



Division of Finance and Business Operations

**Request For Information
for
Preferred Vendor to Supply UPS Equipment
and
Service Agreement
Project R575463**

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Wayne State University

**Wayne State University
Procurement & Strategic Sourcing**

June 25, 2014



Division of Finance and Business Operations

Procurement & Strategic Sourcing
5700 Cass Avenue, suite 4200
Detroit, Michigan 48202
(313) 577-3734
FAX (313) 577-3747

June 25, 2014

Dear Vendors:

Wayne State University invites you to participate in its Request for Information to provide UPS equipment from a single manufacturer in order to standardize equipment in buildings associated with this project and beyond. It is the University's intention to select one **Preferred Vendor to Supply UPS Equipment and Service Agreement** to establish preferred pricing for UPS equipment to General Contractors assigned to install the same. In addition, the University is seeking proposals to provide service work for these installations as well as existing installations on campus through a multi-year agreement through a direct relationship with the University. This service is expected to commence on **September 1, 2014**

We have a RFI information package complete with the Request for Information and complete specifications available for downloading from the University Purchasing Web Site at [http://www.forms.procurement..wayne.edu/Adv_bid/Adv_bid.html](http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html) (include capitalization and underscores) as of **June 25, 2014**. When visiting the Web Site, click on the "Service" link in green. Copies of the RFI will not be available at the pre-proposal meeting. If you are interested in participating in this process, you and/or responsible representatives of your organization must attend our **mandatory** pre-proposal meeting to be held on:

**July 2, 2014, at 2:00 p. m.
5454 Cass Avenue FP & M, Conference Room 3
Detroit, MI 48202**

****Vendors who would like to Call into the meeting must complete the Registration Form (Appendix 3 enclosed with the RFI).**

For your convenience a map of the University and appropriate parking lots can be downloaded and printed from: <http://campusmap.wayne.edu>. Guest parking in any of the University student and guest lots is **\$6.50**. A detailed list of Cash & Coin operated lots can be viewed at http://purchasing.wayne.edu/cash_and_credit_card_lots.php. Cash lots dispense change in quarters. Due to time constraints, Vendors are encouraged to avoid parking at meters on the street (especially blue "handicapped" meters). Please confirm your attendance at the **mandatory** pre-proposal meeting by faxing your intent to participate (or not to participate) by using Appendix 3 to Ms. Pat Milewski at (313) 577-3747 no later than noon on **July 1, 2014**.

We hope to see you at the **mandatory** pre-bid meeting. Please bring a copy of this Request for Proposal for your reference during the meeting. Should you have any questions or concerns about this invitation, please contact me at **(313) 577-3712**, or email: ac6243@wayne.edu. Thank you for your interest in doing business with Wayne State University.

Sincerely,

**Robert Kuhn, Sr. Buyer,
Senior Buyer**

Enclosure

Cc: A. Vandenbussche, W. McVea, T. Edwards, M. Allen, R. Paquette, L. Fodor, K. Doherty, P. Reyes

**Preferred Vendor to supply UPS Equipment and Service Agreement
Pre- Proposal Meeting**

AGENDA

July 2, 2014 at 2:00 p. m.

- | | |
|---|-----------------------|
| 1. Welcome to Wayne State University
Sign in Sheets (Purchasing) | Robert Kuhn |
| 2. Project Description | William McVea |
| 3. Project Overview | Randy Paquette |
| 4. RFI Details | Robert Kuhn |
| • Required Schedules
• Service Agreement Contract
• M/WBE participation
• Fee Proposal Forms | |
| 4. Reiteration of Instructions | Robert Kuhn |
| 5. Q/A | William McVea |

All future questions to be directed to Purchasing by noon on July 9, 2014, by 12:00 p. m. (noon), to:
Robert Kuhn, Sr. Buyer at: ac6243@wayne.edu and copy to Paula Reyes, Associate Director of
Purchasing at: PReyes@wayne.edu.

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Part 1 FRONT END

I Proposal Information:

Wayne State University is a nationally recognized metropolitan research institution located in Detroit, Michigan offering more than 370 academic programs through 13 schools and colleges to nearly 28,000 students. The institution is rated among the top 4 percent of all colleges and universities nationwide as classified by the Carnegie Commission and employs approximately 9,000 faculty and staff, who occupy over 100 building around campus.

