

REVISED – Mandatory Pre-bid is September 23, 2013 at 2pm



Division of Finance and Business Operations

Request for Proposal

And Specifications For

Miscellaneous Trade Projects

**Time and Materials Work for the following trades:
Electrical, Mechanical, Plumbing, Glass Work, Asbestos
Abatement, Carpentry, Masonry, and Signage**

WSU Project Number TM-FY2014

Prevailing Wage Work

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Wayne State University

**Wayne State University
Procurement & Strategic Sourcing**

September 16, 2013



**Miscellaneous Time & Materials 2014
Pre- Proposal Meeting**

**AGENDA
September 23, 2013 at 2:00 pm**

- | | |
|---|-----------------------------------|
| 1. Welcome to Wayne State University
Sign in Sheets (Purchasing) | Paula Reyes |
| 2. Miscellaneous Time & Materials 2014 Overview | Steven Pecic |
| 3. Project Description | Steven Pecic |
| 4. RFP Details | Steven Pecic |
| 4. Reiteration of Instructions | Paula Reyes |
| 5. Q/A | Steven Pecic / Paula Reyes |

All future questions to be directed to Purchasing by noon on September 27, 2013. **to: Kimberly Tomaszewski, ac9934@wayne.edu
copy to Paula Reyes, preyes@wayne.edu**



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<u>Appendix 3,</u>	WSU Contract for Contractors Service



I. Instructions to Contractors:

Wayne State University invites you to participate in the Request for Proposal process, for Time and Materials Work for the following trades:

- Electrical
- Mechanical
- Plumbing
- Glass Work
- Asbestos Abatement
- Carpentry
- Masonry
- Signage
- Glass

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 contractors for the individual trades above. **Enclosed in this fax is the Registration, which is the confirmation of your intent to participate. This form should be faxed to (313) 577-3747 Attn: Ms. Pat Milewski, WSU Purchasing Department by September 20, 2013 by 4:30 p.m.**

Proposals are due before 12:00 p.m., local time, on October 04, 2013. Proposals received after this time will be rejected. **Two (2) complete 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 Miscellaneous Time & Materials 2014 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:

Miscellaneous Time & Materials 2014
Project No. **WSU Project Number TM-FY2014**

Kimberly Tomaszewski, Senior 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 Miscellaneous Time & Materials 2014 Response"**.

All inquiries regarding this Request for Proposal and these two projects shall be made in writing and submitted by e-mail to **Kimberly Tomaszewski** at **ac9934@wayne.edu** and copied to **Paula Reyes** at **preyes@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 contractors will be based on the Contractor's response to this RFP and presentations.



II. Project Scope:

Wayne State University Design and Construction Services Time and Material Request for Proposal from Skilled Trade Contractors

Wayne State University requests proposals from skilled trade and other specialty contractors to support small University renovation projects across campus. It is the University's intention to award zero sum Contracts for Construction to an unspecified quantity of business entities, who must self-perform in each category to support the construction of projects where the University manages the project delivery as if it were the general contractor. Following the execution of Contracts for Construction, the University will issue a blanket purchase order with a specified value. Work will be distributed in two methods based on the University's accounting practices. Projects that are invoiced directly to customer accounts will be released by the University through project specific work orders, against which each project's costs will be tracked and billed. Projects that have capital project accounts set-up for their execution will have T&M unique PO's developed for assignment completion and charge tracking remains the same as work order assignments; all terms and conditions of the Master Contract will prevail in both instances. Minimum requirements associated with all business entities proposing to provide skilled trade and other specialty services are as follows.

Remuneration

Remuneration will be based on the actual cost of time and materials, and may be, in the case of carpeting, vinyl composition flooring, painting, and concrete, based on unit pricing. Under this contract relationship, no construction will be based on fixed, lump-sum pricing. There may be occasion when the University chooses to assign work based on lump-sum, but such assignments will require the execution of separate Contracts for Construction that specifically define the contract sum as being based on a proposed lump-sum price. All assignments shall be based on estimated costs proposals associated with a defined scope of work provided by the University's project manager. All proposals shall summarize the project scope.

