

Division of Finance and Business Operations

Request for Proposal

and Specifications for

Campus Access & Security Systems Replacement Project Consulting Services Re-Bid

No part of this publication may be reproduced, transmitted, transcribed, stored in a retrieval system, or translated into any language in any form by any means without the written permission of Wayne State University

Wayne State University Procurement & Strategic Sourcing

January 6, 2023



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

Division of Finance and Business Operations

January 6, 2023

Dear Vendors:

Wayne State University invites you to participate in its Request for Proposal process to provide **Campus Access & Security Systems Replacement Project Consulting Services Re-Bid**, per the specifications contained herein the Request for Proposal. This service is expected to commence on **February 13, 2023**.

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 January 6, 2023. 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. If you are interested in participating in this process, please complete the WSU online registration form, to indicate your attendance at our Optional Pre-proposal meeting and your intent to submit a proposal for the services listed. The link for the registration form will be posted with the proposal details at http://go.wayne.edu/bids.

To participate, it is **Optional** 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: Virtual. The meeting will be held on **January 12, 2023, 1:00 pm (Eastern - Detroit Time).**

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 <u>Click here to join the meeting</u>

Optionally - Dial in at +1 313-261-5339 Conference ID: 417 513 446#

When Pre-proposal Meetings are **Optional**, a "Secret Word" will be provided at the conclusion of the meeting. In our scorecard process, nominal points will be awarded for attendance. This information will not appear in the minutes or subsequent clarifications.

We hope to see you at the **Optional** pre-proposal meeting. Please bring a copy of this Request for Proposal for your reference during the meeting. Should you have any questions or concerns about this invitation, please contact me at **(313) 577–3757**, or email: **Rfpteam1@wayne.edu**. Thank you for your interest in doing business with Wayne State University.

Sincerely,

Kimberly Tomaszewski Senior Buyer

Enclosure

RFP: Campus Access & Security Systems Replacement Project Consulting Re-Bid for the Finance and Business Operations

			Page No.(s)
I.	<u>Introd</u>	uction	1
П.	Inform	nation for VENDOR	1
	Α.	General	2
	В.	Calendar of Events	2
	C.	Optional Pre-Proposal Meeting	2
	D.	Examination of the Request for Proposal	2
	Ε.	Delivery of Proposals	3
	F.	Proposal Format	3
	G.	Proposal Evaluation	4
	Η.	VENDOR Profile, Experience, References and Lost Accounts	4
	I.	VENDOR Service Plan	5
III.	<u>Scope</u>	e of Work and Project Requirements	6
IV.	<u>Gener</u>	al Requirements and Guidelines	7

UNIVERSITY PROVIDED SCHEDULES

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

VENDOR CREATED EXHIBITS - TO BE SUBMITTED WITH VENDOR PROPOSAL

VENDOR Exhibit 1	Exceptions / Restricted Services
VENDOR Exhibit 2	Profile/Experience/References
VENDOR Exhibit 3	Service Plan
VENDOR Exhibit 4	Sample Management Reports

APPENDICES

Appendix 1	Wayne State University Map – (see website: http://campusmap.wayne.edu)
Appendix 2	New Vendor Set-Up Requirements
Appendix 3	Current State Documents
Appendix 4	Project Charter
Appendix 5	Sample Strategic Source Agreement



I. INTRODUCTION

- A. Wayne State University is a premier public, urban research university located in Midtown Detroit. Founded in 1868, Wayne State pursues scholarship at the highest levels and serves a diverse body of nearly 25,000 students through a broad array of nearly 350 academic programs. It is one of only ten public urban universities in the United States to have received the highest Carnegie Foundation rating for both research intensiveness and community engagement. Since its inception, faculty and staff have provided a high-quality educational experience for hundreds of thousands of students, who have gone on to make outstanding contributions as corporate CEOs, government leaders, judges, teachers, policy makers, university presidents, astronauts, scientists, physicians and more. (http://wayne.edu/about/facts/).
- B. Procurement & Strategic Sourcing is soliciting proposals from qualified professional organizations, hereafter referred to as VENDOR(s), who specialize in providing Campus Access & Security Systems Replacement Project Consulting Services Re-Bid of superior quality, at competitive pricing, as described in the Statement of Work section of the Request for Proposal (RFP). Services will commence approximately February 13, 2023.

