



Division of Finance and Business Operations

**Request for Proposal  
and Specifications for  
Bookstore Operations**

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**Wayne State University  
Procurement & Strategic Sourcing**

**May 05, 2025**



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

**Division of Finance and Business Operations**

**May 05, 2025**

Dear Vendors:

Wayne State University invites you to participate in its Request for Proposal process to provide **Bookstore Operations**, for the **University Community**, per the specifications contained herein the Request for Proposal. This service is expected to commence on **November 01, 2025**. The Contract is managed by the Contracted Services unit

We have a bid information package complete with the Request for Proposal and complete specifications available for downloading from the University Purchasing Web Site at <http://go.wayne.edu/bids> (include capitalization and underscores) as of **May 05, 2025**. When visiting the Web Site, click on the "**Service**." link in green. Copies of the RFP will not be available at the pre-proposal meeting.

To participate, it is **Mandatory** that you and/or responsible representatives of your organization attend our pre-proposal conference. For this RFP, the University offers the following Pre-Proposal Options: **both In Person and Virtual**. The meeting will be held on **May 15, 2025, 10:00 am (Eastern - Detroit Time)**.

The onsite meeting location will be at:

**Welcome Center  
2<sup>nd</sup> Floor Conference Room 2A  
42 West Warren  
Detroit, MI 48202**

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 **\$10.00**. A detailed list of Cash & Credit Card operated lots can be viewed at <https://procurement.wayne.edu/driving-directions-to-campus>. 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).

Vendors who would like to participate in the pre-proposal meeting via a TEAMS Video Conference or Conference Call, may do so via the information below:

**Microsoft Teams Meeting  
On-line or via Conference Call**

[Click Here to Join Pre-Proposal Meeting](#)

**Need to join from a mobile device but don't have TEAMS on it?**

[Visit our website](#) for instruction on adding TEAMS to your device.

Attendance will be taken during the Prebid Meeting.

We hope you can join us at the **Mandatory** pre-proposal meeting. Please have 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) 577-3756**, or email: [ken-doherty@wayne.edu](mailto:ken-doherty@wayne.edu). Thank you for your interest in doing business with Wayne State University.

Sincerely,

**Kenneth Doherty  
AVP – Procurement & Business Services**

Enclosure

**RFP: Bookstore Operations  
for the University Community**

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**UNIVERSITY PROVIDED SCHEDULES**

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Schedule D	Summary Questionnaire

**VENDOR CREATED EXHIBITS - TO BE SUBMITTED WITH VENDOR PROPOSAL**

VENDOR Exhibit 1	Exceptions / Restricted Services
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VENDOR Exhibit 3	Service Plan
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**APPENDICES**

Appendix 1	Wayne State University Map – (see website: <a href="http://campusmap.wayne.edu">http://campusmap.wayne.edu</a> )
Appendix 2	New Vendor Set-Up Requirements
Appendix 3	WSU Wage Rate Schedules
Appendix 4	Drawings
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## I. INTRODUCTION

- A. **Wayne State University**, founded in 1868, is committed to preparing its students to excel in a fast-paced and interconnected global society. It combines the academic excellence of a major research university with the practical experiences of an institution whose history, location and diversity make it a microcosm of the world students will enter when they graduate. The University holds the Highest Carnegie Foundation classification for research activity. It has 13 colleges and schools and offers more than 350 academic programs including bachelor's, master's and doctoral degrees; post-baccalaureate, graduate and specialist certificates; and three professional programs (<http://wayne.edu/about/>).
- B. Procurement & Strategic Sourcing is soliciting proposals from qualified professional organizations, hereafter referred to as VENDOR(s), who specialize in providing **Bookstore Operations** of superior quality, at competitive pricing, as described in the Statement of Work section of the **Request for Proposal (RFP)**. **Contract will commence on or before November 01, 2025, for the remainder of the Fall 2025 Semester.**

**The contract(s) will be for a ten-year period ending on October 31, 2035.** Thereafter, the UNIVERSITY may, at its option, extend the contract, for an additional five-year period, through **June 30, 2040.**

This RFP outlines basic requirements as specified in the Scope of Work section of the RFP (Section III). Proposals submitted are to be in accordance with the outline and specifications contained in and are to remain in effect a minimum of **120** days from the date of submission and may be subject to further extensions as negotiated.

- C. **The UNIVERSITY reserves the right to accept, reject, modify, and/or negotiate any and all proposals received in conjunction with the RFP.** It reserves the right to waive any defect or informality in the Proposals on the basis of what it considers to be in its best interests. Any proposal may be rejected which the UNIVERSITY determines to be incomplete, conditional, obscure, or has irregularities of any kind. The UNIVERSITY reserves the right to award to the firm, or firms, which in its sole judgment, will best serve its long-term interest.

This RFP in no manner obligates the UNIVERSITY to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by the UNIVERSITY without penalty or obligation at any time prior to the signing of an Agreement or Purchase Order.

- D. Expenses for developing and presenting proposals shall be the entire responsibility of the VENDOR and shall not be chargeable to the UNIVERSITY. All supporting documentation and manuals submitted with this proposal will become the property of the UNIVERSITY.
- E. All questions concerning this Request for Proposal are to be directed to **Kenneth Doherty, AVP – Procurement & Business Services**, Email; [ken-doherty@wayne.edu](mailto:ken-doherty@wayne.edu). The deadline for questions is **May 26, 2025, 12:00 noon ET**. 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.

## II. INFORMATION FOR VENDOR

### A. General

This RFP contains requests for information. VENDORS, however, in responding to this RFP, are encouraged to provide any additional information they believe relevant. VENDORS are encouraged to examine all sections of this RFP carefully, in that the degree of interrelationship between sections is high.

**B. Calendar of Events**

Activity	Responsibility	Date
Formal Release of RFP	Procurement	<b>May 05, 2025</b>
<b>Mandatory</b> Pre-Proposal meeting	Procurement /Evaluation Team (ET)/VENDORS	<b>May 15, 2025 10:00 am ET</b>
Questions due to Procurement & Strategic Sourcing	VENDORS	<b>May 26, 2025 - 12 Noon</b>
UNIVERSITY Responds to VENDOR Questions	Procurement	<b>May 30, 2025</b>
<b>Delivery of Proposals are by electronic submission on June 09, 2025.</b> The link for bid submission will be posted with the bid details at <a href="http://go.wayne.edu/bids">http://go.wayne.edu/bids</a> .	VENDORS	<b>June 09, 2025, by 2:00 p.m.</b>
Presentations by VENDOR	Procurement	<b>June 24, 2025</b>
Evaluation of Proposals (clarifications & negotiations)	Procurement / ET	<b>TBD</b>
Announcement of Selected VENDOR	Procurement	<b>TBD</b>
Readiness for Service/Contract Commencement	VENDORS	<b>TBD</b>
Transition Complete	VENDORS/ET	<b>November 01, 2025</b>

The UNIVERSITY will make every effort to adhere to the above schedule. It is subject however, to time extensions at the University's discretion.

**C. Mandatory Pre-Proposal Meeting**

You must attend a **Mandatory Pre-Proposal Meeting** as a condition for submitting a proposal. For this RFP, the University offers the following Pre-Proposal Options: **both In Person and Virtual**

The meeting will be held on **May 15, 2025, 10:00 am (Eastern - Detroit Time)**.

The onsite meeting location will be at:  
**Welcome Center**  
**2<sup>nd</sup> Floor Conference Room 2A**  
**42 West Warren**  
**Detroit, MI 48202**

Vendors who would like to participate in the pre-proposal meeting via a TEAMS Video Conference or Conference Call, may do so via the information below:

**Microsoft Teams Meeting**  
**On-line or via Conference Call**  
[Click Here to Join Pre-Proposal Meeting](#)  
 Need to join from a mobile device but don't have TEAMS on it?  
[Visit our website](#) for instructions on adding TEAMS to your device.

During this meeting, we will answer any questions you may have to clarify any ambiguities in this Request for Proposal. Answers to questions that cannot be answered during this meeting will be put



into an Addendum and emailed to all VENDORS and posted to the University website as soon as they are obtained. Each proposal submitted shall list all addenda, by numbers, which have been received prior to the time scheduled for receipt of proposal.

Attendance will be taken during the Pre-proposal Meeting.

Minutes for the Pre-proposal Meeting will be distributed and published on the website as an Addendum. Vendors are responsible for the information in this and all other Addenda and must acknowledge each addendum in Schedule D on the second page of the Schedule.

**D. Examination of the Request for Proposal**

Before submitting proposals, each VENDOR will be held to have examined the UNIVERSITY requirements outlined in the Scope of Work and Technical Information sections and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFP.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the VENDOR has full knowledge of all of the existing conditions and accepts them "as is."

**E. Delivery of Proposals**

Proposals with supporting documentation shall be submitted **by electronic submission**. The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **May 05, 2025**.

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 and/or 1 PDF document, with a total file size less than **20 megabytes**. **ZIP Files containing separate sections of a proposal are not acceptable, drop box submissions are not accepted either.** If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your Proposal.

\*\*\*

The specific format for responses is detailed in **Section II F** (below). Proposals and **Schedule C, Cost Schedule** must be signed, and the authority of the individual signing must be stated thereon. All responses are to be submitted **by electronic submission** on forms furnished with the Bidding documents:

ATTN.: **Kenneth Doherty, AVP – Procurement & Business Services**  
Wayne State University  
**RFP: Bookstore Operations**

Deadline for receipt of proposals by Procurement & Strategic Sourcing is, **June 09, 2025 by 2:00 p.m. ET. Proposals received after that time will not be accepted.** No details of the proposal will be divulged at the time of opening.

**F. Proposal Format**

Proposals are limited to **75 pages total**, one sided, and eleven (11) point font. (This is inclusive of all required documents and schedules and any optional material included at the discretion of the respondent, but tab sheets and the cover pages do not count in the overall document count.)