The University owns and maintains numerous facilities around campus to serve its growing population, including dormitories, libraries, classroom buildings, and research facilities. In its ongoing effort to provide researchers with effective environments, the University is working to improve the electrical reliability within critical facilities. As a part of that effort, numerous buildings on campus are scheduled to have UPS equipment installed over the next fiscal year.

As such we are accepting proposals from vendors to provide UPS equipment from a single manufacturer in order to standardize equipment in buildings associated with this project and beyond. It is the University's intention to select one **Preferred Vendor to Supply UPS Equipment and Service Agreement** to establish preferred pricing for UPS equipment to General Contractors assigned to install the same. In addition, the University is seeking proposals to provide service work for these installations as well as existing installations on campus through a multi-year agreement through a direct relationship with the University.

II Intent to Single Source UPS Equipment – Cost Structure

The University has completed the planning phase to add UPS support to full or partial loads in up to thirteen buildings on campus over the next 12 months. Refer to **Appendix 1 – UPS Design Criteria Table for Electrical Reliability Improvements** for a list of individual buildings and anticipated UPS load requirements. Projects are being developed by outside design professionals who will be responsible for the design distribution solutions within existing occupied buildings, specifying the UPS equipment selected under the **Preferred Vendor to Supply UPS Equipment**.

It is the intent of this project to assign one **Preferred Vendor to Supply UPS Equipment** for these projects that will provide preferred pricing to General Contractors responsible for securing and installing the equipment. Projects will be bid out as individual projects or in clusters, and bid responses will identify costs associated with purchasing the UPS equipment to be reconciled by the University using preferred pricing established prior to award to the General Contractor.

The pricing agreement will be structured around a manufacturer's provided list price and established discounts to be provided as a part of the response to this RFI. It is not possible to list all of the various sizes and components that the university could possibly use, so this agreement will establish fixed discounts to be taken off of the manufacturer's price list provided, and the discount will apply to other components required to provide complete functional system for the various applications.

For smaller UPS systems, the University is establishing incremental sizes as a way to standardize application and maintenance. The sizes indicated on Appendix 1, including batteries are typical for the systems that WSU is currently retrofitting into our buildings. Responses to this RFI must include a comprehensive price list for all components associated with providing a completely functional system, the proposed discounts off of this list price, and the proposed annual list price increases using **Schedule D - Response to RFI to Supply UPS Equipment and Service Agreement**. Designs to support projects may have systems larger than 100 KW, and respondents should list and include pricing for equipment that may be appropriate to support such a design using Schedule D.

In addition, RFI responses must include manufacturer's information for equipment proposed, technical data on the same, and note expected service life. All equipment shall include a two year parts and labor warranty for the installation of the new systems through the General Contractor doing the installation.

III Service Agreement Cost Structure

It is the intent of the University to enter into a long term continuous service agreement to honor the battery warranty and maximize the life of these batteries and equipment. We are seeking proposals to provide a multi-year service agreement extending through 2017 directly with the University with an option to extend the agreement if mutually agreed to. The agreement will provide routine service on the installations through the warranty period, and extend the service agreement through 2017 using material pricing and discounts as provided in the response to this RFI.

The vendor will indicate in their proposal a detailed scope of the service agreement, clearly stating what the scope of work will be for each element in the service agreement, manufacturer's recommendations for scope and number of visits per year. The vendor will also indicate the labor rates for work performed under service agreement, the discounted hourly rate from the published list price, as complete costs including OH&P.

Refer to **Schedule D - Response to Preferred Vendor to Supply UPS Equipment RFI** for specific questions relating to the service agreement that will be incorporated into the proposed service agreement proposal.

IV Proposals

Responses to this RFI must include the following:

- **Schedule A, B, and C** which must be filled out in its entirety.
- **Schedule D** must be filled out in its entirety. Note: Preferred unit pricing will be calculated using the list prices noted, and adjusting per discounts provided on **Schedule D**. Discount will apply for equipment purchased through a General Contractor as well as equipment purchased directly by the University for Service Work. Rates associated with the service agreement will be calculated using rates and applying discounts and will be inclusive of all costs, including but not limited to equipment, tools, trucking, and OH&P.
- Include manufacturer's information for equipment proposed, technical data on the same, and identify expected service life.
- Vendors must outline a proposed service agreement to provide routine service on the installations through the warranty period, as well as an extended service agreement through 2017 on all UPS applications on campus. It is the University's intention to enter into a long term service agreement with one vendor through a contractual relationship with the University.