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 Kimberly Tomaszewski, Senior Buyer, Email; Rfpteam1@wayne.edu. The deadline for questions is January 18, 2023, 12:00 noon. 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. <u>General</u>

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. <u>Calendar of Events</u>

Activity

Responsibility

Date

Formal Release of RFP

Procurement

January 6, 2023



Optional Pre-Proposal meeting	Procurement /Evaluation Team (ET)/VENDORS	January 12, 2023 1:00 pm
Questions due to Procurement & Strategic Sourcing	VENDORS	January 18, 2023 - 12 Noon
Delivery of Proposals are by electronic submission on January 27, 2023. The link for bid submission will be posted with the bid details at http://go.wayne.edu/bids.	VENDORS	January 27, 2023 by 2:00 p.m.
Evaluation of Proposals (clarifications & negotiations)	Procurement / E	Week of January 30, 2023
Announcement of Selected VENDOR	Procurement	Week of February 10, 2023
Readiness for Service/Contract Commencement	VENDORS	Week of February 13, 2023

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. Optional Pre-Proposal Meeting

You may attend an **Optional Pre-Proposal Meeting on** as a condition for submitting a proposal. For this RFP, the University offers the following Pre-Proposal Options: **Virtual**

Pre-registration for the meeting is to be made on or before Noon on, **January 11, 2023.** Please use our online registration form to confirm your attendance. The link for the registration form will be posted with the proposal details at (<u>http://go.wayne.edu/bids</u>). The meeting will be held on **January 12, 2023, 1:00 pm (Eastern - Detroit Time).**

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 the meeting

Optionally - Dial in at +1 313-261-5339 Conference ID: 417 513 446#

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.

When Pre-proposal Meetings are **Optional**, a "Secret Word" will be provided at the conclusion of the meeting. In our scorecard process, nominal points will be awarded for attendance. This information will not appear in the minutes or subsequent clarifications.

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.

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. <u>Delivery of Proposals</u>

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 January 6, 2023.

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 autoreply 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.: Kimberly Tomaszewski, Senior Buyer Wayne State University RFP: Campus Access & Security Systems Replacement Project Consulting Re-Bid

The link for bid submission will be posted with the bid details at http://go.wayne.edu/bids beginning January 6, 2023.

Deadline for receipt of proposals by Procurement & Strategic Sourcing is, **January 27, 2023 by 2:00 p.m. (local time). 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 **25 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 in notebook form 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 RequirementsSchedule 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 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).

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 Purchasing and **Finance and Business Operations**. A preliminary screening will be used to identify competitive VENDORS who have met the mandatory requirements. Procurement & Strategic Sourcing may 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 February 13, 2023.

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 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: Campus Access & Security Systems Replacement Project Consulting Re-Bid** Procurement & Strategic Sourcing 5700 Cass Avenue, 4th Floor - Suite 4200 AAB Detroit, MI 48202

VENDORS must include a self-addressed envelope marked "Confidential" with their financial statement. Statements will be returned upon completion of any University review.

2. Experience

VENDORS are to state in their proposals their qualifications to meet the RFP specifications in terms of past and current consulting 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.

3. <u>References</u>

Upon request, **VENDOR must agree to provide** a minimum of **three (3) qualified references**. Requests for references will come from **Kimberly Tomaszewski**, **Senior Buyer**, 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. "Significant" for this purpose shall be construed to mean accounts representing billings by the VENDOR in the range of **\$25,000.00** or more each year. 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.

I. VENDOR Service Plan

Vendors should include a complete description of the products and services offered in their Proposal. The Service Plan should include, but not be limit to:

- 1. A summary of the services to be provided.
- 2. When applicable, a timeline showing how the Vendor plans to deliver services to fulfill any contract issued as a result of this RFP.
- 3. Key staff members at the Vendors organization that will be assigned to the University account or will otherwise be part of an implementation team.
- 4. Any resource requirements on the part of the University necessary in order for the Vendor to meet its obligations under an agreement resulting from this RFP.
- 5. Any hardware, software, or other technology the University must have in order to use the Vendors products or services.
- 6. Any alternative ideas or proposals that should be considered by the University in addition to the base proposal.



III. SCOPE OF WORK AND PROJECT REQUIREMENTS

A. Project Requirements and Specifications:

Wayne State University is in the process of evaluating its campus card access and security systems on its main and medical campuses.

Stakeholders from Computing & Information Systems (C&IT), Facilities Planning & Management (FP&M), Housing, Procurement, Public Safety, OneCard, and other units will support the implementation of any recommended solution, however a subject matter expert with experience creating the Request for Proposal(s), selecting the vendor(s), and implementing the solution, are critical to the timely successful completion of this project.

The primary consulting services required at this time include the following:

Focus: Create a detailed campus card access and security design with recommendations that:

- Reduces the total number of disparate campus card, key, access and security systems
- Streamlines student, faculty, staff and guest onboarding and offboarding
- · Creates a more inviting campus for our students, faculty, staff and guests
- Replaces brass keyways with auditable and modern keyless technology
- Improve public safety and "lockdown" capabilities
- Embraces new and emerging technologies
- · Allows the campus to track and manage access and attendance to events
- Creates seamless integration with campus ERP, self-service portals, housing, payment systems, parking, IDM, point-of-sale and vending systems

Scope of Work for this engagement

- Perform an initial project review with steering committee
- Perform a detailed onsite audit of all existing card, key, access and security systems on campus
- Perform detailed stakeholder interviews with key campus staff
- Identify opportunities for innovation and digital transformation
- Prepare and present findings to stakeholders during a ½ full day onsite presentation that outlines current state and future state opportunities
- Develop and present multiple detailed system design potentials that align with available marketplace solution(s)
- Identify potential technologies and vendors for 1st phase of project, development and release of the RFP

