participate. This form should be emailed to Robert Kuhn, Sr. Buyer, at: ac6243@wayne.edu by July 20, 2016 by 4:30 p. m.**

Proposals are due before 2:00 p.m., local time, on August 4, 2016. Proposals received after this time will be rejected. **Six (6) copies** of the proposal are to be submitted in a sealed envelope or box at the University's Purchasing Department.

In addition, an electronic version is required, which should be submitted to our secure mailbox at **rfp@wayne.edu** and be sure your subject line reads **"(company name) RFP Professional Design Services - New Data Center 2016 Response"**. The electronic submission should be limited to no more than one of each of the following file types: 1 PDF document and/or 1 Word Document and/or 1 Excel Workbook, with a total file size less than **20 megabytes**. If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your Proposal. If you do not receive an auto-reply message, check the address you used and resubmit your Proposal. However, in the event a discrepancy exists between the electronic submission and the original copy of the Vendor's Response Proposal, the original copy will prevail.

Proposals shall be addressed to:

Professional Design Services - New Data Center 2016
Project No. 193-281894

Robert Kuhn, Sr. Buyer
Academic/Administration Building
Wayne State University (Purchasing 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 Professional Design Services**
New Data Center 2016 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** at **ac6243@wayne.edu** and copied to **Valerie Kreher** at **ab4889@wayne.edu**, per the project schedule. Inquires directed to other University personnel may result in disqualification.

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



II. Project Scope:

Wayne State University is seeking proposals for professional design services for a New Data Center. The intent of this solicitation is to encourage the submission of proposals to provide full services for the complete design of a new Data Center. The design professional will participate in all phases of this project from planning, design, bid, contractor selection and award, construction administration, and project closeout, providing services outlined in this RFP.

The design and construction of the project will be managed by the Wayne State University Facilities Planning & Management, Design & Construction Services Department in conjunction with the Computing & Information Technology Critical Facilities group. The design professional will work together with the University representatives through all phases of this project.

The design professional must possess valid professional licensure in the state of Michigan.

Project Background:

Wayne State's main campus is located in Detroit's Midtown neighborhood on approximately 210 acres. The campus includes more than 120 buildings totaling just over 12 million gross square feet. Currently Wayne State University's Computing Services Center resides at 5925 Woodward Avenue. The existing facility supports the University's data center, staff and support spaces. The New Data Center building will be located at Parking Lot #15 at the south west corner between Cass Avenue and Antoinette adjacent to the existing computing center. This lot is actively used for parking vehicles, and will be repurposed for this new construction project.

Proposed Project Description:

Computing & Information Technology (C&IT) is Wayne State University's central information technology (IT) organization, in the Division of Academic Affairs. C&IT provides services and resources that support and enhance Wayne State University's teaching, learning, research, and administrative activities. C&IT's primary goal is to provide technology services that enable our students, faculty, and staff to be successful at Wayne State. C&IT provides basic hosting services at the Computing Center Building to schools, colleges, and divisions of the University.

The existing data center has been in operation since 1960. A portion of the data center is housed in a building that was built in the 1920's. The purpose of the new building is to provide current-best-practice environment to support University computing operations while offering flexibility and future growth. New data center schedule must acknowledge adjacent I-94 bridge reconstruction and pending new Detroit Edison (DTE) electrical service installation.

The new building will provide an approximately 6,000 sf data center, and approximately 4,000 sf of support spaces, a total of 10,000 sf building. The building design should include:

Space Requirements:

- 6,000 square foot computing room floor space
- An operations center with accommodations for two to four staff members, and restroom facilities.
- Mechanical room, utilities, security, fire protection, power back-up, network infrastructure, etc.
- Build to LEED Silver Certification Standards
- Security considerations including the data center proper, supporting area and outside perimeter including counter terrorism measures.

Renovation of the existing Data Center, and improvements to the existing building façade are Phase II.



M/E/P Expectations:

- An energy/reclamation system.
- Incorporate existing generators
- Analyze application to determine if additional generators would be required for future load growth
- Design to meet or exceed ASHRAE Standard 90.4 with Power Usage Effectiveness (PUE) using performance and prescriptive based criteria for a PUE<1.5 with the consideration that we will be re-using the existing computing servers and systems.
- Redundant 500kva UPS system with battery back-up
- A/B power distribution
- Fire suppression system
- Highly efficient HVAC system that makes use of ambient outdoor conditions
- Humidification system and building architecture that will maintain the environment at 40-50% RH
- DCIM with inventory control management
- Include infrastructure to support future needs
- Reserve ground space for horizontal expansion of the equipment room
- Network backbone infrastructure pathway
- Coordinate with the power sub-station and the Cass Avenue Bridge work by others

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

The scope of this project is to develop a program for and provide services from schematic design through construction administration for the **New Data Center 2016**.