Scope of Labor

Bidders are to understand that all construction mechanics providing service under the eventual Contract must minimally be paid a wage and fringe benefit rate commensurate with prevailing wage, as dictated by the Wayne State Board of Governors and referenced by the Michigan Prevailing Wage Act, as amended from time to time. Further, such construction mechanics must be employees of the business entity awarded the Contract. The use of 1099 contractor relationships are not permitted under the scope of this contract and are therefore ineligible to perform work under the T&M agreements established.

Cost of Materials

The cost of materials and non-capitalized / rented equipment required to construct assigned projects will be based on actual cost to the trade contractor. Any chargeable rented equipment must be approved in advance by the project manager for it to be eligible for reimbursement.

The appropriate mark-up rates are defined in the RFP Schedule C. Unless specifically noted and accepted in the form of a written proposal, stocking or inventory carrying costs shall be disallowed. Consumable supplies shall be invoiced as a percentage of the total project at 5% of the T&M costs invoiced, before mark-up.

Invoicing

Invoices shall be submitted on a project by project basis, and represent the cost exclusive to a single work order or PO assignment. Invoices must include a listing of all applicable construction labor by



name, the quantity of hours being billed, the hourly charge-out rate, and the extended cost. Materials must be billed at cost plus the mark-up.

Supporting documentation required with each invoice shall include certified payroll forms showing the same construction mechanics listed on the invoice, the job classification code for each, as established by the Prevailing wage schedule, and other pertinent data required of the form. Copies of material and non-capitalized / rented equipment invoices from suppliers must also accompany payment requests. Invoices for the cost of materials and supplies drawn from the bidder's warehoused inventory must be accompanied by current supplier invoices. Supplier invoices or a preapproved notarized materials catalogue listing the exact purchase price of materials to the vendor for a specified duration of time shall be used to evidence material costs, in combination with the daily summary time sheets that are field signed by the customer. Pay applications must also include appropriate waivers with each work assignment, and a sworn statement for work assignments that involve a subcontractor "with value and/or materials in excess of \$1,000.00". All payment application requirements and contract conditions apply to the subcontractor as well.

Inventory carrying costs shall be disallowed. Supporting documentation for the cost of labor, the cost of materials, and the costs of non-capitalized / rented equipment must reconcile with invoice summaries. If not, invoices will be rejected until such time as acceptable supporting documentation is provided.

When the assignment leads to a desire by the contractor for partial payments, the invoice format must coincide with information similar to an AIA G701 and G702 Application for Payment. All substantially complete work order assignments must be invoiced within 30 days or less, and be accompanied by the work order close out documents explained herein.

Trucks, Vehicle, Transportation and Deliveries

A nominal cost for contractor service vehicles is built into the hourly charge rate specified in RFP Schedule C, no additional costs for service vehicles will be considered. A separate cost of transporting supplies and materials to the project site shall be disallowed. Reimbursement for employee transportation costs to and from the University, and the costs of parking, shall be disallowed. Freight charges from common carriers delivering large equipment and supplies shall be a reimbursable expense and must be documented in any invoice or application for payment. Parking of employee vehicles shall only be permitted in designated lots or structures, and NOT on University sidewalks or malls. Fines for parking tickets or towing costs shall be the responsibility of the vehicle owner.

Companies must have identification signifying the business entity on the vehicles, and they must have WSU Departmental Parking Permit hang tags clearly displayed in the window. A permit must be obtained for each contractor company vehicle that will be used on malls, loading docks, and approved designated parking locations. Permits will be charged on a quarterly basis by the Parking Department. It is the responsibility of the contractor to obtain and maintain parking permits as a part of the contracted overhead. Company vehicles not displaying WSU hang tags are subject to ticketing, regardless of parking permission called in to WSUPD dispatch. All vehicle tickets are the responsibility of the contractor to resolve with WSUPD.

Identification

Contractor's mechanics who routinely work on the WSU Campus must have the workers obtain a photo WSU Contract Staff Card through the WSU OneCard Office. The costs of the cards are to be included as a part of the contracted overhead. All required documentation and programming of identification cards must be coordinated through the WSU Director of Small Capital and Customer Funded Projects.

State Sales Tax



The contractor is responsible for the tax attributed with the procurement of materials. Sales tax for goods purchased by the contractor may not be separately charged to the University. Refer to State of Michigan Revenue Administrative Bulletin 1999 – 2 for further information

http://www.michigan.gov/documents/rab99-2_109055_7.pdf.