Please Note:

- Vendors who submit responses to this design RFP are ineligible to submit responses during the implementation phase RFP (Phase 1). This includes Onsite Assessment, Recommendations, and Design Blueprint.
- Vendors who submit responses to this design RFP are required to have no financial agreements related to the vendors recommended in their findings. Other types of agreements and partnerships with

The schedule for this project will begin February 13, 2023, with a goal of issuing a Request for Proposal(s) for the recommended systems architecture design in July 2023. It is recognized that the University may take several years to achieve full implementation of any solution, for both logistical and financial reasons. The following is an overview of what's entailed in Phases 1 and 2:





Proposal to include:

- 1. A statement outlining your company's approach for this significant project. Please be very specific and include estimated effort (rate and quantity of billable hours).
- 2. Discussion of the key issues of this consulting engagement.
- 3. Identify the key proposed team members for this project and include a statement detailing their unique qualifications for the scope of consulting services. Full Biographies will be appropriate.
- 4. Include a list of Universities and other Companies your company and the individuals being proposed have consulting experience with on similar projects.
- 5. Description of your implementation strategy, process and process mapping.

B. Level of Effort Work Plan

The level of effort plan is divided into 2 tabs, and 3 sections in the second tab:

- 1. Tab 1 provides a summary of proposed costs for the Phase 1 Assessment Services, Phase 2 RFP Development, and Phase 3 RFP Implementation (release, proposal receipt, evaluation, negotiations). This tab will read subtotals from Tab 2.
- 2. Tab 2 provides for the identification of the individuals from your firm that will be engaged in the project, along with their billing rate, estimated time on the project, and estimated total fee. Vendors are to identify key persons for each phase.

List the title, billing rate and hours your company proposes for each individual during each phase of the project. Please note, Phase 2 and Phase 3 are optional, and the University may or may not utilize these services.

IV. GENERAL REQUIREMENTS AND GUIDELINES

A. <u>Terms and Conditions</u>

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

VENDOR is to quote the products and services in accordance with specifications set forth in this Request for Proposal. Prices and other requested data must be stated on or in the exact format of **Cost Schedule C.** Vendors must not modify the format of any Price Schedule or to alter its functionality.

Please Note: You must respond using Schedule C. Failure to do so may result in disqualification of your Proposal. VENDOR shall be responsible for all errors and omissions.

A copy of Cost Schedule C is to be provided in Excel format with your electronic submission. The paper copy will govern if any discrepancies exist between the paper copy and electronic version.

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 constructionlike 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 provide Certificates of Insurance or other evidence that insurance is in place. 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. <u>Minority, Woman and Disabled Veteran Owned Business Enterprises</u> (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 MW/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 Campus Access & Security Systems Replacement Project Consulting Re-Bid 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.do c.

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 tobaccofree 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 RFP: Campus Access & Security Systems Replacement Project Consulting Re-Bid and any Amendments, Thereto

Dated: January 6, 2023

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 **January 6**, 2023, except as noted in Exhibit 1, the "Restricted Services/Exceptions to RFP" section of the Proposal. If there are no modifications, deviations or exceptions, indicate "None" in the box below:

NONE – There are no exceptions to the University's requirements or terms

.

YES – Exceptions exist as shown in Exhibit 1, Restricted Services.



NON-COLLUSION AFFIDAVIT

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

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

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

CONFLICT OF INTEREST

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

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

Company Name:				
Address:			_	
Telephone:	(_)		
Email address:				
Submitted by:				
Signature			_	
		(Title)		(Date)

Schedule B Insurance Requirements (Rev 2-2015)

For this project, Insurance is Required

, 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:

Type of Insurance

General Requirements

Commercial General Liability (CGL) CGL insurance should be written on ISO form CG 00 01 (or equivalent substitute)

Contracts valued at \$100,000 per year or more

- 2. Commercial Automobile Liability (including hired and non-owned vehicles)
- 3. Workers' Compensation (Employers' Liability)

\$1,000,000 combined single limit \$2,000,000 annual aggregate

Minimum Requirement

Umbrella Liability per occurrence and in the annual aggregate of \$5,000,000.

\$1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate.