- A. The successful design team will be contracted to provide complete services for the schematic design, design development, and the development of contract documents intended for bidding purposes for the project.
- B. The University intends to select one responsive design professional for award of the project.
- C. In general, the basic services to be provided by the Design Professional shall include all typical meetings and correspondence to support the activities, all architectural, mechanical, electrical, structural, civil, fire protection, interior design, signage, landscaping, building security, audiovisual systems, acoustical, lighting, telecommunications and cost estimating elements. **NOTE:** The University has a preferred vendor relationship with Siemens for building automation design and programming. Siemens is to be incorporated into all early planning and design activities and will provide, in cooperation with the Design Professional, construction documents to be incorporated into the bid document set necessary to bid building automation requirements.
- D. The Design Professional shall assist the University in optimizing the scope of work and provide advice on options regarding the site, scope, materials, methods, systems, schedules, and other conditions affecting development and construction of the project.
- E. The Design Professional will comply with the University's current Construction Design Standards <http://facilities.wayne.edu/design/wsudcsm.pdf>, and Computing and Information Technology Department (C&IT) Standards for this design process <http://computing.wayne.edu/docs/ws-communications-standards.pdf>.
- F. The design professional selected for this project will be required to produce the following deliverables as part of their scope of work for the project:
 1. Program Statement and Presentation Component:
 - a. Program goals and objectives for the project.
 - b. Preliminary room inventory and data sheets to support the proposed program.
 - c. Conceptual block floor plans with relationship demonstrating integration into campus, existing building and building systems as a whole.



- e. Building architecture to be further developed based on feedback received from the University's appointed project committee.
 - f. Narrative outlines of the architectural systems describing materials and finish levels, proposed mechanical, electrical, audio visual, lighting, communication, and security systems as needed to estimate the project costs.
2. Schematic Design:
- a. Site and Exterior Space Relationships.
 - b. Building and Construction Systems: Recommendations for structural, mechanical and electrical systems. Basic utilities, including availability, capability, and environmental impact.
 - c. Project Cost: Estimate The project with sufficient detail to support the design intent.
 - d. Design and Construction Schedule.
 - e. Drawings and Outline specifications: site plan, floor plans, elevations, sections and outline specifications.
 - f. LEED Checklist: Indicate anticipated points required to achieve silver certification.
 - g. Renderings as required to demonstrate design intent.
3. Design Development:
- a. Site and Exterior Space Relationships.
 - b. Building and Construction Systems: Recommendations for structural, mechanical and electrical, lighting, audio visual, communication, and security systems. Basic utilities, including availability, capability, and environmental impact.
 - c. Project Cost: Updated estimate with sufficient detail to support the design intent at 50% complete.
 - d. Design and Construction Schedule.
 - e. Drawings and Outline Specifications: site plan, floor plans demonstrating space allocations, interior and exterior elevations, sections, and outline specifications developed to demonstrate design intent.
 - f. LEED Checklist: Indicate anticipated points required to achieve silver certification.
 - g. Renderings as required to demonstrate design intent.
 - h. Exterior rendering of the **New Data Center**.
 - i. Comprehensive room equipment and data sheets for all project rooms necessary to make the spaces fully functional and ready for use.
 - j. Proposed finish material schedule and samples.
4. Construction Documents:
- a. Site and Exterior Construction Documents: Civil drawings noting existing utilities and new; and landscape plans including site lighting, hardscape and planting materials.
 - b. Complete Building and Construction Documents: Plans and specifications, including but not limited to architectural, structural, mechanical, electrical, lighting, Audio Visual, communication, and security systems and specialty disciplines as identified previously, to be used for bidding purposes.
 - c. Project Cost: Updated estimate prior to bidding with sufficient detail to support the contract documents at 65% and 100%.
 - d. Construction Schedule: Indicate critical mile stones through project completion.
 - e. LEED checklist: Indicate anticipated points required to achieve silver certification.