Proposals are to be submitted with appropriate indices. Each proposal should provide a straightforward concise description of the VENDOR'S service, approach and ability to meet the UNIVERSITY'S needs as stated in this RFP. Schedules and Exhibits listed below must be included in your proposal:

***University Provided Schedules (provided in this package)***

Schedule A -	Proposal Certification, Non-Collusion Affidavit, VENDOR Acknowledgements
Schedule B -	Insurance Requirements
Schedule C -	Cost Schedule, Summary of Quoted Rates
Schedule D -	Summary Questionnaire



**Vendor Created Exhibits (to be Submitted with Vendor Proposal)**

- Exhibit 1 - Exceptions/Restrictions, if any exist (**Section II G**)
- Exhibit 2 - Profile / Experience / References (**Section II H**)
- Exhibit 3 - VENDOR Service Plan (**Section III**)

Care should be exercised in preparation of the proposals since it is the UNIVERSITY'S intent to have the final contract documentation to consist of a University Strategic Source Agreement (Appendix 5) that incorporates the RFP, VENDOR Proposal, any letters of clarification, and will require the issuance of a Purchase Order for invoicing purposes.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective quotation are not desired.

**G. Proposal Evaluation**

1. Proposals will be evaluated, and the award will be based on the VENDOR'S ability to offer the best value (quality, past performance and price), and on anticipated quality of service. Items considered include but are not limited to:
  - Ability to meet all mandatory requirements and specifications of this RFP.
  - Cost of Services; Compensation and Fees; (Schedule C).
  - Financial Strength of the VENDOR.
  - Proposal Documentation / Presentation.
  - VENDOR'S Experience (Exhibit 2).
  - VENDOR Profiles/References; (Exhibit 2).
  - VENDOR Service Plan; (Exhibit 3).

Also see **Section E** of the Scope of Work for more detailed Evaluation Criteria

**NOTE: Evaluation Criteria are in alphabetical order and are not stated in order of preference.**

VENDOR proposals will be evaluated by a team consisting of members of the UNIVERSITY'S Contracted Services unit and Procurement unit, and other members of the **University Community**. A preliminary screening will be used to identify competitive VENDORS who have met the mandatory requirements. Procurement & Strategic Sourcing will subsequently request selected VENDORS to attend an interview or make a presentation at a set time and date, to clarify information provided in the proposals. Final consideration, evaluation, and recommendation may be made at this point. However, the UNIVERSITY reserves the right to take additional time for reference review, site visits and/or proposal negotiations.

2. To qualify for evaluation, a VENDOR'S proposal must be responsive, must have been submitted on time and must materially satisfy all **mandatory requirements** identified throughout the RFP, in the judgment of the UNIVERSITY. **Any deviation from requirements indicated herein must be stated in the proposal specifically under the category "Restricted Services", and clearly identified as Exhibit 1.** Otherwise, it will be considered that proposals are in strict compliance with all requirements. Check the box indicating "None" for Restricted Services on the Proposal Certification Schedule A. In those cases where mandatory requirements are stated, material failure to meet those requirements may result in disqualification of the VENDOR'S response
3. If there are portions of any proposal the UNIVERSITY finds unacceptable or otherwise in need of clarification or revision, the UNIVERSITY reserves the right to clarify or negotiate with any or all VENDORS. Should the outcome of evaluations result in a recommendation, any resulting contract will be subject to the approval of the UNIVERSITY'S General Counsel and must be approved and signed by the appropriate UNIVERSITY representative.
4. After notification of acceptance of proposal and the signing of a resulting agreement and/or Purchase Order, the successful VENDOR will be expected to establish and be in a position to **commence work or services on or before November 01, 2025.**





H. **VENDOR Profile, Experience, References, and Lost Accounts**

1. **VENDOR Profile should include:**

VENDOR is required to provide organizational data that demonstrates the size, scope and capability of the Company to handle the UNIVERSITY'S specific requirements specified in this RFP. Explain any company relationships that could be construed to be a conflict of interest in doing business with the UNIVERSITY now or in the future.

Upon University request, **VENDOR must agree to provide publicly distributed annual reports and/or independently audited financial statements** including its statement of financial position, statement of operations, and statement of cash flows for at least the past three years. Vendor must further agree to permit the UNIVERSITY, upon request, to audit VENDOR's books, but only as it relates to the Wayne State University account, including retail pricing, invoicing, operational, and technology controls (when applicable). The University is limited to 1 request per calendar year of this agreement.

**If / when requested, failure to agree to this will result in disqualification of your bid (see Schedule D).**

Financial Information will be treated as confidential and not added to the publicly permanent RFP file. Requested Financials must be sent to:

ATTN.: Kenneth Doherty, Associate Vice President  
Procurement & Strategic Sourcing  
Wayne State University  
**RFP: Bookstore Operations**  
Procurement & Strategic Sourcing  
5700 Cass Avenue, 4<sup>th</sup> Floor - Suite 4200 AAB  
Detroit, MI 48202

2. **Experience**

**VENDORS are to state in their proposals their qualifications to meet the RFP specifications** in terms of past and current bookstore services experience with the same or similar requirements. This information should be provided in the VENDOR'S **Exhibit 2** of their proposal. VENDORS are to focus on experiences with organizations having needs similar to that of the UNIVERSITY.

If your current campus operations include any Michigan Universities or any of the University Official Peer List, please include that information. This information can be found on our Institutional Research website at <https://irda.wayne.edu/institutional-research/peer-list>

3. **References**

Upon request, **VENDOR must agree to provide** a minimum of **five (5) qualified references**.

. Requests for references will come from **Kenneth Doherty, AVP – Procurement & Business Services**, and will be treated as confidential and not added to the publicly permanent RFP file.

References are to be from organizations that have successfully utilized the products and services. The references supplied should include the name and address of the organization, and the contact's name(s), titles, e-mail, and the telephone numbers.

**Failure to provide references (if requested) will result in disqualification of your bid.**

4. **Lost Accounts and Legal Actions**

Upon request, **VENDOR must agree to provide** a list of *significant accounts that the VENDOR has lost during the past three (3) years*. **A lost account can be defined when the vendor has been terminated on a job because of performance or default.** *Contact names and telephone numbers of affected Companies must be provided.*

Indicate any significant past or pending lawsuits or malpractice claims against the VENDOR.



### III. SCOPE OF WORK AND PROJECT REQUIREMENTS

#### A. REQUEST FOR PROPOSAL OVERVIEW:

This Request for Proposal (RFP) is seeking proposals from qualified Vendors ("Offeror(s)" or "Contractor(s)" or "Firm(s)") to Wayne State University ("WSU", or "University") for the operation and management of the Wayne State University Bookstore ("WSU Bookstore" or "Bookstore"), the WSU Bookstore eCommerce site, and in-venue WSU Athletics locations. Wayne State University welcomes proposals from a variety of Offerors, those with extensive experience in facilitating college/university retail sales and those who may be new to offering these services.

WSU is seeking a partner and collaborator to reinvent our current model and space. The partner needs to be willing to collaborate with WSU on all aspects of the Bookstore, including changes or modifications that best meet the needs of the University. WSU is looking for a partner to support the University's academic mission and to enhance institutional pride and University brand and recognition by offering affordable, high-quality, and convenient merchandise for students, faculty, employees, alumni, fans, community members, and visitors. The Offeror will provide sales of course materials, emblematic and non-emblematic apparel and gifts, school/office supplies, food and drink, and other applicable items.

This Request for Proposal (RFP) is being issued to select a partner who specializes in Bookstore Operations for the whole of Wayne State University including extension centers and online classes. Wayne State has a thriving academic program which includes in person classes, asynchronous online classes, and self-paced online classes. Our current partnership with Barnes & Noble College Booksellers, LLC is due to expire October 31, 2025.

The goal of this RFP is to gain information on what is available in the market and to award and contract with a supplier that offers a lucrative revenue share program and long-term partnership to provide exceptional service.

#### B. Demographic Information

Below is our enrollment information for the last 3 years for the Fall Semesters.

<u>Full-time/Part-time</u>	<u>FA22</u>	<u>FA23</u>	<u>FA24</u>
<b>Undergraduate</b>			
Full-time	12,172	12,544	12,774
Part-time	3,944	3,722	3,399
<b>Graduate</b>			
Full-time	2,776	2,751	2,952
Part-time	2,651	2,432	2,551
<b>Professional</b>			
Full-time	2,103	2,145	2,180
Part-time	142	108	108
<b>Total Enrollment</b>	23,788	23,702	23,964

Additional Demographic Information can be found on our Institutional Research website at <https://irda.wayne.edu/quickfactsandreports>

#### C. Bookstore information:

The bookstore on Wayne State University's Campus is located in a stand-alone 2 story building on the corner of Warren Ave and Cass Ave in midtown Detroit, next to the Welcome Center. The bookstore is used and visited by all clientele of the University including students, faculty, staff, guests, and off-campus visitors, other affiliates and the general public. The bookstore is currently open 5 days a week, approximately 51 weeks a year.

The Bookstore Building is approximately 29,447.20 gross square feet. This space is used for general merchandise, electronics, textbooks, spirit/apparel shop and Café. The Café sells hot and cold coffees and teas, a variety of fresh and prepared food items and convenience items. Renovations and improvements to the space were last completed in 2019 which involved the main sales floor fixtures and furniture. B&N also currently has an agreement with ARAMARK to sell WSU branded merchandise in the Midtown Market in the Student Center, in addition to providing all the regalia for New Student Convocation and the various Commencement Ceremonies throughout the year.

The University offers classes on main campus at off-site extension centers. Currently services are provided through the bookstore on the main campus and online. At present there is no physical bookstore presence at off-site locations.

Wayne State is exploring various service delivery models—including traditional and online (virtual) options—to determine which approach best meets the needs of our current student and faculty population. As stated above, vendors that respond to this RFP can choose from the following options:

1. Full-service brick & mortar (retail and course materials) including eCommerce (retail and course materials).
2. Full service virtual only model (both retail and course materials).
3. Retail brick & mortar including retail eCommerce (w/o the course material component).
4. Virtual course materials only (w/o the retail component).

#### **D. Background:**

It would be Wayne State University's desire that the WSU Bookstore and eCommerce site be opened by November 1<sup>st</sup>, 2025. With a verbal award set for July 1<sup>st</sup>, 2025, WSU expects the outgoing (if applicable) and incoming Vendors to finalize transition timelines, systems install and removal, and inventory purchase prior to August 1<sup>st</sup>, 2025. Discussions regarding any space modifications will be collaborative between the awarded Offeror and WSU. Attached to **Exhibit A** are pdfs of the current retail location.