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

Commercial General Liability Commercial Automobile Liability Workers' Compensation Property - All Risk <u>Deductible</u>

0 0 \$1,000

\$5,000

<u>Coverage</u>

- 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 Office of Risk Management 5700 Cass Avenue, Suite 4622 AAB Detroit, MI 48202

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

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

	ER	TIF	ICATE OF LIA	BILITY INS	URANC	E	DATE (M	M/DDMMM)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVEL SURA ND T	Y OR NCE HE C	NEGATIVELY AMEND, DOES NOT CONSTITU ERTIFICATE HOLDER.	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED E THE ISSUING INSURER	BY THE (S), AUT	POLICIES
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	, cer	tain p	olicies may require an e					
RODUCER				CONTACT NAME:				
				PHONE (A/C. No. Ext):		FAX (A/C, Not:		
				E-MAIL ADDRESS:	7	1906 190		
						ING COVERAGE		NAIC #
				INSURER A:	Soncerto, Arron	CHIO COVERIAGE		
SURED				INSURER B:)			
				INSURER C :				
				INSURER D :				
				INSURER E :				
		1		INSURER F :				
OVERAGES CER	TIE	CATE	NUMBER:	and the second s		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES		-		VE BEEN ISSUED TO			HE POLIC	Y PERIOD
INDICATED. NOTWITHSTANDING ANY RE	QUI	REME	NT, TERM OR CONDITION	OF ANY CONTRACT	OR OTHER	DOCUMENT WITH RESPE	CT TO W	HICH THIS
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH							O ALL TH	IE TERMS,
R TYPE OF INSURANCE	ADDL	SUBR			POLICY EXP (MM/DD/YYYY)			
COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER	(MM/DD//////)	(MMUDD/YYYY)			
	-		-WSU Requires Th	is		EACH OCCURRENCE DAMAGE TO RENTED	\$	
CLAIMS-MADE OCCUR			· · ·	<u> </u>		PREMISES (Ea occurrence)	\$	
┣-┥────						MED EXP (Any one person)	\$	
	Y					PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER: PRO-						GENERAL AGGREGATE	\$ \$2,0	00,000
POLICY JECT LOC						PRODUCTS - COMP/OP AGG	\$	
OTHER:	<u> </u>					COMBINED SINGLE LIMIT	\$	
AUTOMOBILE LIABILITY						(Ea accident)		00,000
			WSU Requires TI	his		BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS NON-OWNED	Y					BODILY INJURY (Per accident)	\$	
HIRED AUTOS AUTOS	1.					(Per accident)	\$	
	<u> </u>						\$	
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
DED RETENTION \$	<u> </u>					PER V OTH-	5	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						STATUTE X ER	State o	of Michigan
ANY PROPRIETOR/PARTNER/EXECUTIVE	NUA		WSU Requires Th	nis		E.L. EACH ACCIDENT	\$	
(Mandatory In NH) If yes, describe under	1					E.L. DISEASE - EA EMPLOYEE	\$	
DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
	LES (ACORE	0 101, Additional Remarks Sohed	ule, may be attached if mo	re space is requi	(ber		
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	Nou	no C	tata University shall I	he named as as	additional	neured but only		
	vav			se nameu as an	additional I	nsured, but only		
The Board of Governors of \		out	or salu contract					
The Board of Governors of \								
The Board of Governors of \								
The Board of Governors of \								
The Board of Governors of with respect to accidents ari				CANCELLATION				
The Board of Governors of with respect to accidents ari								
				SHOULD ANY OF	THE ABOVE D			
The Board of Governors of V with respect to accidents ari	sing	t &		SHOULD ANY OF	THE ABOVE D	EREOF, NOTICE WILL I		
The Board of Governors of V with respect to accidents ari CERTIFICATE HOLDER Wayne State University Enterprise Risk Manager	sing	t &		SHOULD ANY OF THE EXPIRATIO	THE ABOVE D	EREOF, NOTICE WILL I		
The Board of Governors of V with respect to accidents ari CERTIFICATE HOLDER Wayne State University Enterprise Risk Manager Insurance Programs	men		AB	SHOULD ANY OF THE EXPIRATIO	THE ABOVE D N DATE THI ITH THE POLIC	EREOF, NOTICE WILL I		
The Board of Governors of V with respect to accidents ari CERTIFICATE HOLDER Wayne State University Enterprise Risk Manager Insurance Programs 5700 Cass Avenue, Suit	men		AB	SHOULD ANY OF THE EXPIRATION ACCORDANCE WI	THE ABOVE D N DATE THI ITH THE POLIC	EREOF, NOTICE WILL I		
The Board of Governors of V with respect to accidents ari CERTIFICATE HOLDER Wayne State University Enterprise Risk Manager Insurance Programs	men		AB	SHOULD ANY OF THE EXPIRATION ACCORDANCE WI	THE ABOVE D N DATE THI ITH THE POLIC	EREOF, NOTICE WILL I		
The Board of Governors of V with respect to accidents ari EERTIFICATE HOLDER Wayne State University Enterprise Risk Manager Insurance Programs 5700 Cass Avenue, Suit	men		AB	SHOULD ANY OF THE EXPIRATION ACCORDANCE WI	THE ABOVE D N DATE THI ITH THE POLIC	EREOF, NOTICE WILL I	BE DELI	VERED IN



Schedule C

(Cost Schedule; Compensation and Fees)