Construction Permits and Inspections

Wayne State is not subject to the jurisdiction of the City of Detroit, and is not required to apply or pay for construction permits with the City, except for elevator scope or public sidewalk site work or within City property where the University has an easement. Work to be performed within a classroom building or dormitory does fall within the jurisdiction of the State Fire Marshal and requires permitting and inspections by the State of Michigan Bureau of Construction Codes. All mechanical, electrical and fire protection and fire alarm trades are required to obtain permits for work in these buildings. The cost of such requirements will be reimbursed during invoicing as applicable. Further, the University reserves the right to employ the services of independent inspectors and testing agents, at its expense, to confirm compliance with applicable codes and specifications. The contractor shall cooperate with and participate in any such independent inspections.

Site Visitation and Scoping for Estimates

While it is not the University's intent to have routine cost estimates developed via a site visit and estimate submission, it may be necessary from time to time to require the expertise of an awarded contractor to assist with the development of scope, and the associated costs for customer estimates.

Construction Site Presentation and Turnover

All work order assignments should be treated as if the space is occupied. It is expected that each trade will have and use a shop vacuum, dust protection, or temporary partitions as necessary to contain and clean project sites. Each contractor is expected to maintain and take away any debris, resulting from their scope of work daily. Projects isolated from occupied spaces may perform a final project clean-up in lieu of daily clean-up, so long as it does not interfere with sequential work scope by other contractors. University dumpsters may not be used for construction debris, unless previously negotiated on an assignment by assignment basis.

General Conditions

The terms and conditions of the University's General Conditions and Supplemental General Conditions apply to this contract, and can be reviewed online in sections 700 and 800 of the Standard Agreement between the University and Contractor.

Management and Supervision

All construction mechanics will report and communicate daily through the assigned WSU Project Manager. Contractor may appoint a foreman to oversee the placement of multiple crews for project assignments, when applicable.

Disposal, Dumping, and Transmittal Manifest

Disposal of materials and dumping must be at facilities approved to receive construction waste. Disposal and dumping fees may be recovered at cost, only when accompanied by manifest/receipts from the receiving facility. In the event of hazardous waste, contaminated spoils, or remediation it will be necessary to coordinate with the project manager and the WSU Office of Environmental Health and Safety (OEHS) to obtain the appropriate shipping manifest and disposal procedures.

Work Order Close-outs and Turn Over Documents



All completed assignments must be accompanied by daily time and materials summaries and a sketch of modified facilities performed by the assignment, for the purposes of maintaining accurate building floor plans.

Substantial Completion and Warranty Forms

All labor and materials for work completed on WSU's campus will have a minimum full one year warranty as base contract, regardless of a Certificate of Substantial Completion document having been generated. On a case by case basis, WSU may elect to have a Certificate of Substantial Completion document generated, for projects of significant scope where a warranty of not less than one year, unless otherwise noted, will be recorded. As deemed necessary, installations requiring a full seasonal cycle to pass for project observation and performance reviews will have extended warranties solicited for cost beyond the first year.

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

The scope of this project is to establish Time & Materials contracts with skilled trade and other specialty contractors to support small University renovation projects across campus. It is the University's intention to award zero sum Contracts for Construction to an unspecified number of business entities, to support the construction of projects where the University manages the project delivery as if it were the general contractor. Contractors must "self-perform" all of the work associated with the trade or trades being quoted to be eligible for an award (no subcontracting).

- A. The successful contractor will receive an agreement to provide construction work on a time & materials basis according to the fees set forth in Exhibit "A" of this RFP.
- B. The University intends to select from 1 to 3 Contractors per trade as a result of this RFP effort, depending on the level of spend in each trade..
- C. In general, the services to be provided by the Contractors shall include all typical meetings and correspondence to support construction activities.
- D. On a project by project basis, Contractors will 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 University expects the Contractors to fully participate in partnering activities throughout the life of the contract
- F. Contractors must comply with the University's current Construction Design Standards and Computing and Information Technology Department (C&IT) Standards for the design process.

NOTE: The University has a preferred vendor relationship with Siemens for building automation design and programming.