The chart below details the WSU Bookstore's gross sales. Sales reporting is based upon contract year, November 1 through October 31.

*WSU Bookstore Gross Commissionable Sales*

<b>Agreement Year:</b>	<b>2023</b>	<b>2024</b>	<b>CYTD as of Mar. 25</b>
<b>Revenue Category:</b>			
<b>New Textbooks</b>	<b>\$723,241</b>	<b>\$662,359</b>	<b>\$258,715</b>
<b>Used Textbooks</b>	<b>\$153,829</b>	<b>\$152,846</b>	<b>\$65,511</b>
<b>Rental Textbooks</b>	<b>\$250,983</b>	<b>\$217,714</b>	<b>\$90,709</b>
<b>Digital (non-IA)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Digital IA</b>	<b>\$3,690,421</b>	<b>\$4,203,586</b>	<b>\$1,880,398</b>
<b>Other</b>	<b>\$618,118</b>	<b>\$669,358</b>	<b>\$357,544</b>
<b>General Books/Non-Emblematic</b>	<b>\$75,584</b>	<b>\$50,779</b>	<b>\$28,611</b>
<b>Emblematic Apparel and gifts</b>	<b>\$537,274</b>	<b>\$485,760</b>	<b>\$135,728</b>
<b>Technology</b>	<b>\$53,457</b>	<b>\$83,815</b>	<b>\$89,562</b>
<b>School Supplies</b>	<b>\$120,152</b>	<b>\$121,370</b>	<b>\$43,056</b>
<b>Café/Convenience</b>	<b>\$161,531</b>	<b>\$96,558</b>	<b>\$35,149</b>



<b>Total:</b>	<b>\$6,384,590</b>	<b>\$6,744,145</b>	<b>\$2,984,983</b>
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#### IV. SCOPE OF WORK – Part 1:

##### A. General

The successful Offeror shall operate the WSU Bookstore in accordance with the requirements, terms, specifications, conditions, and provisions contained in an agreement (contract) as negotiated between the parties. The Offeror shall provide WSU with the services usually expected of a top-quality University Store.

WSU is committed to forming a partnership with an Offeror who truly understands the University's desire to be a fully engaged partner by providing approval, recommendations, and feedback on the products and services provided by the Offeror. The Offeror must demonstrate an outstanding level of service and performance, and have sufficient resources, financial stability, and experience to operate the WSU Bookstore, WSU Bookstore eCommerce site, and WSU Athletics in-venue locations. It is essential that the requested services be of the highest quality possible and that the program be managed with maximum sensitivity to the needs and concerns of WSU's students, faculty, staff, alumni, fans, community members, and guests. The Contractor will be a valued partner and involved with all outreach and campus/community engagement.

##### B. Responsibilities of the University

- a) Provide the building space for the WSU Bookstore.
- b) Provide access to the software systems needed, such as all integrations required for course material adoption, and WSU email and telephone system.
- c) Provide Office of Procurement and Strategic Sourcing employees as a resource from the start of the award through the agreement term.

##### C. Programmatic Expectations

- a) Achieve world class customer satisfaction.
- b) Provide capacity for program expansion.
- c) Offer market-competitive pricing.
- d) Offer a full range of adopted course materials regarding affordable and available format options.
- e) Provide an Inclusive Access and/or Equitable Access program if desired and approved by Wayne State University.
- f) Offer a wide variety of emblematic and non-emblematic apparel and gifts - offering from casual to professional that is size and gender inclusive.
- g) Drive an increase in annual sales.
- h) Make a significant investment in facilities.
- i) Provide a significant financial return to the University.
- j) Facilitate a growing online sales platform for the WSU Bookstore.
- k) Provide innovative solutions to problems.
- l) Participate in a WSU Bookstore Advisory Council.
- m) Provide community outreach and contribute to WSU spirit.
- n) Support the University's sustainability efforts.
- o) Develop, support, and extend the WSU Bookstore branding strategies.
- p) Support graduation and new student convocation (regalia, announcements, rings etc.).
- q) Provide a selection of relevant non-adopted course books.
- r) Operate the existing Technology department in the WSU Bookstore.
- s) Demonstrate to WSU departments the benefits of using the Vendor's services instead of alternatives.
- t) Achieve world class supplier diversity including a wide variety of styles, sizing, and suppliers from minoritized entities.
- u) Develop and operate facilities with features that make them an attractive customer destination rather than simply a place to buy merchandise.
- v) Work with existing University service providers to build complementary programs for mutual benefit.
- w) Develop a general merchandise value pricing (good, better, best) strategy.
- x) Offer pop-up style kiosks as determined by WSU and the awarded Offeror.
- y) Offer extended hours of operation based upon WSU's social and academic calendars.



- z) Partner with University departments, student organizations, and other relevant groups to offer unique sales opportunities (for example, to sell student-made products or student organization apparel).
- D. Customer Experience (Please include in your proposal how you plan to accomplish the following objectives).
  - a) Offeror will provide a full range of affordable, required, and faculty recommended course material products and services.
  - b) Offeror, in consultation with WSU, will provide and maintain an appealing and efficient environment where students, faculty, staff, fans, and guests can select from a broad range of emblematic and non-emblematic products and services.
  - c) Offeror will create a dynamic, exciting retail environment that promotes and enhances the WSU brand.
  - d) The offeror will provide a broad selection of quality emblematic clothing and gifts that comply with the University's brand guidelines, design guidelines, and requirements for branded products.
  - e) Offeror will provide visual merchandise and retailing services that meet the needs of the campus community.
  - f) Offeror will provide a significant selection of general merchandise such as school and office supplies, WSU emblematic apparel and gifts, convenience items, Apple Computer and technology products, and other miscellaneous products - purchasing locally when possible.
  - g) Offeror, in collaboration with WSU, will develop a plan for store hours and community outreach initiatives—such as author events and storybook hours—designed to position the bookstore as a welcoming retail destination for university visitors, parents, and the surrounding community.
- E. Marketing and Communications (Please include in your proposal how you plan to accomplish the following objectives).
  - a) Offeror will work with the University to develop and implement all start-up and ongoing marketing and advertising campaigns and programs and will coordinate with WSU Communications and Marketing on development and distribution of external communications. Offeror will allocate resources as warranted.
  - b) Offeror shall demonstrate an understanding of WSU's academic, athletic, cultural, and social environment and adapt all course materials, both emblematic and non-emblematic offerings, as well as their delivery, to align within this context.
  - c) WSU retains final approval authority over the content of any email, text, or written communication distributed to students, staff, alumni, fans, or faculty concerning the WSU Bookstore.
  - d) Offeror will actively participate in WSU's academic, cultural, and social activities, hosting events and seizing opportunities to provide special merchandise and services tailored to WSU's unique and ongoing initiatives.
  - e) Offeror will supply WSU-specific printed materials, emails, social media content, and online advertising resources as needed to enhance communication with students, faculty, staff, alumni, and fans.
  - f) Offeror will engage with faculty senate, student government, clubs and organizations, alumni, and University departments by attending meetings to contribute to focused discussions, ensuring the WSU Bookstore Contractor is recognized as a valued partner in driving positive outcomes.
  - g) Offeror, in coordination with WSU, will ensure that all operational changes—including software updates (e.g. IA Access) —are implemented with sufficient advance notice to affected students and faculty, and in a manner that avoids undue disruption to key academic activities such as exam preparation and semester start-up.
- F. Personnel (Please include in your proposal how you plan to accomplish the following objectives).
  - a) WSU regards the personnel of the WSU Bookstore as integral members of the campus community. Although they are not WSU employees, these individuals will interact regularly



with WSU students, faculty, staff, and visitors. Therefore, it is essential to WSU that the personnel maintain a professional demeanor and demonstrate a genuine willingness to assist campus constituencies, ensuring the WSU Bookstore leaves a lasting and positive impression.

- b) Personnel will be expected to follow WSU's campus policies and procedures.
- c) Offeror will supply the necessary personnel to operate the WSU Bookstore and the eCommerce storefronts.
- d) Offeror will provide employment opportunities for WSU students at wages consistent with WSU's student employment rates.
- e) Offeror will assign a dedicated Store Manager and Regional Manager to address all operational and technical questions and concerns for WSU.
- f) All personnel must go through an extensive background check provided by the Offeror and adhere to crime and child abuse reporting requirements.

G. Information Technology and the WSU Bookstore (Please include in your proposal how you plan to accomplish the following objectives).

- a) Offeror will provide the Point-of-Sale System (POS), and all other systems needed to operate the WSU Bookstore, including POS integration with the OneCard CS Gold system.
- b) The offeror should have a robust technology platform for collection of faculty-required and recommend course materials, including the ability to obtain and sell custom course packs which may require obtaining copyright clearances.
- c) The offeror shall be responsible for the security of account data they possess or otherwise store, process, or transmit through execution of their services under this agreement.
- d) Offeror shall be accountable for and maintain full compliance with all current Payment Card Industry Data Security Standard (PCI DSS) requirements for the establishment and operation of on-site retail store and online store.
- e) Offeror shall provide attestation of compliance (AOC) with PCI DSS for both on-site and online components of operation to WSU prior to the start of processing any cardholder data, and on an annual basis thereafter.
- f) Offeror shall notify WSU immediately of any suspected or confirmed breach of cardholder data associated with their execution of WSU duties under this agreement.
- g) Students, faculty, and campus data security are of the utmost importance. The offeror will provide WSU with any information regarding data security or credit card breaches in the last two years. The offeror will need to comply with and accept all data security controls outlined by WSU. Proposals must specify how student, faculty and institutional data will be secured. Please address your protocols for ensuring the security of student data collected by third-party vendors providing digital materials facilitated by your digital programs.
- h) Offeror shall provide detailed assurances regarding the measures in place to protect the security and confidentiality of student data obtained through business activities with the University. Additionally, the Offeror must clearly outline the intended and permitted uses of any business data collected on students and other customers.
- i) Offeror will provide a Wayne State University branded website. The website should be available 24 hours per day, 7 days per week, with as little down time as possible.
- j) The offeror will provide all the technical fulfillment systems and infrastructure to deliver WSU Bookstore eCommerce products.
- k) WSU must approve all requests for data sharing with third parties for marketing or promotional purposes in writing.
- l) Offeror shall not use student or faculty data obtained through sales for direct marketing purposes by any Offeror affiliate or program unless WSU has explicitly approved that affiliate or program.
- m) Offeror will provide reasonable and easily accessible options for individuals/participants to opt out of any data sharing.
- n) Website Accessibility Requirements:
  - 1) Offeror shall comply with all WSU standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG).
  - 2) WSU may require the Offeror's compliance to the accessibility standards to be determined by a third party selected by WSU to attest to the Offeror's compliance.