See website:

http://go.wayne.edu/bids



SCHEDULE D - SUMMARY QUESTIONNAIRE

		YES	ALTERNATIVE
1.	Can your company commence on or before February 13 , 2023 and be completed by July 31, 2023 ?		
2.	Did you attend the Optional Pre-Proposal meeting on January 12, 2023?		
3.	If the meeting was Optional , what was the Attendance "secret word" provided to confirm attendance?		
4.	Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, Schedule A ?		
5.	If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements as outlined in Schedule B?		Required
6.	Did your company complete and provide the Summary Price Schedule C , and submit it electronically? <i>(Zip Files are not acceptable)</i>		
7.	Did your company complete and submit Vendor Set-Up Documents as listed in Appendix 2?		
8.	Please complete the following:		
	Total number of employees in your company		
	Total years in business under this company name		
9.	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.	Yes No	
10.	Are any family members of any Officer, Owner or Partner in this company employees of Wayne State University? If Yes, explain in Exhibit 1.	Yes No	
11.	Did your company provide a "Restricted Services" exhibit, Exhibit 1?	Yes No	
12.	Does your company agree to provide a minimum of 3 references to the University upon request, with specific contact names and phone numbers?		
13.	Does your company agree to provide a list of lost accounts in excess of \$25,000, if any?		
14.	For any construction or installation work, did your company quote services at WSU Wage Rates and clearly indicate such in your proposal?		
15.	If awarded an agreement as a result of this RFP, is your company willing to serve as a future credit reference for the University?		
16.	Does your company agree to comply with the University Smoke and Tobacco Free Policies?		



17. 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.

Addend	um No	Date		Addendum No.	Date
Addend	um No	Date		Addendum No.	Date
Addend	um No	Date		Addendum No	Date
Addend	um No	Date		Addendum No	Date
Addend	um No	Date		Addendum No	Date
Company Nam	ne:				
Address:					
Telephone:	()		
Email address:	:				
Submitted by:					
Signature					
			(Title)		(Date)



(Wayne State University Campus Map)

See web site:

http://campusmap.wayne.edu/

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



Supplier Set-Up Forms

If you are responding to this RFP, the University requires updated information to be sent to our Vendor Management Team. Please have someone at your company provide a completed W9 and a completed Wayne State New Vendor Set-Up. Links to the W9 and New Vendor Set-Up forms are as follows:

New Vendor Request – Businesses Form

<u>W9 – Link to the IRS Form</u>

Both Forms are PDF Writable, so they can be completed online. The Vendor Set-up can be electronically signed with a PDF signature or can be printed and signed pen & ink. The IRS form can only be signed pen & ink.

Both should be submitted electronically to purchasingdocs@wayne.edu. Do not send these forms to the Buyer.



CAMPUS CARD ACCESS & SECURITY SYSTEMS REPLACEMENT PROJECT CURRENT STATE DOCUMENTATION



Use of the OneCard:

The OneCard is a student's key to campus services. It is a multipurpose identification card which provides card holders with a debit account. Students can add money online or in person at OneCard deposit machines and can upload a OneCard photo for their OneCard. The OneCard can be used for a variety of purposes on campus including identification verification for exams, parking access/debit entries, secure door access into buildings, classrooms, residence halls, athletic events and the campus rec center and the lab coat vending machine. It can also be used at vending machines, student printers, purchases at on-campus and off-campus food locations including on the GrubHub app, to check out resources at the library and make purchases at the campus bookstore. Meal plans and Warrior Dollars are also added to OneCards to be used at dining halls and campus dining retail locations. iPad readers are also used as point-of-sale devices and are used to verify student/staff status to be able to use equipment or rooms. Student photos, once uploaded into CS Gold, are exported to ODS, C&IT's data storage system, for use by other campus systems such as STARS, The Housing Director and WSU Find People. Barcodes on the cards are used at the University Libraries and used in the laptop rental program.

CS Gold Access System:

CS Gold is the system used by the OneCard Office to store and track information related to Door Access mainly for interior doors in buildings (with a few exceptions that include Residence Halls, the Student Center and the 24 area of the library). Departments are able to assign door administrators for their areas who manage the specific door access readers and who perform regular audits. If a OneCard needs to be replaced the access is automatically transferred to the new card issued by the OneCard office. OneCards have a 3 track magstripe as well as an AptiQ MiFare Desfire EV1 chip and a barcode. The Barcode is used by the library. All CS Gold related information including door access, parking access, meal plans, Warrior Dollars and OneCard dollars is recorded in track 2 of the magnetic stripe of a person's card and the EV1 chip. Most exterior building door access (minus the noted exceptions), and some occasional interior access, is encoded separately by Campus Police on Track 3 of the magstripe. If a person gets a new card, they must go to Campus Police to get the new card re-encoded.

The Towers Residential Suites has an additional access system called Onity that is also programmed onto OneCards on Track 3. This causes problems with people who need Public Safety access. Additionally, there are readers on-campus that are stand-alone and managed by departments such as the law school. These readers use the C-Cure system which is not connected to the OneCard or Public Safety access systems. C-cure is used at the medical school in approx. 40 classrooms to track attendance only and at their fitness center for secure door access. The medical school also has additional stand-alone readers installed by the lock shop that are programmed for access locally and use key codes for entry. There are a few of these types of readers sprinkled in various locations across campus.