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

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

IV. Project Schedule:

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

Release of the RFP	July 14, 2016
Registration	July 20, 2016 by 4:00 p.m. Fax Registration Form to: 313-577-3747
Mandatory Pre-proposal Meeting	July 21, 2016 at 10:00 am at the C & IT Department, Conference Room 150 , located at 5925 Woodward
Final day / Deadline for Questions	July 28, 2016 by 12:00 p.m. to: Robert Kuhn, ac6243 Copy to Valerie Kreher, ab4889@wayne.edu
Delivery of Proposals (6 Copies)	August 4, 2016 by 2:00 p.m. in the Purchasing Dept., Academic/Administration Bldg., 5700 Cass Avenue, 4 th Floor – Suite 4200, Detroit, MI 48202 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 Professional Design Services - New Data Center 2016 Response".
Short List Announced	August 16, 2016
Presentations	Week of August 22-26
Selection	September 7, 2016
Contract Negotiations and Execution	September 8, 2016
Conduct and Complete Project Deliverables	Open Summer of 2018 pending bridge construction

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

No work shall commence until the contract is fully executed.



V. Proposal Requirements:

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

A. Executive Summary:

Provide a one page summary describing your understanding of the project, what unique qualities differentiate your firm from others responding to this Request for Proposal. List all team members by firm name and define their roles for this project. Describe in summary fashion the experience your team has with projects similar to the proposed **New Data Center**, by indicating the use, quantity and cost relative to a time frame (for example, note actual similar building types completed over the past three years, with an average project cost of over \$10M each).

B. Firm Contact Information and Firm Overview:

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

C. Experience:

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

D. Team:

Identify your company's proposed project team. Include the staff qualifications, licensure, biographies, roles and responsibilities that make them ideal candidates for project. Include project experience related to Data Center

E. Approach:

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

F. Schedule:



Present a milestone schedule for the proposed project. Prepare the schedule in sufficient detail to define major project milestones, release of a maximum of five phased bid documents, (describe generally what work will be associated with each release), and the anticipated overall project duration. Project schedule must indicate that Program Statement and Schematic Design Submission for this project are to be completed no later than March 3, 2017, assuming that design will commence in September 2016.

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

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

H. Proposed Fee:

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

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 the following:

1. Sub-Consultants (subject to WSU prior approval) professional fees and reasonable travel and transportation costs.
2. Certain pre-approved long distance transportation and travel expenses for comparative site visits at the request of and on behalf of WSU. (Applicable to design, professional service and sub-consultants.)
3. Special art work, renderings, perspectives, or models requested and approved by WSU outside of those listed in base services.
4. Plan review fees from authorities having jurisdiction.

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:



1. Transportation to/from and parking at the University from the Consultant's place of business
2. 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.)
3. 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. Designer must submit documents in electronic form.)
4. Local and long distance telephone; fax services; internet connections, services or use.
5. Ordinary shipping, express package services, postage and handling fees.
6. Incidental computer work such as word processing; CAD license fees; plotting fees; equipment use charges; etc.

I. Professional Service Contract:

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

The University intends to initially award the contract for all phases of work required to complete the program and planning phases through the construction administration phase. Responses to the RFP must include a completed Schedule C – Level of Effort Table for all phases of work to reflect the project information provided within this RFP.

V. Selection and Evaluation Criteria:

The selection committee will review and consider the following:

- Accurate and specific responses to all requests for information as outlined in this RFP.
- The quality and comprehensiveness of responses from interviews for short listed teams.
- The quality and comprehensiveness of the project approach as presented in the RFP and interviews.
- The qualifications and experience of the proposed project team (firms and individuals) and a demonstration of their ability to successfully deliver the project. - Commitment to M/W/DBEs as either joint venture partners or sub-consultants.
- Checks of references provided by the firm.
- Fees and schedule will be considered to determine the best value for the University.

These criteria are not listed in any particular order.