IV. RFP Schedule:

The University proposes the following schedule for the RFP and Contractor selection process:

Release of the RFP	September 16, 2013
Registration	September 20, 2013 by 5:00 p.m. Fax Registration Form to: 313- 577-3747
Mandatory Pre-proposal Meeting	September 23, 2013 at 2:00 pm at the Student Center Building, Hilberry A SCB , located at 5221 Gullen Mall, Detroit, MI 48202
Final day / Deadline for Questions	September 27, 2013 by 12:00 p.m. to: Kimberly Tomaszewski, ac9934@wayne.edu Copy to Paula Reyes, preyes@wayne.edu



Delivery of Proposals	October 04, 2013 by 2:00 p.m. in the Purchasing Dept., Academic/Administration Bldg., 5700 Cass Avenue, 4 th Floor – Suite 4200, Detroit, MI 48202
Short List Announced	Week of October 10, 2013
Qualification Meetings (at the discretion of the University)	* October 14, 2013
Selection	Week of October 21, 2013
Contract Negotiations and Execution	Week of October 28, 2013
Commencement of Services	As Stated in Final Contract

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

V. **Proposal Requirements:**

All contractors responding to this RFP must submit complete information requested in this section and clearly note any exceptions to any information contained in the RFP. Responses 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.) Responses will be evaluated based upon selection criteria outlined in **Section VI**. Responses 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 RFP requirements, and what unique qualities differentiate your company from others responding to this Request for Proposal. List all primary team members by company name and define their roles in delivering skilled trade services to the University. Describe in summary fashion the experience your team has with skilled trade work similar to the trade(s) proposed, by indicating the use, quantity and cost relative to a time frame (for example, note actual work completed over the past three years, with an average contract amount for each).

B. **Company Contact Information and Company Overview:**

Clearly identify the name, address, e-mail and fax numbers of the company 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 the University.

C. **Experience:**

Provide detailed information on previous skilled trades experience as it may relate to the scope, size and complexity of University work. Evidence of previous experience with projects similar in nature and completed within similar environments will be heavily weighted in the selection criteria.

D. **Team:**

Identify your company's proposed project team. Include the staff qualifications, resumes, roles and responsibilities that make them ideal candidates for the University.

E. **Approach:**

Describe your team's approach delivering skilled trades work, estimating, and interacting with the customers, and the challenges anticipated in performing services on campus. What distinguishes your team from your competition? What makes your team the best qualified to perform projects for the university?

F. **Proposed Fee:**

Vendors are to indicate their ability to provide skilled trades services as listed in Schedule A, and the hourly rates provided. No additional costs or reimburseables are allowed other than those outlined in Item II, Remuneration and Item II, Cost of Materials.



G. Time & Materials Zero Sum Construction Contract:

The University's contract documents are attached to this RFP (Appendix 3.) Contract language is nonnegotiable. Vendors must indicate their willingness to do business with the University under these terms in their Proposal response.

VI. 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 team approach as presented in the proposal response and any subsequent qualification meetings.
- The qualifications and experience of the proposed team members and a demonstration of their ability to successfully deliver skilled trades services in an efficient and cost effective manner.
- Reference checks of any references provided by the firm.
- Willingness to accept both the Wayne State University Proposed Hourly Rates and the Wayne State University Time & Materials Zero Sum Construction Contract.

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 response proposals are considered to be marketing expenses, and shall be the responsibility of the Contractors 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, a 'short list' will be determined. Select respondents may be invited to attend a formal review meeting with selected university representatives to facilitate a final selection of skilled trade contractors.

VII. 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> | Fixed Cost Schedule |



**RESPONSE TO WAYNE STATE UNIVERSITY
REQUEST FOR PROPOSAL
RFP: Miscellaneous Time & Materials 2014
AND TO ANY AMENDMENTS, THERETO**

DATED: September 16, 2013

**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 **September 16, 2013**, 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: (_____) _____