H. Financial Management (Please include in your proposal how you plan to accomplish the following objectives).



- a) Offeror has complete responsibility for the financial administration of all WSU Bookstore sales and services. Such responsibilities include, but are not limited to, managing the campus's WSU Bookstore to the standards required by the University, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of monthly and annual financial reports, and all other such activities that may apply.
- b) Offeror will be responsible for assessing and paying all applicable sales tax (both for the WSU Bookstore and eCommerce websites).
- c) Offeror needs to be able to allow for tax exempt purchases (both in the WSU Bookstore and eCommerce site including WSU Athletics) for WSU faculty and staff to make purchases on their credit cards or p-cards (on behalf of WSU).
- d) Awarded offeror will purchase all on-hand inventory (at the time of transition) from the current operator based upon the same terms and conditions as originally purchased from WSU.

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## V. **SCOPE OF WORK – Part 2:**

Please include in your proposal responses to each of the following.

### A. **Partnership and Alignment.**

1. Partnership and alignment are key pillars of a successful business relationship. These qualities foster strong collaboration, responsiveness to changing needs, and shared goals and values among all parties. Please describe how your organization will incorporate and prioritize these principles in your partnership with Wayne State University.
2. Autonomy and empowerment at the store level are vital to the success of the Wayne State University Bookstore. Please provide detailed information on how your organization supports and enables local decision-making to effectively meet the unique needs of WSU's students, faculty, staff, alumni, fans, and surrounding community.
  - a. Detail the extent to which the local store team can make independent decisions about product selection and merchandising strategies with company approval.
  - b. Provide examples and case studies of how local empowerment has allowed your store teams at other colleges and universities to better serve their campus communities.
3. What key performance indicators (KPIs) or metrics does your organization use to evaluate the success of a new campus store, particularly focusing on enhancing the student experience and fostering a sense of belonging?
4. How do you define a successful vendor partner/school relationship? What elements drive that success and how do you measure it?
5. Provide examples of successful partnerships with other universities, highlighting your ability to adapt to and integrate with diverse business models.

### B. **Engagement and Marketing.**

1. While closely related, engagement and marketing serve distinct roles within the college store industry. Marketing typically involves promoting products, services, and events through channels like social media, email campaigns, and traditional advertising—primarily as a one-way communication strategy to inform and attract customers. Engagement, on the other hand, focuses on building relationships and fostering two-way communication with the campus community. It involves actively connecting with students, faculty, and staff to understand their needs and create meaningful interactions. How does your organization distinguish between these two approaches, and can you share examples or case studies that highlight successful implementations of both strategies?
2. How would your company pilot innovative student engagement initiatives to gather early feedback on new business approaches and adapt accordingly?



3. Success in the college store industry hinges on integrating a detailed business, marketing, and engagement plan into daily operations. How does your company incorporate these elements into its operational strategy? Provide specific examples of innovative marketing and engagement efforts—beyond a simple event calendar or email content—that highlight bold and effective approaches.
4. How would your company pilot innovative faculty and/or neighboring community engagement initiatives—such as reading groups, author presentations or coffee hours—to build a more consistent patronage?
5. How would your company determine bookstore hours to further full faculty, staff, student, visitor and fan engagement with the bookstore, especially during period of intense campus events such as orientation and commencement?

**C. Course Materials.**

1. As an institution committed to providing exceptional educational experiences, Wayne State University recognizes the crucial role that affordability and access play in student success. Therefore, detail your ability to provide affordable products and services while maintaining high quality standards. How can you help foster an environment that values affordability, so our students can thrive both academically and professionally?
2. Inclusive Access (IA) and Equitable Access (EA) programs play a vital role in improving affordability and supporting student success. As reflected in the financial data above, Wayne State University has seen strong results from its existing program, with over **12%** of total sections adopting this IA model. Please describe the IA and EA solutions your company offers and how they could further strengthen WSU's current program. Please include examples of partner campuses where your programs have been successfully implemented. Additionally, automatic billing programs (such as IA) offer first-day access to course materials but reduce student choice in procurement. These programs typically commit to pricing at or below market rates, a standard historically supported by federal regulation. Given shifting federal priorities, please explain how your pricing is determined and how you will ensure ongoing cost savings for students, even without federal oversight.
3. As a company, how do you engage faculty in the consideration of alternative course material formats and models?
4. The support, promotion, and where appropriate, adoption of Open Educational Resources (OER) is part of WSU's broader efforts to improve affordability, access, and academic success. How do you work in partnership with the institution's academic departments, library, and faculty to promote awareness and adoption of high-quality OER materials. How do you ensure that the bookstore platform and course materials ordering system allow for the identification, designation, and procurement of courses using OER and zero cost course materials.

**D. General Merchandise and Cafe.**

1. Discuss how your company's products and service offerings complement Wayne State University's mission, objectives, and community needs. Specifically:
  - a. Describe how your products and services support Wayne State University's educational philosophy and institutional values.
  - b. Demonstrate your understanding of Wayne State University's diverse customer base, including students, faculty, staff, alumni, fans, and visitors/community members. How do your offerings cater to their specific needs and preferences?
  - c. Discuss any innovative solutions or partnerships you propose to better serve the Wayne State University community and strengthen the alignment between your company and the university's vision.
  - d. Discuss your plans to establish a "good, better, best" pricing strategy and how that impacts quality and variety of products.
2. Offering high-end (Luxe) brands, hot market items, and first-to-market products can significantly enhance sales and contribute to the success of the WSU Bookstore's emblematic merchandise. How does your company establish partnerships with these premium vendors, and what are your plans for



collaborating with premium brands and to offer hot-market items? Please provide premium brand names you would work to establish partnerships.

3. Wayne State University is interested in having the Offeror provide pop-up retail stores on campus. How does your organization determine the ideal locations and product offerings for these stores? Additionally, explain how you would operate and market this initiative, and identify the types of merchandise you believe would be most popular and successful at these locations.
4. WSU departments are interested in having more program, department, school/college apparel available for sale in the bookstore. They would also like to maintain the ability to host online pop-up stores specifically for their areas. How do you address these concerns and opportunities?
5. How do you incorporate more local products into the overall store merchandise mix to highlight community connections? Our Detroit location is important to our store. How do you plan to incorporate this into the overall store merchandise mix? Which businesses or artisans would you prioritize engaging for a pop-up display in the WSU Bookstore?
6. What steps can be taken to improve the in-store shopping experience, ensuring it is modern, engaging, efficient, and customer-friendly? How would you optimize store layout, signage, and product organization to make it easier for customers to find the products they need?
7. The WSU Bookstore includes an established café space that serves as a popular destination for students, faculty, staff, and visitors. Describe how you would operate and enhance this café in alignment with institutional values, customer needs, and bookstore operation. What food and beverage offerings do you propose for the existing café? How will you meet diverse dietary needs (e.g., vegetarian, vegan, gluten-free) and incorporate sustainable or locally sourced products? Lastly, how might you create partnerships with other local bookstores in creating special events within the store?

#### **E. Athletics.**

Vendors should note that Athletics maintains an existing exclusive team apparel agreement with BSN Sports/Nike. Any proposed retail, branding, or co-branded product initiatives must be developed in consultation with the WSU Athletics Department and comply with current licensing and vendor agreements. While not currently within scope, Athletics' inclusion may evolve over time as part of an integrated strategy with the selected bookstore provider. Tell us:

1. How would your company partner with WSU Athletics to develop a comprehensive and enhanced strategy for growing its licensing portfolio, eCommerce presence, and in-venue merchandise operations? Please detail your knowledge of industry trends, innovative ideas for increasing merchandise revenue, and your approach to collaboration and adaptability in the dynamic landscape of intercollegiate athletics. Please describe how your proposed strategy would complement—rather than duplicate—existing licensed team apparel operations, and how your team would work collaboratively with university licensing officers and Athletics personnel to ensure consistency with Wayne State's brand standards and contractual requirements.
2. How would you collaborate with the Athletics Department to develop and market in-venue merchandise offerings that not only drive revenue but also align with campus culture, student engagement, and university branding efforts? Please share examples of merchandise integration during athletic events or institutional celebrations from other campuses you've partnered with.
3. Wayne State is in the process of developing NIL-related policies and procedures to ensure fairness, equity, and compliance. Please detail how your organization ensures ethical and legal NIL operations when working with student-athletes. If applicable, provide examples of how you have successfully partnered with Athletics departments to support compliant and values-aligned NIL merchandise programs that respect institutional guidelines.

Proposals that include Athletics-related retail strategies should reflect an understanding of Athletics' role in institutional identity, student engagement, and community presence. All activities must be designed in consultation with Athletics leadership and appropriate licensing stakeholders, with a focus on collaboration and alignment rather than siloed execution.



**F. Technology and eCommerce.**

1. eCommerce is a vital extension of traditional campus retail, helping to boost sales and elevate the overall customer experience. In an increasingly digital-first landscape, a strong eCommerce presence is essential for maintaining competitiveness and meeting evolving student expectations. How does your eCommerce solution drive sales growth, enhance customer engagement, and support marketing initiatives? Please share specific strategies and examples that demonstrate the effectiveness of your platform.
2. Describe your integration platform regarding SSO, SIS, LMS, and financial aid (including the use of vouchers), and how does your systems communicate information to University systems such as the online schedule of classes and WSU Bulletins.
3. How does your eCommerce channel function as a complementary channel to drive in-store sales?

**G. Renovations.**

1. Please include renderings of the WSU Bookstore space in your proposal to illustrate your vision and design approach. We look forward to seeing how your innovative concepts can reimagine the WSU Bookstore as a vibrant, engaging retail destination.