CS Gold has the ability to set and monitor alarms, but we currently do not do this. We always have installers add the necessary door contacts in case we wanted to do it in the future. It is also setup to send emergency notifications. Currently this is only used by Housing to notify staff about students in distress.

Housing CS Gold & OneCard access is recorded in track 2 of the magnetic stripe on the person's card and the EV1 chip as noted above. At the beginning of each semester, a file of all OneCard student ID numbers and their corresponding building and door access are sent to IT and uploaded into CS Gold. Pin numbers for individual door access are also added to student accounts and then given to students upon move in. After the initial move in, students are responsible for managing or changing their pin number. Pin numbers can be changed by the students directly online. Changes or removal of housing access are entered manually in CS Gold by Housing staff throughout the semester and at the end of the semester or academic year as people move out.

Parking Access is sold in Flex (T2's parking software) and a flat file is sent to CS Gold so that the RFID tag and the access locations can be added to a person's account to allow them to park. There are two different readers at each parking gate; one for access (assigned parking sold via payroll deduction or by the semester) and one for OneCard debit transactions. Both readers have direct communication to CS Gold. The access reader is a traditional door access reader which gives access based on expiration dates, while the debit reader is programmed to work as a meal plan with a set transaction amount. There are different plans/transaction amounts and parking locations for students, employees, and guests. There



is also a Transcore RFID reader at each gate that will read the RFID hangtag of a person who has parking access. The OneCard is linked to the RFID tag through the person's OneCard profile so that they can only use one or the other and not have more than one vehicle in the lot or structure at a time. Antipassback rules have been incorporated into the CS Gold programming so that you cannot parking multiple vehicles at once using the same pass. The pass must be used in sequence with an approved entry and exit prior to another vehicle entering using a singular pass.

Meal plans are sold in Campus Dish or through a student's initial housing application. The meal plan information is then entered into The Housing Director (THD) housing assignment system. At the beginning of each semester, a file of all meal plans and OneCard student ID numbers are sent to IT and uploaded into CS Gold. When the meal plan is set up in CS Gold, there is a corresponding amount of Warrior & One Card dollars that will be loaded when a meal plan is added to a student account. Changes throughout the semester are entered manually by Housing and OneCard staff. ARAMARK paid for a direct integration/connection between their Micros Registers and the CS Gold system rather than have a separate reader, and transactions are recorded in real time.

For OneCard debit accounts there is a direct connection between Atrium, which is the platform that allows students to add money online, and CS Gold. In their Online account students can add funds, report a lost card, upload a photo, and give guests (parents) access to their account).

Number of Readers currently in CS Gold:	
Wi-Fi	1460
Traditional Wired / POE	933 (303 = parking)
Squadron / A1000 Boards and Connectors	489
Retail & Virtual Locations	107
*Potentially adding more Wi-Fi readers with Towers and UT projects	600 - 1900



Wayne State Police Alarm/Access/Environmental network

Background: unlike other university or hospital campus security operations, Wayne State University Police is a full-service police agency, evolved in collaboration with Detroit Police as an autonomous precinct of DPD and with patrolling and law enforcement roles transcending main campus and into Midtown Detroit.

- The WSU Police Alarm/Access/Environmental network currently operates on a discrete non-routed network that transmits on dedicated fiber strands that do not touch the Internet. This has worked well in terms of information security and in terms of contingencies. The Alarm network largely stayed operational during the floods of June 26, 2021, for the most part due to its segmented nature. This level of information security and ability to withstand "100-year events" must be a goal for the successor alarm network.
- WSU Police receives building alarms directly to the WSUPD Dispatchers using the Police Alarm _ system. These alarms come in 24 hours a day, and several are of a time-critical nature, just like other policing functions. Examples: Fire Alarm; Glass break alarm. In the future additional technology sensors can provide additional feedback.
- WSU Police controls campus building access by having all building exterior door access panels connected to the Alarm network. This provides the capability to rapidly remotely lock a building² and, more routinely to allow authorized personnel entry remotely and track/audit access. Critically, immediate access to the Police alarm/access system data enables investigations like missing person. This real-time type of investigation is not equivalent to an "after the fact" email investigation where the email has been sent and there is follow-up on its source or the sender.
 - 368 door readers in the Police Alarm system from every building on campus. Mostly exterior; \geq some interior.
 - There are other doors in buildings that don't have card readers, but that WSU Police can \geq remotely release for authorized entry.
 - \geq Some buildings including State Hall and General Lectures have keyed outside doors, but WSU Police may have door readers inside.
 - The Police Access portion of the system is not present on Corvias buildings on Anthony \geq Wayne Drive or Thompson Home (Housing)
 - In buildings like AAB, F/AB and elsewhere there are a large number of alarm points \geq connected to keypads ("Ademco panels") that are installed in keyed rooms and have to be disarmed upon entry or else Dispatch receives an alarm. These are a legacy portion of the system, present for decades.
 - Wayne State Police has thousands of alarm points overall including but not limited to sensors \geq like:
 - Propped door Glass break .
 - Forced door Tamper •
- - Pin alarm •

•

- Environmental like high temperature (ex: DLAR, animals) • and flood/rising water
- Fire/Smoke .