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 *(Revised 3-12-2012)*

_____, 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. Comprehensive General Liability	Bodily Injury	\$ 500,000 each person \$1,000,000 aggregate
	Property Damage	\$ 500,000 each occurrence \$1,000,000 aggregate or \$2,000,000 Combined Single Limit (CSL)
2. Comprehensive Automobile Liability (including hired and non-owned vehicles)	Bodily Injury	\$ 500,000 each person \$1,000,000 each accident
	Property Damage	\$ 500,000 each accident or \$2,000,000 Combined Single Limit (CSL)
3. Workers' Compensation (Employers' Liability)	Statutory-Michigan	\$ 100,000

Maximum Acceptable Deductibles

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

Coverage

- 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 coverage 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, 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.
- Insurance must be issued by a bond/insurance company with an "A" rating as denoted in the AM Best Key Rating Guide"
- 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 Fixed Cost Schedule

(download separately from the Website)

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



Schedule C

The Contract Sum

The University shall pay the Contractor via a "Time and Materials" remuneration agreement for the performance of all work associated with the Contractor's Base Bid, which is incorporated by reference and made a part hereof; invoiced on a per work order assignment in accordance with the RFP. The WSU Proposed Hourly Rate is inclusive of all Labor, Burden and OH&P on an hourly basis; the State Prevailing Wage is referenced as the minimum hourly labor and fringe rate for each trade mechanic performing work on WSU campus.

Labor and Wage Breakdown Rates

Hourly Charge Rate:

See individual list below

Bonds:

COST

Non-Capitalized Equipment (cost plus mark-up %)

COST

Disposal/Dumping (cost plus mark-up %)

COST

Mark-up on Materials (%)

5.00%

Consumables (% of Labor and Material total)

5.00%

(THESE RATES AND PERCENTAGES CHANGE WITH EACH TRADE AS LISTED BELOW)

TRADE	Trade	WSU Hourly Rate
ELECTRICAL	Voltage - Inside Wireman	73.50
MECHANICAL	Pipefitter	82.75
MECHANICAL	Sheet Metal	78.75
PLUMBING	Plumber	79.50
PLUMBING	Fire Suppression	85.75
GLASS	Glazier	61.00
REMEDIATION SVCS	Asbestos / Hazardous Waste Tech	54.00
CARPENTRY	Carpenter	68.50
MASONRY	Mason	66.75
SIGNAGE	Carpenter	73.75
Window Coverings	Carpenter	68.50
Films and Coatings	Heat & Frost Insulator	36.25

Company Name: _____

Signature _____

Typed Name _____

e-Mail _____

(Title)

(Date)



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 September 23, 2013?	_____	_____
3. Did your company provide a certificate of insurance or other documentation demonstrating the ability 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. Does your company agree to the hourly rates and material markup rates listed in Price Schedule C?	_____	_____
6. Please complete the following questions:		
Total number of employees in your company	_____	
Total years in business with this company name	_____	
7. Does your company agree to provide financial reports to the University upon request?	_____	_____
8. Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account upon request?	_____	_____
9. Are there any conflicts of interest in doing business with the University?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Did your company provide a "Restricted Services" exhibit, EXHIBIT 1?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11. Does your company agree to provide a list of lost accounts in excess of \$25,000?	_____	_____
12. Did your company quote services at prevailing wage rates where applicable and clearly indicate such in your proposal?	_____	_____
13. ADDENDA: The undersigned affirms that the cost of all work covered by the following Addenda are included in this proposal.		

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



Addendum No.____Date_____

Addendum No.____Date_____

Addendum No.____Date_____

Addendum No.____Date_____

Company Name:

Signature

Typed Name

e-Mail

(Title)

(Date)



APPENDICES

Appendix 1,

WSU Campus Map / Available Parking

Appendix 2,

Project Site Map

Appendix 3,

WSU Sample Contract for Contractors 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**

REGISTRATION/INTENT FORM**RFP: Miscellaneous Time & Materials 2014 / Kimberly Tomaszewski**

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, **September 23, 2013 at 2:00 pm** 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 Milewski at (313) 577-3747 by, September 20, 2013, 12:00 noon.**

VENDOR Name: _____

VENDOR Address: _____

Contact Person: _____

Telephone: () _____

Fax: () _____

E-mail _____

YES _____ **I will be attending the mandatory Pre-proposal meeting on *September 23, 2013***

Location: *Student Center Building*
5221 Gullen Mall, Detroit, MI 48202,
Hilberry A SCB
Detroit, MI 48202

Time: *2:00 pm*

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.