**H. Transition.**

1. A successful transition between two vendors in the collegiate retail space holds significant importance for WSU. This crucial shift sets the foundation for the smooth continuation of retail operations, thus ensuring a seamless experience for both customers and the institution. If a transition to another vendor occurs, how do you ensure a smooth and organized process and what elements make up a successful transition? Feel free to include case studies in your response.
2. Describe all the elements that are incorporated into a successful transition. Provide a detailed transition plan including weekly milestones, dates, categories, and what you would need from the Wayne State University team.

**I. Financials.**

1. Financial remuneration is essential to supporting Wayne State University's continued success. As a strategic partner, your contributions help address the diverse needs of our campus community. Commission payments and other forms of financial support form the foundation of our collaborative relationship. Please outline the commission structure, signing bonus, renovation funds, and any other financial incentives you propose to offer Wayne State University.
2. Describe the types of financial reports and the frequency of these reports that will be provided to the Wayne State University regarding the WSU Bookstore.
3. Reporting

Please provide a five-year financial pro forma statement including:

- a. Sales by Category
- b. Online vs. In-store Sales
- c. Cost of Goods Sold
- d. Gross Margin
- e. Personnel Expenses
- f. Other Operating Expenses
- g. Contributions/Commissions to WSU
- h. Profit/Loss

**A. Proposal Requirements:**

To be considered by the University for providing bookstore services, Vendor must at a minimum must address all enumerated items (above and below) in its response to this RFP. Your proposal should respond to each requested item of information in the order that the item appears in each section of this RFP. If you are submitting a proposal for a virtual solution, please enter VO (Virtual Only) for items that do not apply to your delivery format.

Provide an Executive Summary of your proposal. The summary should highlight key proposal points, and features you believe best demonstrate the advantages of selecting your firm.

**B. Other Considerations:**

The structure of any proposed agreement between University and Vendor will be subject to those terms and conditions acceptable to the University. Preferred and required terms and conditions include without limitation the following:

1. Wayne State University has other contractual and licensing agreements which must co-exist with the bookstore Vendor as listed below:
  - a. Exclusive campus pouring rights agreement and beverage vending with Pepsi
  - b. Exclusive athletic apparel agreement with Nike/BSN
  - c. Snack and other product vending services agreement with Continental
  - d. Campus dining contract with Sodexo Magic
  - e. Licensed vendors for promotional purchases
2. Vendor's proposal and The Vendor's purchases or orders for merchandise containing University trademarks shall be properly licensed through University's designated licensing agent, subject to the terms, conditions and payments imposed by such agent.
3. OneCard Dollars, the University's pre-paid debit (draw-down) program, enables students, faculty, and staff to make electronic fund transfer, point-of-sale purchases at participating on-campus retail and vending locations. The Vendor's POS system will be required to interface with CBORD CS Gold to enable these campus card transactions and is responsible for reimbursing the OneCard Office for the annual software maintenance licensing fees required for software integration. The current licensing fee is less than \$1,000. The vendor will pay the University a three percent (3%) fee on all OneCard gross retail sale transactions.
4. Vendor shall sell merchandise only as deemed appropriate by the University and in accordance with agreements with other University vendors. The University has entered into a pouring rights agreement. Vendor will work with contracted Pouring Rights Agreement partner (Pepsi Co.) to provide beverages in store, including the café, with noted exceptions.
5. Vendor shall be WSU's exclusive agent for the collection and compilation of the textbook list.
6. Vendor shall provide an online list of assigned textbooks for each course (including ISBNs and prices or author, title, publisher, copyright date, and retail price). The phrase "To Be Determined" will be displayed when textbook information is unavailable during registration.
7. The University shall have sole and absolute discretion over approval of designs used for construction or renovation of any facilities.
8. The selected Vendor will be expected to provide professional pre-occupancy coordination services upon execution of the contract, the expenses of which will be borne by the Vendor.
9. In connection with the services being provided, Vendor may need to operate certain information technology systems not owned by the University, which may need to interface with or connect to university networks or information technology systems. Vendor shall be responsible for all Non-University Systems. Vendor will take necessary security and privacy protections on their respective systems.



10. Vendor shall serve as the merchant-of-record for its credit card, debit card, or "in wallet" (IE. Apple Pay) transactions and is solely responsible for the security of such transactions, even for vendor transactions performed on the University network. Vendor will be responsible for complying with all applicable laws, regulations and maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS) related to the protection of cardholder data ("Data Protection Rules") associated with the Vendor merchant-of-record. Please include proposed technical architecture in support of PCI-DSS compliance.
11. Vendor will be required to provide written PCI DSS Attestation of Compliance (AOC) and a PCI DSS Self-Assessment Questionnaire (SAQ) annually, as well as an SOC9 compliance certification.
12. The University requires that all network implementations used in conjunction with the PCI environment be reviewed and approved by the University. Vendor assumes all responsibility for the installation, subsequent moves, and ongoing operation of their equipment located at Wayne State.
13. University Liaison - The awarded Supplier shall designate and provide at no charge to the University an official representative to serve as liaison with the University in overseeing the relationship between the vendor and the University. Contact information for the liaison(s) should be provided and include name, title, phone/cell, and email address.
14. No changes shall be made, nor invoices for extra changes, alterations, modifications, deviations, and extra orders be recognized or paid except upon a written change order from Wayne State University. The University will not authorize payment of changes, alterations, modifications, and deviations, etc. that are a result of vendor/consultant error.

#### C. Evaluation of Offers

1. Designated University personnel will evaluate the proposals received, based on the total advantage to the University and Vendor's ability to achieve financial and operational success in meeting the needs of the University and its students, faculty, and staff. Some of the factors to be considered are: vendor experience in college bookstore operations, demonstrated quality of merchandise, commitment to customer service, costs to consumers, financial return to University, management approach and support, capital investment, and a track record of increasing sales.
2. Proposal evaluations may be augmented by visits to institutions currently served by Vendors to evaluate pricing structures, quality of customer service, availability of textbooks, and bookstore appearance.
3. Vendors whose proposals are deemed to be acceptable will be asked to make an in-person presentation to the bookstore selection committee.

#### D. Evaluation Criteria

The selection committee will evaluate the merits of the proposals based on the following criteria:

Criteria Description	Potential Points:



Ability to meet the Scope of Work expectations in this RFP.	15
Partnership, Flexibility, and Alignment	15
Course Materials	15
General Merchandise, Athletics, and Cafe	15
Engagement and Marketing	10
eCommerce and Technology	10
Renovations and Transition	10
Financial Remuneration	10
<b>Total:</b>	<b>100</b>

4. .

#### IV. GENERAL REQUIREMENTS AND GUIDELINES

##### A. Terms and Conditions

Any contract between the UNIVERSITY and VENDOR resulting from this RFP will be made using the University's Strategic Source Agreement (Exhibit V). The Agreement will incorporate this RFP and its terms and conditions by reference. Should the Vendor have additional terms to incorporate into the Agreement, the Vendor's Proposal response must include a formal copy of any VENDOR'S terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by the University's General Counsel is essential prior to the award of the contract. If supplied, this should be included in **Exhibit 1** of the Vendor's proposal. **In the event the VENDOR does not supply terms and conditions with their proposal, the University's terms and conditions will govern this transaction.**

##### B. Joint or Partnering Bids/Proposals

A joint bid/proposal by two or more Vendors proposing to participate jointly in performance of proposed work may be submitted. A single Vendor must be clearly identified as the "Primary Vendor" who will assume responsibility for performance of all other Vendors and all subcontractors. The Primary Vendor must identify itself as such and submit the proposal under its company name and signature. If a contract is awarded in response to a joint bid/proposal, the Primary Vendor must execute the contract and all Partner Vendors must verify in writing that the Primary Vendor is authorized to represent them in all matters relating to the contract. At least one of the Vendors must have attended any and all mandatory Pre-Proposal or other meetings.

##### C. Price Schedules

Please refer to Section II, Item C – 7 for information on Commissions.

##### D. Pricing Variances

No changes shall be made, nor invoices paid for extra changes, alterations, modifications, deviations, and extra orders except upon a written change order from the UNIVERSITY. The UNIVERSITY will not authorize payment for changes, alterations, modifications, deviations, etc. that are a result of VENDOR error.

##### E. Certification, Affidavit, and Acknowledgements

The Proposal Certification, Non-Collusion Affidavit, and Vendor Acknowledgements, **Schedule A**, must be executed as a part of the VENDOR'S proposal.

##### F. Publicity

VENDORS must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without written approval from the UNIVERSITY.

##### G. Freedom of Information Act / non-Confidentiality

Wayne State University is subject to the State of Michigan Freedom of Information Act. As such, proposals may be subject to public review after the contracts have been awarded. VENDORS responding to this proposal are cautioned not to include any proprietary information as part of their proposal.

##### H. Credit References

From time to time, the University is asked to provide credit and business references to potential new Vendors. In the event your company is awarded a contract as a result of your response to this RFP, the University would like the option to include your company as a future reference.

##### I. Insurance Requirements

The University requires Certificates of Insurance per Schedule B for the following types of work: 1) For any and all construction or construction-like work, 2) When work or service is performed on campus, 3) When food is being provided by a private caterer, and 4) When moving services or bus transportation services are being provided. The University reserves the right to require insurance on a case-by-case basis.

When required, VENDORS must indicate in Schedule D that they can meet the insurance requirements found in Schedule B. If awarded a contract, VENDOR must then provide a Certificate of Insurance naming Wayne State University / Office of Risk Management as a certificate holder and the Board of Governors as an additional insured. During the life of the contract, the VENDOR must maintain insurance as stated in Insurance Provisions (Schedule B) and any additional requirements as specified by the UNIVERSITY Office of Risk Management.

For this project, Insurance is **Required**

##### J. 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 an M/W/DVBE as one that is at least 51% owned, operated, and controlled by an M/W/DVBE, or in case of a publicly owned business, at least 51% of the stock must be owned by an M/W/DVBE.