V General Information

Expenses for developing and presenting submittals shall be the responsibility of the Vendor and are not chargeable to the University. All supporting documentation and manuals submitted with this request will become the property of the University unless otherwise requested by the Vendor, in writing, at the time of submission, and agreed to, in writing, by the University.

Proposals will be evaluated to determine the most responsive vendor, considering equipment design criteria, cost and past performance.

VI Minority, Woman and Disabled Veteran Owned Business Enterprises (M/W/DBEs)

Specify in your proposal whether ownership of your company is a certified M/W/DVBE. The University, in accordance with guidelines from the MMSDC and WBENC, considers a M/W/DVBE as one that is at least

51% owned, operated, and controlled by a M/W/DVBE, or in case of a publicly-owned business, at least 51% of the stock must be owned by a M/W/DVBE.

If the firm is not a M/W/DVBE, describe the firm's partnering relationships (if any) with M/W/DBE and how it plans to support the UNIVERSITY'S goal to award UNIVERSITY business to M/W/DVBES.

1. Reporting

The selected firm will identify and fairly consider M/W/DVBE for subcontracting opportunities when qualified firms are available to perform a given task in performing for the UNIVERSITY under the resulting agreement. The selected VENDOR must submit a quarterly M/W/DVBE business report to the UNIVERSITY Procurement & Strategic Sourcing by the 15th of the month following each calendar quarter; specifically the months of April, July, October, and January. Such reports should be sent directly to:

Kenneth Doherty, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University
RFP: (Project Name)
5700 Cass Avenue, Suite 4200, AAB
Detroit, MI 48202

2. Report Detail

M/W/DVBE business reports must contain, but are not limited to the following:

- Firm's name, address, and phone number with which the VENDOR has contracted over the specified quarterly period
- Contact person at the minority firm who has knowledge of the specified information
- Type of goods and/or services provided over the specified period of time
- Total amount paid to the minority firm as it relates to the UNIVERSITY account.

Specify in your proposal whether your company is a certified 8(A) firm.

A complete set of the University's Supplier Diversity Program, which includes complete definitions of each of the above, can be downloaded from our web site at
http://purchasing.wayne.edu/docs/university_policy_2004_02.doc.

VII Submittal Evaluation

Responses will be reviewed by an evaluation team consisting of members of the University's Procurement Department and other University Units. Procurement & Strategic Sourcing may subsequently request **Vendors** to make a presentation at a set time and date, to clarify information provided in the submittal.

This RFI in no manner obligates the **University** to the eventual purchase of any products or services described, implied, or which may be proposed.

Vendors must refrain from giving any reference to this program, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from the University.

Submittals are subject to public review. **Vendors** responding to this RFI are cautioned not to include any proprietary information as part of their Submittal unless such proprietary information is carefully identified as such in writing, and the **University** accepts, in writing, the information as proprietary.

VIII Schedule:

The Calendar of Events for this project includes the follows:

Formal Release of RFI	JUNE 25, 2104
Pre-proposal meeting, 5454 Cass Avenue, Conference Room #3, Detroit, MI 48202 <small>*Refer to Appendix 3 for Call In Option</small>	July 2, 2014, 2:00 p. m.
Questions due to the Procurement & Strategic Sourcing via email	July 9, 2014, no later than 12:00 (noon)
Proposals to be delivered to: Procurement and Strategic Sourcing at 5700 Cass Avenue, Suite 4200, Detroit, MI 48202	July 15, 2014, no later than by 4:00 p.m.
Interviews: Times to be determined, 5454 Cass Avenue Conference Room #3 Detroit, MI 48202	July 21, 2014
Release Bid Packs for Bidding to General Contractors	September 2014 through November 2014

**** Vendors who would like to call into the meeting complete via Conference Call must complete the Registration Form (Appendix 3) enclosed with the RFI.**

Proposals are limited to one **20 megabyte file**. (This is inclusive of all required documents and schedules and any optional material included at the discretion of the respondent.)

Proposal Submission:

Remember, your submittal must be in the format provided and be received in the Procurement & Strategic Sourcing by **July 15, 2014 no later than 4:00 p.m.** **Please include binders (2 copies), not to exceed 50 pages.** **Proposals will be time/date stamped – no late bids allowed.** Include any supplemental information that will illustrate your ability to provide additional services as proposed.