Kimberly Tomaszewski
Senior Buyer

**Contract for Time and Material
Construction Services**

Contract Template

Rev. 2_1.9.2013

WAYNE STATE UNIVERSITY

AGREEMENT BETWEEN THE UNIVERSITY AND CONTRACTOR FOR CONSTRUCTION SERVICES

Executed as of the _____ day of _____, 2012 by and between:

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

And

CONTRACTOR'S_NAME
CONTRACTOR'S_ADDRESS

Regarding

Time and Materials _____ Services
Miscellaneous Campus Locations
TM-FY2013-_____

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

Article 1 - Scope of Work

- 1.1 This Agreement provides for [REDACTED] construction services at Miscellaneous Campus Locations, in accordance with the University RFP for Time and Materials Work dated MONTH xx, 2013, which is incorporated by reference and made a part hereof. The documents listed in Article 4 fully define the scope of work.
- 1.2 The Contractor shall furnish all the labor, materials, equipment, services, and supervision to perform all the work shown on the drawings and specifications listed in Article 18, including any addenda issued during the bid phase, and approved change orders issued during the construction phase.
- 1.3 The Contractor shall notify the University in writing within five (5) calendar days when the Contractor discovers any condition that will affect the contract amount or the completion date.

Article 2 - Time of Completion

- 2.1 The work to be performed under this Agreement shall commence upon the Contractor's receipt of a fully-executed Agreement, and substantial completion shall be achieved by September 30, 20xx.

Article 3 - The Contract Sum

- 3.1 The University shall pay the Contractor via a "Time and Materials" remuneration agreement for the performance of all work associated with the Contractor's Base Bid, which is incorporated by reference and made a part hereof; invoiced on a per work order assignment in accordance with the RFP.

Labor and Wage Breakdown Rates

Hourly Charge Rate:	\$xx.xx
Bonds:	COST
Non-Capitalized Equipment (cost plus mark-up %)	COST
Disposal/Dumping (cost plus mark-up %)	COST
Mark-up on Materials (%)	5.00%
Consumables (% of Labor and Material total)	5.00%

(THESE RATES CHANGE WITH EACH VENDOR ACCORDINGLY)

- 3.2 DELETED
- 3.3 DELETED

Article 4 - The Contract Documents

- 4.1 The Contract Documents shall consist of this Agreement, the drawings and specifications

as listed in Article 18, the General Conditions of the Contract for Construction as defined by AIA Document A201 1970 Edition, except as otherwise provided herein, Wayne State University's Supplementary General Conditions 1997 Edition, and the University RFP for Time and Materials Work dated October 05, 2012.

- 4.2 For any inconsistencies found among or between these Contract Documents, the language contained in this Agreement shall prevail over all other documents and the Supplementary General Conditions shall prevail over the General Conditions. In the event of a conflict between the Drawings and Specifications, the requirement for the higher quantity and/or higher quality shall prevail.

Article 5 – Examination of Premises

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

Article 6 - The Architect/Engineer

- 6.1 The Architect/Engineer for this project is: N/A
- 6.2 The University will appoint a Project Manager who will be the University's point of contact for all matters of contract administration including, but not limited to, interpretation of documents, defining the scope of work, approving work schedules, and approving contract payments.

Article 7 - Additional Work

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

Article 8 – Dispute Resolution

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

Article 9 - Termination for Convenience

- 9.1 Upon thirty days written notice to the Contractor, the University may, without cause and without prejudice to any other right or remedy of the University, elect to terminate the contract. In such case, the Contractor shall only be paid (without duplication of any items), using a Close out Change Order, for the following:
- 9.1.1 For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable

sums for overhead and profit on such Work;

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

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

Article 10 – Remuneration, Invoicing And Payment

10.1 Remuneration will be based on the actual cost of time and materials, and may, in the case of carpeting, vinyl composition flooring, painting, and concrete be based on unit pricing. Under this contract relationship, no construction will be based on fixed, lump-sum pricing. There may be occasion when the University chooses to assign work based on lump-sum, but such assignments will require the execution of separate Contracts for Construction that specifically define the contract sum as being based on a proposed lump-sum price. All assignments shall be based on estimated costs proposals associated with a defined scope of work provided by the University’s project manager. All proposals shall summarize the project scope.