If the firm is not an 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, Associate Vice President  
Procurement & Strategic Sourcing  
Wayne State University  
**Bookstore Operations**  
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://procurement.wayne.edu/docs/university\\_policy\\_2004\\_02.doc](http://procurement.wayne.edu/docs/university_policy_2004_02.doc)

##### K. Ownership of Documents

All documents prepared by the VENDOR, including but not limited to: tracings, drawings, estimates, specifications, field notes, investigations, studies and reports, shall become the property of the UNIVERSITY. At the UNIVERSITY'S option, such documents will be delivered to UNIVERSITY Procurement & Strategic Sourcing. Prior to completion of the contracted services, the UNIVERSITY shall have a recognized proprietary interest in the work product of the VENDOR.

##### L. WSU Wage Rates

For construction and construction-like work, Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than Wayne State University wage rates.

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 on any of Wayne State's properties. Rates for all counties are available at <https://wdolhome.sam.gov/>, and Procurement will post the schedules quarterly that pertain to Wayne County on its website at <http://procurement.wayne.edu/vendors/wage-rates.php>.

Certified Payroll must be provided for each of the contractor's or subcontractor's payroll periods for work performed on any University project. Certified Payroll must accompany Pay Applications, and be fully reconciled with the final Pay Application. Failure to provide certified payroll will constitute a material breach of contract, and pay applications will be returned unpaid, and remain unpaid until satisfactory supporting documents are provided.

Additional information can be found on the University Procurement & Strategic Sourcing's web site at the following URL address: <http://procurement.wayne.edu/vendors/wage-rates.php>.

## PROCEDURE

Construction Bids and other Bids or Proposals for work that includes construction shall contain a WSU Wage Rate clause outlining a contractor's responsibilities under University policy. Each bid solicitation shall include reference to the most current wage determination schedule that contractors can use when preparing their bids.

When compensation will be paid under WSU Wage Rate requirements, the University shall require the following:

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.

The contractor shall submit a completed certified payroll document [U.S. Department of Labor Form WH 347] verifying and confirming the WSU Wage and benefits rates for all employees and subcontractors for each payroll period for work performed on this project. The certified payroll form can be downloaded from the Department of Labor website at <http://www.dol.gov/whd/forms/wh347.pdf>.

A properly executed sworn statement is required from all tiers of contractors, sub-contractors and suppliers which provide services or product of \$10,000.00 or greater. Sworn statements must accompany applications for payment. All listed parties on a sworn statement 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.

If the VENDOR or subcontractor fails to pay the WSU 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:

- Withhold a 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.
- Terminate the 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.
- Propose to the Associate Vice President for Business Services / Procurement that the Vendor be considered for Debarment in accordance with the University's Debarment Policy, found on our website at

<https://policies.wayne.edu/appm/2-8-debarment-policy-on-non-responsible-vendor-in-procurement-transactions>.

For more information and a general WSU Wage Rate schedule, see Purchasing Website at:  
<http://procurement.wayne.edu/vendors/wage-rates.php>.

## M. Buy American

Wayne State University intends to purchase products in the United States of America whenever an American made\* product is available that meets or exceeds the specifications requested and the price is equal to or lower than a foreign made product. Vendors are required to bid American made products whenever available. Vendors may bid foreign made products when:

- 1) They are specified
- 2) As an alternate as long as they are technically equal to the product specified.

\* (More than 50% of the product is manufactured or assembled in the U.S.A.)

## N. Smoke and Tobacco-Free Policies

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

## O. Tax Exempt

Wayne State University is a tax-exempt institution. The Vendor shall include in its proposal and make payment of all Federal, State, County and Municipal taxes, including Michigan State Sales and Use Taxes, now in force or which may be enacted during the progress and completion of the work covered. Information regarding the State of Michigan sales and use tax laws related to construction or other similar work can be found in SOM Revenue Administrative Bulletin 2016-18.





**Schedule A  
Response to Wayne State University  
Request for Proposal  
Bookstore Operations  
and any Amendments, Thereto**

**Dated: May 05, 2025**

**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.
- Any contract between the UNIVERSITY and VENDOR resulting from the RFP will be made using the University's Strategic Source Agreement. The Agreement will incorporate this RFP and its terms and conditions and Vendor's Response Proposal by reference. Should the Vendor have additional terms to incorporate into the Agreement, they will be incorporated into the Agreement as an Appendix.
- Upon University request, VENDOR agrees to provide publicly distributed annual reports and/or independently audited financial statements including its statement of financial position, statement of operations, and statement of cash flows for at least the past three years.
- Upon University request, Vendor agrees to permit the UNIVERSITY to audit VENDOR's books, but only as it relates to the Wayne State University account.
- All of the Terms and Conditions of this RFP 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 RFP.

---

**PROPOSAL CERTIFICATION**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of this Proposal states that the Proposal contained herein is complete and is in strict compliance with the requirements of the subject Request for Proposal dated **May 05, 2025**, except as noted in Exhibit 1, the "**Restricted Services/Exceptions to RFP**" section of the Proposal. If there are no modifications, deviations or exceptions, indicate "None" in the box below:

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



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### NON-COLLUSION AFFIDAVIT

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

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

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

---

### CONFLICT OF INTEREST

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

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Email address: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
(Title) (Date)

## Schedule B

### Insurance Requirements (Rev 8-2023)

For this project, Insurance is **Required**

The Vendor, 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)		\$2,000,000 combined single limit \$4,000,000 annual aggregate
Damage to Rented Premises		\$2,000,000
Medical Expense (any One Person)		\$10,000
Personal & Adv Injury		\$1,000,000
Products – Comp / Op		\$4,000,000 annual aggregate
2. Professional Liability		\$2,000,000 combined single limit \$2,000,000 annual aggregate
3. Excess Liability (Umbrella)		\$10,000,000 per occurrence
4. Commercial Automobile Liability (including hired and non-owned vehicles)		\$2,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate.
5. Workers' Compensation (Employers' Liability)		Required by the State of Michigan and Employer's Liability in the amount of \$1,000,000 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, and 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

## Schedule B

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.

# Schedule B



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ \$1,000,000
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ \$2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> State of Michigan
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

CERTIFICATE HOLDER	CANCELLATION
Wayne State University Enterprise Risk Management & Insurance Programs 5700 Cass Avenue, Suite 4622 AAB Detroit, MI 48202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE





## Schedule C

### (Financial Proposal; Compensation and Fees)

Wayne State University Bookstore				
Financial Proposal Components		Amount	and/or	Percentage
Annual commission/guarantee		\$ _____		\$ _____
Signing Bonus		\$ _____		\$ _____
Annual student scholarships		\$ _____		\$ _____
Marketing funds		\$ _____		\$ _____
Unrestricted annual contributions		\$ _____		\$ _____
Renovations (FF&E)		\$ _____		\$ _____
Other (describe)		\$ _____		\$ _____

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Email address: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)





# WAYNE STATE UNIVERSITY

## SCHEDULE D - SUMMARY QUESTIONNAIRE (2 PAGES)

	YES	ALTERNATIVE
1. Can your company <b>commence on or before November 01, 2025?</b>	_____	_____
2. Did you attend <b>the Mandatory Pre-Proposal</b> meeting on <b>May 15, 2025?</b>	_____	_____
3. Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, <b>Schedule A?</b>	_____	_____
4. If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements as outlined in <b>Schedule B?</b>	_____	<b>Required</b>
5. Did your company complete and provide a <b>Financial Proposal - Schedule C</b> , and submit it electronically? ( <i>Zip Files are not acceptable</i> )	_____	_____
6. Please complete the following:  Total number of employees in your company	_____	
Year your company was incorporated (year founded)	_____	
7. Are you or any Officer, Owner or Partner in this company an employee of Wayne State University, or have you been an employee within the past 24 months? If Yes, explain in Exhibit 1.	___ <b>Yes</b> ___ <b>No</b>	
8. Are any family members of any Officer, Owner or Partner in this company employees of Wayne State University? If Yes, explain in Exhibit 1.	___ <b>Yes</b> ___ <b>No</b>	
9. Did your company provide any exceptions or restricted services as an Exhibit 1?	___ <b>Yes</b> ___ <b>No</b>	
10. For any construction or installation work, did your company quote services at WSU Wage Rates and clearly indicate such in your proposal?	_____	_____

### 11. ADDENDA:

The undersigned affirms that the cost of all work covered by the following Addenda are taken into consideration when providing price and other elements of the vendor's proposal.

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



# WAYNE STATE UNIVERSITY

12. Does your company agree to provide a list of lost accounts during the last 3 years?

\_\_\_\_\_

13. Does your company agree to provide a minimum of 5 references to the University upon request, with specific contact names and phone numbers?

\_\_\_\_\_

14. Does your company agree to comply with the University Smoke and Tobacco Free Policies?

\_\_\_\_\_

15. If awarded an agreement as a result of this RFP, is your company willing to serve as a future reference for the University?

\_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_)\_\_\_\_\_

Email address: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



**WAYNE STATE  
UNIVERSITY**

## **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  
<https://procurement.wayne.edu/driving-directions-to-campus>**



## APPENDIX 2

### New Vendor Set-Up Requirements

If you are a potential new supplier to the University, thank you for your interest in doing business with the Wayne State. The first step will be for you to register on the Wayne State University Supplier/Vendor Registration portal for Businesses and Non-Employee Individual Payees.

If you're an existing supplier to the University, simply disregard the information below.

The supplier database is used for all external payments and to qualify potential U.S. Based suppliers, so these suppliers may be invited to participate in Wayne State University future sourcing/bid selection processes for various products and services. The process should take 15 minutes or less to complete. Before beginning, please have handy a PDF copy of your current W9, insurance certificate (if applicable), and any certifications, such as supplier diversity certifications.