All questions concerning this Request for Proposal are to be directed to **Robert Kuhn, Senior Buyer**, Email ac6243@wayne.edu and to **Paula Reyes**, Email: bb2709@wayne.edu. **Copy both Robert and Paula on all E-Mail questions.** Under no circumstances may a VENDOR contact other individuals at the UNIVERSITY, or its consultants to discuss any aspect of this RFP, unless expressly authorized by Procurement & Strategic Sourcing to do so.

PART 2: SCHEDULES

Schedule A: Proposal Certification,
Acknowledgements,
and Non – Collusion Affidavit

Schedule B: Insurance Requirements

Schedule C: Respondent Qualifications and
Unit Price List Table for UPS Electrical
Equipment

Schedule D: Response to RFI to Supply UPS
Equipment and Service Agreement
(see attached Excel Spreadsheet)

Schedule E: Prevailing Wage Schedule
(see attached schedule)

SCHEDULE A

**RESPONSE TO WAYNE STATE UNIVERSITY
Preferred Vendor to Supply UPS Equipment
and Service Agreement**

DATED: June 25, 2014

**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 RFI 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 RFI and Vendor's Response Proposal become part of any ensuing agreement, regardless of whether the ensuing agreement specifically references the RFP and Vendor's Response Proposal.
- 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 RFI.

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 (**Release Date**), except as noted in Exhibit 1, the "**Restricted Services/Exceptions to RFI**" 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.
-

SCHEDULE A
June 25, 2014

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: (_____) _____

Email address: _____

Submitted by: _____

Signature _____

(Title)

(Date)

INSURANCE REQUIREMENTS (Rev 01-2013)

, 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:

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

Maximum Acceptable Deductibles

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

Coverage

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

Certificates of Insurance

1. Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required coverage must be forwarded to the Office of Risk Management to be verified and authenticated with the agent and/or insurance company.
2. Certificates shall contain a statement from the insurer that, for this contract, the care, custody or control exclusion is waived.
3. Certificates shall be issued on a ACORD form or one containing the equivalent wording, and require giving WSU a thirty (30) day written notice of cancellation or material change prior to the normal expiration of coverage.
4. Revised certificates must be forwarded to the Office of Risk Management thirty (30) days prior to the expiration of any insurance coverage listed on the original certificate, as follows:

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

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

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

**RESPONSE TO WAYNE STATE UNIVERSITY
Preferred Vendor to Supply UPS Equipment and Service Agreement**

DATED: June 25, 2014

Respondent Qualifications For UPS Electrical Equipment

GENERAL CONTRACT - PROPOSAL FORM (revised 1 - 2011)

Please Note – Vendors must Pre-qualify themselves when responding to this bid opportunity. Our Prequalification questions can be found on page 4 of this section.

OWNER: Board of Governors
Wayne State University

PROJECT: Preferred Vendor to Supply UPS Equipment
and Service Agreement

PROJECT TYPE: MATERIAL Supplies / Service Agreement

PURCHASING AGENT: **Robert Kuhn, Sr. Buyer**
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-(Primary Buyer Phone)/ 313-577-3747 fax
Paul Reyes, Associate Director of Procurement, Email
ac6243@wayne.edu & copy Paula Reyes at
PReyes@wayne.edu>@wayne.edu

OWNER'S REPRESENTATIVE: **William McVea, Project Manager**
Design & Construction Services
Facilities Planning & Management
Wayne State University
5454 Cass Avenue
Detroit, Michigan 48202

TO: Board of Governors
Wayne State University
Detroit, Michigan

General: Information provided as a part of the Response to for Information (RFI) for the Preferred Vendor to Supply UPS Equipment and Service Agreement for Wayne State University will be used to determine the most responsive bidder to:

- 1) Provide preferred pricing to General Contractors responsible for securing and installing the equipment.
- 2) To enter into a long term continuous service agreement to honor the battery warranty and maximize the life of these batteries and equipment.

All part of Schedule C must be filled out in their entirety.

SCHEDULE C
June 25, 2014

Organization: Contractors must provide the following information to determine their eligibility to participate in this bid. This information is required with your Bid to the University:

Failure to complete this form in its entirety will result in your bid being disqualified.

Check one of the following on the makeup of your company:

Corporation

Individual

Partnership

Joint Venture

Other (Explain) _____

1. How many years has your organization been in business as a supplier/contractor? _____

2. How many years has your organization been in business under its present business name? _____

3. List states in which your organization is legally qualified to do business. _____

4. Provide the Name and Address of your Liability Insurance Carrier. _____

5. What is your current EMR Rating? _____
The minimum requirement is an EMR Rating of 1.0 or less for all projects. Bidders with a rating higher than 1.0 understand that their bid may be disqualified, at the sole discretion of the University.