10.2 Invoices shall be submitted on a project by project basis, and represent the cost exclusive to a project specific time and materials purchase order or a single work order associated with the incremental use purchase order. Invoices must include a listing of all applicable construction labor by name, the quantity of hours being billed, the hourly charge-out rate, and the extended cost. Materials must be billed at cost plus the mark-up.

10.3 Supporting documentation required with each invoice shall include certified payroll forms showing the same construction mechanics listed on the invoice, the job classification code for each, as established by the Prevailing wage schedule, and other pertinent data required of the form. Copies of material and non-capitalized equipment rental invoices from suppliers shall also accompany payment requests. Invoices for the cost of materials and supplies drawn from the bidder’s warehoused inventory must be accompanied by current supplier invoices. Supplier invoices or a preapproved notarized materials catalogue listing the exact purchase price of materials to the vendor for a specified duration of time shall be used to evidence material costs, in combination with the daily summary time sheets that are field signed by the customer. Appropriate waivers with each work assignment, a sworn statement for work assignments that involve a subcontractor “with value and/or materials in excess of \$1,000.00”. All payment application requirements and contract conditions apply to the subcontractor as well.

10.4 Inventory carrying costs shall be disallowed. Supporting documentation for the cost of labor, the cost of materials, and the costs of non-capitalized equipment must reconcile

with invoice summaries. If not, invoices will be rejected until such time as acceptable supporting documentation is provided.

- 10.5 When the assignment leads to a desire by the contractor for partial payments, the invoice format must coincide with information similar to an AIA G701 and G702 Application for Payment. All substantially complete work order assignments must be invoiced in 30 days or less, and accompanied by the work order close out documents explained herein.

Article 11 - Acceptance and Final Payments

- 11.1 Final payment on a properly submitted invoice shall be due thirty (30) days after submission, provided the work is fully completed and the work order is fully performed. **Contractor invoices WILL NOT, however, be considered properly submitted until all listed certified payroll documents are received.**

Article 12 - Non-Discrimination

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

Article 13 – Laborers and Mechanics

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

Article 14 - Prevailing Wages

- 14.1 The Contractor and each subcontractor shall pay to each class of mechanics and laborers not less than the wage and fringe benefit rates prevailing in the Detroit

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

- 14.2 The Contractor and each subcontractor shall keep an accurate record showing the name and occupation of and the actual benefits and wages paid to each laborer and mechanic employed in connection with this contract. The Contractor and each subcontractor shall make certified payroll records available to the University's representatives upon request.
- 14.3 If a Contractor or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within ten (10) days after notice to do so by the University, the University shall have the right, at its option, to do any or all of the following:
- 14.3.1 Withhold all or any portion of payments due the Contractor as may be considered necessary by the University to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this Agreement and the actual wage and fringe benefits paid.
- 14.3.2 Terminate part or all of this Agreement or any subagreement and proceed to complete the Agreement or subagreement by separate agreement with another Contractor or otherwise, in which case the Contractor and its sureties shall be liable to the University for any excess costs incurred by the University.
- 14.4 The Contractor shall include terms identical or substantially similar to this section in any Agreement or subagreement pertaining to the project.

Article 15 - Save Harmless

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

Article 16 – Liquidated Damages

- 16.1 N/A

Article 17- Interpretation

- 17.1 This Agreement shall be interpreted and construed according to the laws of the State of Michigan.
- 17.2 If one part of this Agreement is found to be void by legal or legislative action, the

remainder of the contract remains in full effect.

Article 18 - Drawings and Specifications

- 18.1 The Technical Specifications are specific to each time and materials work order assignment, and represent the scope of work as defined in the Contract Documents from Article 4.

Sample

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

Signed, sealed and delivered
In the presence of:

CONTRACTOR'S NAME GOES HERE

By _____
Signature

Please print name here

Date signed

Title

Witness

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

By _____
Richard J. Nork, Vice President for
Finance and Business Operations

Date signed

Form Contract Approved by OGC 01/13 - LG

File_reference_here

Time and Materials for [REDACTED] Services
WSU Project Number: TM-FY2014-[REDACTED]

00500-10