The university's tendency to select integrators based solely on lowest bid, without robust follow-up, audit process or verification of deliverables has created in the past (and still lingering) system integrity issues on multiple buildings/areas on campus. The successor system must have strong audit/verification processes in place to ensure everything has been done and most importantly, everything completed is of high quality and adhering to closely to university [WSU Police] standards. Multiple case studies are beyond the scope of this document.



In summary, WSU Police uses the Police Alarm/Access/Environmental system for overlapping critical, time-sensitive police functions including police response and police investigations. WSU Police considers this data extremely sensitive police data: "We must know where people are". For this reason, it has been located in the facility with the highest possible degree of physical security on campus. The successor alarm/access network data must be protected by similar levels of physical security and adhere to the information security Principle of Least Privilege (PoLP) where any entity beyond WSU Police must have access only to the specific data needed to complete a task and only for the time duration of that task.

Notes:

1: All campus building exterior doors should be part of the Police alarm network. Currently there are a few exceptions due to entropy.

2: Rapid remote locking/bulk building exterior door locking is a feature that must be enhanced in the successor Alarm/Access/Environmental network.

IT Security:

There is currently little to no involvement from IT security, and we want to change that in the future. We lack the ability to do role-based physical security onboarding and automated offboarding, and that is desired as well.

IT Infrastructure:

We provide a diverse set of services centered around computer and video distribution networks on campus. We provide for the end to end physical and virtual distribution of core network and voice services, edge distribution of wireless and wired network services and data center co-location of physical/virtual servers and connectivity for all existing card access and security systems on campus via Ethernet connectivity, mainly 1Gbps at the edge and 10Gbps at the core/distribution. This includes support encompassing all WSU enterprise and department computing systems for teaching/learning, research, and administration.



IT Systems & Applications:

We host and support the OneCard/CS Gold application on-premise, including 8 servers for Production and test environments (application servers, Oracle databases, Oracle Data Guard, etc...). There are many integrations/processes currently in place between CS Gold and other systems (like ODS, Banner, etc.).

- Flat data file import from Flex (parking software), THD (housing software) on dorm access and meal plans
- Direct DB connection with JSA/Atrium for OneCard debit accounts
- Aramark Micro POS integration
- Daily materialized views refreshed on ODB on data like OneCard account data (pictures, name, etc.), access information, financial transactions, etc.
- Flat data file import Banner (like new students, registration information, etc.)
- XML interface for integration with Pharos for printing, Bookstore and UGRYD
 - > CBORD's off-campus program, UGryd, allows colleges and universities to extend campus card use to include local dining and retail merchants.
- Task scheduling through CSGold on picking up the data files for import. Tasks can also be run on demand.

Facilities, Planning & Management:

FP&M's engagement in a card access upgrade/consolidation effort centers around our responsibility to the entire campus (111 buildings) to support any and all systems supporting the built environment. As such our engagement is as follows:

- Participate in solutioning sessions which will identify campus strengths, weaknesses, opportunities and threats
- Engage with card access design consultants to present built-environment unique attributes and challenges with door inventory
- Assist in defining system needs
- Provide industry-standards expertise in selecting a system
- Develop a preventative maintenance program and immediate repair response plans for the new system
- Determine FP&M's role, responsibility, and rules of engagement in managing repairs, additions and changes to the system

FP&M's daily use of a card access system is essentially no different from any other user group within our S/C/D's; therefore, we really do not have any system design requests beyond a typical user.



PROJECT CHARTER

Campus Access and Security Systems Replacement Project



Project Charter

Project Name: Campus Access and Security Systems Replacement

Last Charter Revision Date: 9/12/2022

Background & Business Need:

Wayne State currently has 2 primary enterprise card access and security systems on campus (CBORD and Pegasys), and over 10 other related security and access systems in parking, housing, and various buildings. In addition, we heavily rely on physical "brass" locks and keys to manage access to secure locations.

Current-State Deficiencies

- a. Inconsistent and disparate systems for securely accessing physical spaces on campus.
- b. Inconsistent enforcement of key/card access systems through policy
- c. Physical key management is expensive, labor intensive, difficult to audit and subject to security erosion over time as keys are duplicated.
- d. Upcoming Cybersecurity Maturity Model Certification will require network closets and other campus IT spaces to have modern and auditable security.
- e. Need better security and auditing of janitorial and supply rooms.
- f. Need to expand ability to employ campus-wide lockdowns.
- g. The systems have hardware which is either difficult to procure or simply no longer available and/or supported.
- h. General Purpose classrooms are unsecured, which has led to theft of equipment, inappropriate use, difficulty in maintaining cleanliness, etc.