6. What percentage of work performed on projects are by company employees; excluding any hired subcontracting and outsourced relationships, for the bid submitted? _____ %

7. What percentage of work performed on your companies behalf are by subcontracted business relationships; disallowing 1099 contracting work forces, for the bid submitted? _____ %

8. Have you ever failed to complete any work awarded to you? If so, attach a separate sheet of explanation. Include the name of the Project, the customer, the dates of the work, and the amount of the contract? _____

9. Have you withdrawn a bid after a University bid opening and/or refused to enter into a contract with the University upon notification of award within the last 3 years? If so, state the Project Name and Number, and the date of bid submission below. _____

10. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, attach a separate sheet of explanation. _____

11. List Projects, and approximate dates, where similar equipment has been installed:

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

SCHEDULE C
June 25, 2014

12. List any similar service agreements by your organization:

Owner: _____ Location (city/state): _____

Contract Amount: _____ Duration: _____

Owner: _____ Location (city/state): _____

Contract Amount: _____ Duration: _____

13. Is your Company "bondable"? Yes: _____ No: _____

14. What is your present bonding capacity? \$ _____

15. Who is your bonding agent?

NAME: _____

ADDRESS: _____

PHONE: (_____) _____

CONTACT: _____

16. Does your company agree to provide financial reports to the University upon request? Failure to agree may result in disqualification of your bid. Yes: _____ No: _____

17. Does your company agree that all of the Terms and Conditions of this RFI and Vendor's Response Proposal become part of any ensuing agreement? Yes: _____ No: _____

18. Did your company quote labor rates for the Service Agreement portion of this RFI based upon **Prevailing Wage Rates?** Yes: _____ No: _____

19. Contractors submitting proposals for this project may, agree that at the discretion of the University, they will be required to submit references including contact information to be used to assist in the post bid evaluation process for the subject project: Yes: _____ No: _____

Pricing Information: Refer to Schedule C

Taxes:

The undersigned acknowledges that prices included as a part of the response to the RFI include all applicable taxes of whatever character or description. Michigan State Sales Tax is applicable to the work. Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities or irregularities therein.

Yes: _____ No: _____

Addenda:

The undersigned affirms that the cost of all work covered by the following Addenda are included in their response to the RFI:

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

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

** Withdrawal of a bid is subject to the University suspension policy, for a period up to one year.

**RFI for Preferred Vendor for
UPS Equipment and Service Agreement
Project R575463**

Acceptance of Proposal:

If determined the most responsive, the undersigned agrees to work in good faith with Wayne State University to establish a mutually beneficial agreement as outlined in this RFI to provide service work for UPS equipment on campus. This Proposal is valid for sixty (60) days of the date set for the opening thereof.

SCHEDULE C
June 25, 2014

The undersigned below understands that the bid will be disqualified if the Prequalification information above is not completed in its entirety.

NAME OF COMPANY: _____

OFFICE ADDRESS: _____

PHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

SIGNED BY: _____

Signature

(Please print or type name here)

TITLE _____

EMAIL ADDRESS: _____ @ _____

**SCHEDULE D – Response to RFI to Supply UPS Equipment
and Service Agreement**
(Attached, to be in Excel Format)

SCHEDULE E
June 25, 2014

PREVAILING WAGE RATE SCHEDULE (revised 4-05-2010)

- A. See also Page 00100-4 Section 12.B
- B. Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than prevailing wage rates.
- C. The rates of wages and fringe benefits to be paid to each class of laborers and mechanics by each VENDOR and subcontractor(s) (if any) shall be not less than the wage and fringe benefit rates prevailing in Wayne County, Michigan, as determined by the United States Secretary of Labor. Individually contracted labor commonly referred to as "1099 Workers" and subcontractors using 1099 workers are not acceptable for work related to this project.
- D. To maintain compliance with State of Michigan Ordinances, Certified Payroll must be provided for each of the contractor's or subcontractor's payroll periods for work performed on this project. Certified Payroll should accompany all Pay Applications. Failure to provide certified payroll will constitute breach of contract, and pay applications will be returned unpaid, and remain so until satisfactory supporting documents are provided.