The process is a two-step process. At step one, you'll be asked for your name, company name, and email address. Our system will validate the email domain, and upon validation, will return an email with a separate link to complete the process. You'll navigate through 9 separate screens:

1. Welcome
2. Company or Individual Overview
3. Addresses
4. Contacts
5. Insurance (if applicable)
6. Payment Information
7. Tax Information
8. Conflict of Interest information
9. Certify & Submit

**The link** for Domestic (U.S. Based) vendors to self-register via our new supplier portal found at <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=WayneState>

\*\* Foreign Vendors: Please complete the PDF writable vendor registration form [New Vendor Request - Businesses](#) and email it to [purchasingdocs@wayne.edu](mailto:purchasingdocs@wayne.edu) for registration. Be sure to include the appropriate IRS W-8 \*\*

**Suppliers with a Disability** If you need accessibility assistance or to request our Procurement Personnel to register your company, please contact the Procurement Team at [purchasingdocs@wayne.edu](mailto:purchasingdocs@wayne.edu)



**WAYNE STATE**  
UNIVERSITY

## **APPENDIX 3**

### **WSU WAGE RATES**

**(POSTED SEPARATELY)**

**See web site:**

**<http://go.wayne.edu/bids>**



**WAYNE STATE**  
UNIVERSITY

## **APPENDIX 4**

**DRAWINGS (DOWNLOAD SEPARATELY)**

**See web site:**

**<http://go.wayne.edu/bids>**



**WAYNE STATE**  
UNIVERSITY

## **APPENDIX 5**

### **WAYNE STATE UNIVERSITY STRATEGIC SOURCE AGREEMENT**





# WAYNE STATE UNIVERSITY

## STRATEGIC SOURCE AGREEMENT

This Agreement, effective as of the date of the last signature of the authorized representatives (the "Effective Date"), is made by and between Wayne State University, 5700 Cass Avenue, suite 4200, Detroit, Michigan 48202, a constitutional body corporate of the State of Michigan ("University") and, **(Supplier\_Name)**, **(Supplier\_Address)**, **(Supplier\_City\_State\_Zip)**, ("the Supplier")

**For good and valuable consideration**, the parties agree as follows:

1. **General Purpose:** The general purpose of this Agreement is to engage the services of the Supplier to provide **(Named\_Services)** **(Services)**, per the University Request for Proposal dated **(Quote\_Date)** (the RFP) and the Supplier's response Proposal dated **(Bid\_Date)**, and the Price Schedule attached as Exhibit C. The University has assigned **(Project\_Manager)** as the Contract Administrator. Only contract directives from the University's Procurement and Strategic Sourcing Department or the Contract Administrator shall be accepted by the Supplier. The Procurement contact for this agreement is **Kenneth Doherty**, email; **ken-doherty@wayne.edu**.
2. **General Duties of the Supplier:** The Supplier shall provide the University with **(Named\_Services)** of superior quality, at competitive pricing, as described in the Statement of Work section of the RFP, which is incorporated by reference into this Agreement. The Supplier agrees to perform such professional services with the standard of professional care and skill customarily provided in the performance of such services. The supplier agrees to perform these services to the reasonable satisfaction of the University during the term of this Agreement.
3. **Term:** The contract period shall be for an initial time-period commencing on the date of the last signature of the authorized representatives, and shall continue through **(Contract\_End\_Date)** (the "Initial Term"), with the option to renew for up to two additional one-year periods of Services (each a "Renewal Term" and together with the Initial Term, the "Term"), through **(Extension\_Date)**. Renewal is contingent upon both parties agreeing in writing to do so, based on satisfaction of the price and the Supplier's performance.
4. **The Roles and Responsibilities (Scope of Work):**  
The roles and responsibilities of the Supplier are listed in Exhibit A of this agreement.
5. **Wayne State University Wage Rates:** For construction and construction-like work, Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than WSU Wage Rates, as indicated on our website at: <https://procurement.wayne.edu/vendors/wage-rates>. This includes, but is not limited to new construction, building renovation, and installation of furniture or equipment where a construction trade is used (i.e. installation of audiovisual equipment or furniture requiring electrical or carpentry work). The complete policy regarding WSU Wage Rates can be found at <https://policies.wayne.edu/appm/2-10-prevailing-wage-construction>.
6. **Customer Support:** The Supplier shall have a primary point of contact for the University community. The contact shall be accessible during normal business hours of every business day, 8:00 am to 5:00 pm (Eastern Time).
7. **Business Review Meetings:** In order to maintain the partnership between the University and the Supplier, the University requires regular Business Review meetings. Meetings shall be held on at least an annual basis, or more frequently upon University request. The business review meeting shall include, but not be limited to, the following:
  - Review of Supplier performance as demonstrated in supplier scorecards
  - Review of minimum required reports (see Section 8 below)
  - Review of continuous improvement plans

Frequency of Business Review meetings will be defined at the end of the Initial Term by mutual agreement.

8. **Reports:** The Supplier will submit applicable monthly and quarterly usage reports, in the format specified below, to the Procurement and Strategic Sourcing Department, which details the usage during the reporting period. Reports are to be submitted to **(Project\_Manager)** as listed below:

Monthly and Year-to Date (YTD) reports are required to be received in an excel format, no later than the 6<sup>th</sup> of the month following activity, and must include the following information:

### Reports & Statistics

- Quantity and total value of all product being sold & installed
- Total value of tier 2 purchases obtained from Diverse Businesses (M/W/DBE)
- \_\_\_\_\_
- \_\_\_\_\_

Upon reasonable request, additional ad hoc reports must be prepared and made available to the University.

9. **Purchase Orders:** Orders will be placed for goods, services or projects as the need arises, or will be issued as blanket orders for each individual fiscal year. Each order will be placed on a University Purchase Order generated through our WayneBuy system. All subsequent invoices, packing tickets, and other correspondence related to the individual order are to include the unique PO number.
10. **Invoicing:** Deliveries or services shall be invoiced on an individual basis and shall be due thirty (30) days after University's receipt and approval of invoice. The invoices must reference the PO number and be submitted to the University's Accounts Payable department via email address: **wsuinvoices@wayne.edu**.
11. **ACH Payments:** ACH payments are both faster and less costly for Suppliers and the University. As a result, this is the University's preferred payment method. The Supplier is expected to enroll in the University's ACH program. The ACH payment agreement form can be downloaded at **[https://disbursements.wayne.edu/files/ach\\_payment\\_agreement\\_form.pdf](https://disbursements.wayne.edu/files/ach_payment_agreement_form.pdf)**. The completed form should be digitally signed or signed & scanned, and sent to **vendorach@wayne.edu**.
12. **Tax Exempt:** Wayne State University is a tax-exempt institution. The Supplier shall include in its proposal and make payment of all Federal, State, County and Municipal taxes, including Michigan State Sales and Use Taxes, now in force or which may be enacted during the progress and completion of the work covered. Information regarding the State of Michigan sales and use tax laws related to construction or other similar work can be found in SOM Revenue Administrative Bulletin 2016-18.
13. **eProcurement Requirements:** The University has implemented an eProcurement platform. The Supplier will work in close cooperation with the Procurement Department to adapt to the eProcurement program as required by the University.
14. **Annual Price Increases:** All prices quoted must be firm through September 30, 20\_\_\_. If a price increase is required at the end of periods two or three, the Supplier must have their request in writing to the Commodity Manager no later than July 31 of the preceding term. Price increases must be justified by citing the appropriate market indices. Price increases will be reviewed and either accepted or rejected in writing.
15. **Confidentiality of Information:** The Supplier agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to this Agreement unless the Supplier has received prior written consent of the University to make such disclosure. This obligation of confidentiality does not extend to any information that:
  - a) Was in the possession of the Supplier at the time of disclosure by the University, directly or indirectly;
  - b) Is or has become, through no fault of the Supplier, available to the general public; or
  - c) Is independently developed and hereafter supplied to the Supplier by a third party without restriction on disclosure. The provisions of this Section 14 shall survive expiration and termination of this Agreement.

The Supplier is required to sign the University Confidentiality and Non-Disclosure Agreement. A copy of the Agreement can be found in Exhibit B. If the Supplier is not an individual, the Supplier represents and warrants that it has the authority to bind each of its employees, officers, agents, representatives and consultants to the terms of the Agreement. The Supplier shall be responsible for ensuring such personnel are aware of and comply with all obligations imposed by this Confidentiality and Non-Disclosure Agreement.
16. **Independent Contractor:** The parties expressly acknowledge that the Supplier is an independent contractor. The Supplier is not an agent, partner, or employee of the University. The Supplier shall not have the authority to enter into any contract or agreement to bind the University and shall not represent to anyone that the Supplier has such authority. The Supplier represents and warrants to the University that in performing the Services hereunder, the Supplier will not be in breach of any agreement with a third party. The Supplier declares that it is not a Legislator, elected or appointed officer, or that its firm is not owned or controlled by any Legislator, elected or appointed officer, compensated or uncompensated, member of a State board or commission, or other employee of the State of Michigan (including an employee, officer, or official of Wayne State University). The Supplier agrees that he/she is subject to the University's regulations, laws of the United States and of the State of Michigan, and that, in the event of violation of these, or behavior that is considered to be detrimental to the University or its students, faculty or staff; the University shall have the right to terminate the agreement without prior notice.
17. **Property Rights and Reports:** The Supplier agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, improvements, or other products developed by the Supplier solely, or with others, resulting from the performance of this Agreement are the property of the University, and the Supplier assigns all rights therein to the University. The Supplier further agrees to provide the University with any assistance which the University may require to obtain patents or

copyright registrations, including the execution of any documents submitted by the University. This provision shall survive expiration and termination of this Agreement.