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

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



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

VI. Smoke and Tobacco-Free Policies (9-2015)

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

Schedules to be submitted with Vendor Proposal:

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



RESPONSE TO WAYNE STATE UNIVERSITY
REQUEST FOR PROPOSAL
RFP: Professional Design Services - New Data Center 2016
AND TO ANY AMENDMENTS, THERETO

DATED: July 14, 2016

PROPOSAL CERTIFICATION, ACKNOWLEDGEMENTS,
and NON_COLLUSION AFFIDAVIT

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

ACKNOWLEDGEMENTS

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

- All of the requirements in the Scope of Work of this RFP have been read, understood and accepted.
- The University's General Requirements and Guidelines have been read, understood and accepted.
- Compliance with the Requirements and/or Specifications, General Requirements and Guidelines, and any applicable Supplemental Terms and Conditions will be assumed acceptable to the VENDOR if not otherwise noted in the submittal in an Exhibit I, Restricted Services.
- The Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal or State of Michigan department or agency.
- Wayne State University is a constitutionally autonomous public university within Michigan's system of public colleges and universities, and as such, is subject to the State of Michigan Freedom of Information Act 442 of 1976. Any Responses Proposals, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act, and may be released to third parties in compliance with that Act, regardless of notations in the VENDOR's Proposal to the contrary.
- 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 14, 2016**, except as noted in Exhibit 1, the "**Restricted Services/Exceptions to RFP**" section of the Proposal. If there are no modifications, deviations or exceptions, indicate "None" in the box below:

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

NON-COLLUSION AFFIDAVIT

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



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

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

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

CONFLICT OF INTEREST

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

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

Company Name: _____

Address: _____

Telephone: (_____) _____

Fax: (_____) _____

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).



Professional Design Services New Data Center 2016
WSU Project No. 193-281894

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

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



Schedule C Level of Effort Table

(download separately from the Website)

http://www.forms.purchasing.wayne.edu/Building_Design.html



SCHEDULE D - SUMMARY QUESTIONNAIRE

	YES	ALTERNATIVE
1. Does your company agree to provide a minimum of 3 references to the University upon request , with specific contact names and phone numbers?	_____	_____
2. Did you attend the mandatory Pre-Proposal meeting on July 21, 2016?	_____	_____
3. If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements?	_____	_____
4. Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, Schedule A?	_____	_____
5. Did your company complete and provide the Level of Effort Table, Schedule C , and submit it electronically to rfp@wayne.edu?	_____	_____
6. Please complete the following questions:		
7. Total number of employees in your company	_____	
8. Total years in business with this company name	_____	
9. Does your company agree to provide financial reports to the University upon request?	_____	_____
10. Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?	_____	_____
11. Are there any conflicts of interest in doing business with the University?	____ Yes ____ No	

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

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



Professional Design Services New Data Center 2016
WSU Project No. 193-281894

Company Name: _____

Signature _____

Typed Name _____

(Title) (Date)



APPENDICES

<u>Appendix 1,</u>	WSU Campus Map / Available Parking
<u>Appendix 2,</u>	Registration/Intent Form
<u>Appendix 3,</u>	WSU Contract for Design Professional Service
<u>Appendix 4,</u>	Project Site Map
<u>Appendix 4.1</u>	Site Photo



APPENDIX 1

(Wayne State University Campus Map)

See web site:

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

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



APPENDIX 2

REGISTRATION/INTENT FORM

RFP: Professional Design Services New Data Center 2016 /Robert Kuhn

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, **July 21, 2016 at 10:00 am** and your intent to submit a proposal for the services listed. Please type or print the information requested below. **This form should be emailed to Sonya Hubbard, Lead Secretary at rfp@wayne.edu , by July 20, 2016, 12:00 noon.**

VENDOR Name: _____

VENDOR Address: _____

Contact Person: _____

Telephone: (_____) _____

Fax: (_____) _____

E-mail _____

YES _____ **I will be attending the mandatory Pre-proposal meeting on July 21, 2016**

**Location: C & IT Department
5925 Woodward,
Conference Room 150
Detroit, MI 48202**

Time: 10:00 am

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

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

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

**Robert Kuhn
Sr. Buyer**



APPENDIX 3

**CONTRACT FOR DESIGN PROFESSIONAL
SERVICES PROFESSIONAL SERVICES**

CONTRACT TEMPLATE



Rev. 3-1-25-2013

WAYNE STATE UNIVERSITY

CONTRACT FOR PROFESSIONAL SERVICES

Executed as of the _____ day of _____, 2016, by and between:

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

and

Name_of_Consultant
Address_of_Consultant

regarding

Professional Design Services New Data Center 2016
WSU_Project_Number



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

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

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

Article 1: Scope of Engagement

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

Article 2: Term

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

Article 3: Compensation and Method of Payment

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

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

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

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



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

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

Article 4: Standard of Performance

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

Article 5: Ownership of Documents

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

Article 6: Confidentiality

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



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

Article 7: Safety and Security

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

Article 8: Save Harmless

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

Article 9: Insurance

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



- 9.1.2 Comprehensive Automobile Liability Insurance (Owned, Hired, and Non-Owned Vehicles), in an amount of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and Five Hundred Thousand Dollars (\$500,000) per occurrence for property damage.
- 9.1.3 Professional Liability Insurance (Errors and Omissions) in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate. Such insurance shall include coverage or amendatory endorsements for bodily injury, death or property damage arising out of the discharge, disposal or escape, whether or not sudden or accidental, of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any water course or body of water.
- 9.1.4 Worker's Compensation Insurance adequate to meet statutory requirements of all jurisdictions having authority over such claims.
- 9.2 Such insurance shall cover the Consultant and those for whom it may be responsible; shall name WSU as additional insured under the foregoing Comprehensive General Liability and Comprehensive Automobile Liability insurance policies; shall cover claims and losses occurring during or at any time after the term of this Agreement and shall otherwise be to the reasonable satisfaction of WSU. Such liability coverage, where applicable, shall be primary to any insurance maintained by WSU. The Consultant shall provide WSU with documentation sufficient to evidence such insurance coverage, and shall require its insurers to immediately notify WSU in writing of any proposed change or cancellation of such insurance or if the amount of the aggregate available for claims by WSU falls below the amounts set forth above.

Article 10: Audits and Records

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

Article 11: Termination

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

Article 12: Notices

- 12.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when hand-delivered or deposited in the U.S. mail, certified or registered, return receipt requested, in a postage prepaid envelope addressed to the Consultant's



or WSU's respective addresses. Either party may designate a different address for notices by giving written notice to the other.

Article 13: Nonassignment

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

Article 14 – Dispute Resolution

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

Article 15: Miscellaneous

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



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

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



above written.

CONSULTANTS_NAME

WAYNE STATE UNIVERSITY

By: _____

Signature

Name: _____

Print or type name here

Title: _____

Date: _____

by: _____

Signature

Name: William Decatur

Title: Vice President for Finance and
Business Operations

Date: _____

FORM CONTRACT APPROVED BY OGC 11/25/98
Rev8_5_14_2012_RGP

Sample



APPENDIX 4, 4.1

PROJECT SITE PHOTOS AND MAP

(download separately from the Website)

http://www.forms.purchasing.wayne.edu/Building_Design.html

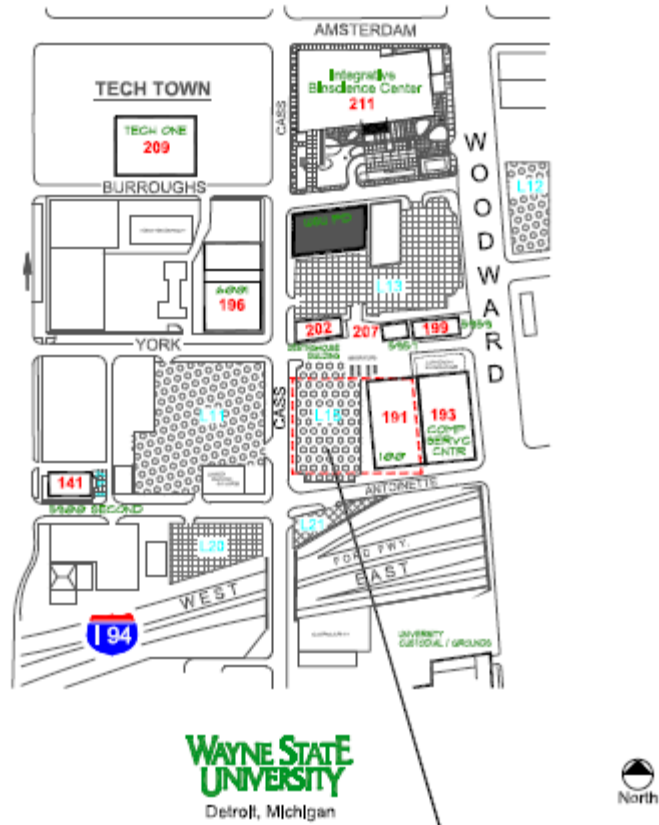
The New Data Center – Site Photos



North



The New Data Center Project



WSU Project # 193 - 281894
July 12, 2016

Appendix 4.0

New Data Center
Antoinette at Cass Aveni