A Prevailing Wage Rate Schedule has been issued from the State of Michigan that is enclosed in this section

Additional information can be found on the University Procurement & Strategic Sourcing's web site at the following URL address:

<http://purchasing.wayne.edu/vendors/wage-rates.php>

If you have any questions, or require rates for additional classifications, please contact:

Michigan Department of Consumer & Industry Services,
Bureau of Safety and Regulation, Wage and Hour Division,
7150 Harris Drive,
P.O. Box 30476,
Lansing, Michigan 48909-7976

http://www.michigan.gov/dleg/0,1607,7-154-27673_27706---,00.html

F. Wayne State University's Prevailing Wage Requirements:

When compensation will be paid under prevailing wage requirements, the University shall require the following:

- A. The contractor shall obtain and keep posted on the work site, in a conspicuous place, a copy of all current prevailing wage and fringe benefit rates.
- B. The contractor shall obtain and keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each laborer and mechanic employed in connection with this contract.
- C. The contractor shall submit a completed certified payroll document [U.S. Department of Labor Form WH 347] verifying and confirming the prevailing wage and benefits rates for all employees and subcontractors for each payroll period for work performed on this project. The contractor shall include copies of pay stubs for all employee or contract labor payments related to Wayne State University work. The certified payroll form can be downloaded from the Department of Labor website at <http://www.dol.gov/whd/forms/wh347.pdf>.

SCHEDULE E
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- D. A properly executed sworn statement is required from all tiers of contractors, sub-contractors and suppliers which provide services or product of \$1,000.00 or greater. Sworn statements must accompany applications for payment. All listed parties on a sworn statement and as a subcontractor must submit Partial or Full Conditional Waivers for the amounts invoiced on the payment application. A copy of the acceptable WSU Sworn Statement and Waiver will be provided to the awarded contractor.
- E. Apprentices for a skilled trade must provide proof of participation in a Certified Apprenticeship Program and the level of hours completed in the program.
- F. Daily project sign-in sheets and field reports for the project must be turned in weekly.

Note: Contractor invoices WILL NOT be processed until all listed certified payroll documents are received.

- G. If the VENDOR or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within 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:
 - 1. Withhold all or any portion of payments due the VENDOR 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 contract and the actual wages and fringe benefits paid;
 - 2. Terminate this contract and proceed to complete the contract by separate agreement with another vendor or otherwise, in which case the VENDOR and its sureties shall be liable to the UNIVERSITY for any excess costs incurred by the UNIVERSITY.
 - 3. Propose to the Director of Purchasing that the Vendor be considered for Debarment in accordance with the University's Debarment Policy, found on our website at <http://purchasing.wayne.edu/docs/appm28.pdf>

Terms identical or substantially similar to this section of this RFP shall be included in any contract or subcontract pertaining to this project.

- H. The current applicable prevailing wage rates as identified by the State of Michigan Department of Consumer & Industry Services, Bureau of Safety and Regulation, Wage and Hour Division are attached. Refer to item C above if additional information is required.
- I. Prior to award of the project, the apparent low bidder will be required to produce a schedule of values which will include the proposed subcontractors for each division of work and whether the subcontractor is signatory or non-signatory. A letter of intent or **contract will not** be issued to the apparent low bidder until this document is provided. The apparent low bidder will have one week to produce this document. If the required document is not received within this time, the bidder will be disqualified, and the next low bidder will be required to provide this schedule of values.

RFI for Preferred Vendor for
UPS Equipment and Service Agreement
Project R575463

PART 3: APPENDICES

- Appendix 1: UPS Design Criteria Table for Electrical Reliability Improvements
(see *attached Excel Spreadsheet*)
- Appendix 2: Wayne State University Campus Map
(see *attached Word Document*)
- Appendix 3: Registration Form

APPENDIX 3
June 25, 2014

REGISTRATION/INTENT FORM
RFI: Preferred Vendor to Supply UPS Equipment and Service Agreement,
Project R575463
Dated: 6/25/14

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, **July 2, 2014 at 2:00 p. m.** and your intent to submit a proposal for the services listed. Please type or print the information requested below, then **fax to attention Ms. Pat Milewski at (313) 577-3747 by, June 1, 2014, 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 2, 2014

Location: *Wayne State University
5454 Cass Avenue
Conference Room #3
Detroit, MI 48202*
Time: *(2:00 p. m.)*

YES _____ I would like to participate in the pre-bid meeting via Conference Call, reference log-in conference number: 313-993-3941 (no password) on July 2, 2014, 2:00 p. m.

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**

PART 4: TECHNICAL SPECIFICATIONS

Static Uninterruptible Power Supply – (see *attached Word Document*)