18. **Indemnification and Hold Harmless:** The **Supplier** agrees that any personal injury to the Supplier or third parties or any property damage incurred in the course of performance of this Agreement that are not the result of any act or omission on the part of the University shall be the responsibility of the Supplier. The Supplier agrees to indemnify, defend, and hold harmless the University, its governing board, officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorneys' fees, whether for personal injury or property damage, infringement of any third party intellectual property right, or any other claim, which may arise out of the Supplier's performance of this Agreement whether caused in whole or in part by the Supplier or anyone for whom the Supplier is responsible, regardless of whether or not it is caused in part by the University.
  19. **Non-Discrimination:** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, creed, color, national origin, age, religion, sex, sexual orientation, marital status or handicap protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. The **Supplier** certifies that they will conform to the provisions of the Federal Civil Rights Action of 1964, as amended. Information on the Civil Rights Act can be found at <http://www.eeoc.gov/laws/statutes/titlevii.cfm>
  20. **Civil Rights Requirements:** The **Supplier** must be in compliance with the directives of the Michigan Department of Civil Rights. The Department of Civil Rights web address is <http://www.michigan.gov/mdcs/0,1607,7-147-6881---,00.html>
  21. **Immigration Reform and Control Act of 1986:** The **Supplier** certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
  22. **Debarment Status:** The **Supplier** certifies that they are not currently debarred from submitting bids on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts. The University's Department Policy can be found at <https://policies.wayne.edu/appm/2-8-debarment-policy-on-non-responsible-vendor-in-procurement-transactions>. State of Michigan information on Debarment can be found at <http://www.michigan.gov/buymichiganfirst/0,1607,7-225-48677-20042--,00.html>. The Federal Debarred Vendor List (Excluded Parties List System) and related links searched at <https://www.dol.gov/agencies/ofccp/debarred-list>
  23. **Supplier Liability:** The **Supplier** will be liable for any associated costs of repairs for damage to buildings or other UNIVERSITY property caused by the negligence of the Supplier's employees.
  24. **Early Termination by the University:** The UNIVERSITY shall have the right to terminate the contract with the **Supplier** without penalty after the UNIVERSITY'S thirty (30) days written notice of termination to the **Supplier** under the following circumstances:
    1. **Default of Supplier**

It shall be considered a default whenever the **Supplier** shall:

      - a. Disregard or violate material provisions of the contract documents or UNIVERSITY instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.
      - b. Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.
    2. **Convenience of the UNIVERSITY**

When termination of the contract is determined to be in the best interest of the University for serving it's community, and its students, faculty, and staff.
- Note:** Any contract cancellation notice shall not relieve the SUPPLIER of the obligation to deliver and/or perform prior to the effective date of cancellation.
25. **Cancellation of Contract by the Supplier:** The Supplier must provide a minimum of ninety (90) days written notice of cancellation of contract to the UNIVERSITY regardless of the reason for said termination. Such notification must be sent to:

Kenneth Doherty, Associate Vice President  
Procurement & Business Services  
Wayne State University  
**RFP: Bookstore Operations**  
5700 Cass Avenue, Suite 4200, AAB

Detroit, MI 48202

26. **Notice:** Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by registered or certified mail addressed as follows:

To the University:  
**Wayne State University**  
Kenneth Doherty, Associate VP  
Procurement & Strategic Sourcing  
5700 Cass Avenue, Suite 4200  
Detroit, MI, 48202

To the Supplier:  
**(Supplier\_Name)**  
**(Supplier Representative)**  
**(Representative Title)**  
**(Supplier\_Address), (Supplier\_City\_State\_Zip)**

The above notification addresses as may be modified by either party during the agreement, only by written notice. All such notices shall be effective only when received by the addressee.

27. **Entire Agreement:** This Agreement and its exhibits, along with the RFP dated **(Quote\_Date)** and the Supplier's Proposal dated **(Bid\_Date)** (and its attachments, if any), and subsequent clarifications and addenda, constitute the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a written agreement signed by the Supplier and an authorized representative of the University. The terms of this Agreement shall prevail over any conflicting terms of the RFP and Supplier's Proposal to the extent that there is a conflict. Said terms govern and supersede the standard terms and conditions of individual Purchase Orders, regardless of whether said Purchase Orders specifically reference back to this Agreement.
28. **Modification of Service:** The UNIVERSITY reserves the right to modify the services during the course of the contract, with concurrence of the **Supplier**. Any changes in pricing and rates proposed by the **Supplier** resulting from such changes are subject to acceptance by the UNIVERSITY.
- In the event prices and rates cannot be negotiated to the satisfaction of both parties, the contract may be subject to cancellation and competitive bidding based upon the new specifications.
29. **Severability:** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
30. **Governing Law and Compliance:** This Agreement shall be governed by and construed under the laws of the State of Michigan, without regard to its choice of law rules. Any lawsuits arising from or incident to this Agreement shall be brought in the Michigan Court of Claims. Each party will be individually responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this Agreement.
31. **Non-Waiver:** The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
32. **Non-Assignment:** The agreement shall be between the UNIVERSITY and the **Supplier**, and the **Supplier** shall neither assign nor delegate the agreement, its rights or obligations, or any of its terms without the express written permission of the UNIVERSITY.
33. **Authority:** The parties warrant that they have the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which they are parties.
34. **Non-Exclusivity:** This Agreement does not create an exclusive relationship between Wayne State University and the Supplier. The University reserves the right to use other service providers, in the event it is determined to be in the best interest of the University, its employees, students, or staff.
35. **Credit References:** From time to time, the University is asked to provide credit and business references to potential new Suppliers. Company agrees that it will serve as a Credit Reference for the University with respect to the amount and timeliness of payments.
36. **Financial Reports:** Upon University request, the Supplier must provide publicly distributed annual reports and/or independently audited financial statements including its statement of financial position, statement of operations, and statement of cash flows.
37. **Right to Audit:** Supplier must further agree to permit the UNIVERSITY, upon request, to audit SUPPLIER's books, but only as it relates to the Wayne State University account, including invoicing, operational, and technology controls (when applicable). The University is limited to 1 request per calendar year of this agreement.

### 38. Insurance:

#### INSURANCE REQUIREMENTS (Rev 2-2015)

The Supplier, 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

###### Type of Insurance

###### Minimum Requirement

- |                                                                                                                          |                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| 1. Commercial General Liability (CGL)<br>CGL insurance should be written on ISO form CG 00 01 (or equivalent substitute) | \$1,000,000 combined single limit<br>\$2,000,000 annual aggregate                                                                |
| Contracts valued at \$100,000 per year or more                                                                           | Umbrella Liability per occurrence and in the annual aggregate of \$5,000,000.                                                    |
| 2. Commercial Automobile Liability<br>(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<br>(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

###### Type of Insurance

###### Deductible

Comprehensive General Liability	\$5,000
Comprehensive 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: personal injury, property damage, 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, on any of Supplier's or its subcontractors' insurance policies.
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.



IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on **(Contract\_Date)**.

**Wayne State University**

Signature: \_\_\_\_\_

Name: Kenneth Doherty, CPSM

Title: Associate Vice President – Procurement

Date: \_\_\_\_\_

Phone: 313-577-3756

email: ac0578@wayne.edu

**(Supplier Name)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

email: \_\_\_\_\_

**Wayne State University**

Signature: \_\_\_\_\_

Name: Bethany Gielczyk

Title: Senior Vice President, Business Affairs; Chief Financial Officer, Treasurer

Date: \_\_\_\_\_

Phone: 313-577-5426

email: BGielczyk@wayne.edu

**EXHIBIT A**  
**Roles & Responsibilities**

The roles and responsibilities of the Supplier are listed below.  
*(Scope\_of\_Work)*

Sample





## EXHIBIT B

### Confidentiality and Non-Disclosure Agreement

Wayne State University, hereafter referred to as "University", has contracted with **(Supplier Name)**, hereafter referred to as "The Supplier" to supply **(Named Services)** and related services to the University as defined in and pursuant to the Strategic Source Agreement ("Agreement") between the parties. As part of this Agreement, the undersigned agrees to the terms of this Confidentiality and Non-Disclosure Agreement (the "NDA") as follows:

1) Confidential Information

For the purposes of this NDA the term "Confidential Information" shall mean any non-public, proprietary or confidential information received by the Supplier, from the University, in the course of providing services as described above, including but not limited to:

- (i) any and all technical and business information of the University and
- (ii) information from third parties related to health care services and research; provided, however, that Confidential Information does not include any information that:
  - (a) was in the possession of the Supplier at the time of disclosure by the University, directly or indirectly,
  - (b) is or has become, through no fault of the Supplier, available to the general public or
  - (c) is independently developed and hereafter supplied to the Supplier by a third party without restriction on disclosure.

2) Use of Information

The undersigned hereby agrees not to use Confidential Information for any purpose except in the performance of services as described above.

3) Reproduction of Materials

The undersigned will not retain or transfer any programming, documentation, or any other University controlled or provided software or other materials. No such materials may be copied or reproduced without the University's express prior written consent, and any copies made shall become the property of the University.

4) Confidentiality

The undersigned agrees to maintain the confidentiality of the Confidential Information, programs, documentation, and any related materials. The undersigned will not share any information regarding the Confidential Information, programs, documentation, and any related materials with any third party, subcontractor, or independent vendor unless expressly given permission in writing by an authorized University official.

5) No Waiver

Nothing in this NDA shall be construed to limit or otherwise reduce the University's rights to enforce its terms. No delay or forbearance by the University in enforcing any rights set forth in this NDA shall be construed to operate as a waiver of such rights.

6) Supplier Employees and Agents

The Supplier represents and warrants that it has the authority to bind each of its employees, officers, agents, representatives and consultants to the terms of the Agreement. The Supplier shall be responsible for ensuring such personnel are aware of and comply with all obligations imposed by this NDA.

7) Breach of Contract

Any breach of this NDA by the Supplier and/or any of its officers, agents, employees, representatives and/or consultants shall be considered a material breach of the Service Provider Agreement or individual Purchase Order. The Supplier and each of its officers, agents, employees, representatives and/or consultants shall be both jointly and individually liable to the University for any Damages as a result of any breach of this NDA.

The Supplier acknowledges and agrees that a breach of this NDA may cause continuing and irreparable injury to the University as a direct result of any such violation, for which the remedies at law may be inadequate, and that the University shall therefore be entitled, in the event of any actual or threatened violation of the NDA by the Supplier, and in addition to any other remedies available to it, to a temporary restraining order and to injunctive relief against the Supplier or the undersigned to prevent any violations thereof, and to any other appropriate equitable relief.

8) Governing Law, Modification

This NDA shall be governed by and construed under the laws (other than the choice or conflict of law provisions) of the State of Michigan. Any legal action arising out of or relating to this NDA shall be brought in the Michigan Court of Claims. The provisions of this NDA may not be amended except in a writing signed on behalf of each party.

The undersigned agrees to the specific terms expressed in this NDA.

\_\_\_\_\_  
Name

\_\_\_\_\_  
( )  
Telephone

\_\_\_\_\_  
Title

\_\_\_\_\_  
**(Supplier Name)**  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



WAYNE STATE  
UNIVERSITY

## EXHIBIT C

### Price or Rate Structure

Sample

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