Project Scope Statement:

The scope includes all Wayne State facilities, including both external entrances and internal spaces, including WSU owned/Corvias-managed housing. It does not include facilities not managed, owned or leased by Wayne State or Corvias, such as office spaces that house or see regular visits from Wayne State students, faculty, and staff and/or that are primarily occupied by external entities.

Project Goals and Benefits:

- Have a single system for securely accessing physical spaces on campus.
- Have multiple levels of administrative/security control over access to all secured areas
- Employ building isolation management in the event of emergencies (active shooter, etc.) to perform campus-wide and targeted lock-downs.
- Integration with camera system
- Ability to monitor alarms, glass breaks, etc.
- Improved auditing and security maintenance
- Streamlined and consistent procedures for access to spaces, including automated provisioning, deprovisioning and integration with Banner (ERP system)
- Create access control for certain spaces and closets dedicated to base-building IT and Facilities equipment.
- Have an effective policy enforcing a single standard for hardware and construction

- Touchless access. Utilize mobile phones for Near Field Communications (NFC) to open and gain access to buildings and internal spaces and take full advantage of RFID technology.
- Create more inviting spaces for students, faculty, and staff.
- Reduce manual effort, time and inefficient processes for provisioning access for new employees and students.
- System to handle Non-financial transactions on and off campus:
 - Event Attendance/registration
 - Classroom time and attendance
 - OneCard photo uploads
 - Alerts/Notifications about students in distress
 - Check out library resources
- New system will handle Cashless payment for Financial transactions on and off campus:
 - Online deposits to the OneCard Account
 - Bookstore book voucher program
 - Student printing/copying
 - Point of Sale for on-campus vendors
 - Off-campus retailers program
 - Transportation related financial transactions on & off campus
 - Examples may include parking access, public transportation (DART, Q-line, SMART), car sharing or bike/scooter rentals, etc.
- Housing suite and bedroom access with dual authentication
- Integration with Campus dining registers, mobile ordering, Aramark for meals and meal options
- Meal plan donations for food insecurity
- Residence Hall guest registration
- Meet Cybersecurity Maturity Model Certification requirements for network closets and other campus IT spaces, to have modern and auditable security.
- Reduce the number of systems we have on campus
- Ability to integrate with multiple systems via API, real time, and flexibility to support flat file
- Ensure there is more than one factor of identity to get into locations
- Guest access and nametags to buildings

Assumptions - What assumptions were made when conceiving this project?

- No new security and access systems will be purchased or installed outside of this project scope throughout the duration of the project work that is being done here.
- Appropriate resources will be provided to effectuate project.
- The executive sponsors and steering committee have ultimate authority and responsibility for the project including approving scope changes, resolving strategic issues with stakeholders, approving project charter and confirming delivery and sign-off at project close.
- Team leads will update the project manager on a regular basis. It is the responsibility of the project manager to ensure that progress is being made per established plans and costs, to remove obstacles to progress that are within their control, and to escalate those situations to the executive sponsors and steering committee with recommendations to mitigate risk.
- Platform will be administered by C⁢ including users, roles, future planning and training.
- We will prioritize the rollout to affect the highest use and most important buildings
- This should be part of our deferred maintenance

External Dependencies:

Generally, we will need A&E, CM and PM support to include:

- Scope development/design
- System selection
- Construction documents
- Installation
- Training

Project Risks - List any known risks for the project that could impact the success of the project or should be considered when planning. Include risk of change management. Does the value of this project ultimately depend on people changing their work or behavior? Identify risks facing this project or organization if the people-side of the project is poorly managed.

- Transition of systems without interruption
- Adoption of modern technology
- Campus participation and buy-in from critical students, faculty, and staff groups.
- Competing priorities impacting staff availability to work on this project

Key Stakeholders

- Executive Sponsor CFO (David Massaron)
 - Project Management Heather King
- Steering Committee
 - Rob Davenport (Facilities and FBO)
 - Brelanda Mandija (Finance/Budget)
 - Rob Thompson (IT)
 - Anthony Holt (Campus Safety)
 - Timothy Michael (Housing and Auxiliary)
 - Jon Frederick (Parking)
- Project Team
 - o Cindy Miao (Enterprise Systems and Applications)
 - Audra Forsberg (Campus Card Identity Management)
 - o Juan Richardson (Enterprise IT Infrastructure)
 - Christos Demos (Public Safety Tech)
 - Garrett McManaway (IT Security and Privacy)
 - Kelly Thacker (Housing and Dining operations director)
 - Student TBD
 - Faculty TBD

Required Resources:

- Costs Will be updated to include estimated project costs, potentially > \$10M
- Buy-in and support from President, BOG, CFO and Cabinet
- Team leads and members

Requested Timeline/Milestones

- 1. Phase 1 System architecture and design RFP (Target completion: July 31, 2023)
- 2. Phase 2 Purchase and implementation RFP/RFQ (Target completion: December 31, 2026)

WAYNE STATE UNIVERSITY STRATEGIC SOURCE AGREEMENT



STRATEGIC SOURCE AGREEMENT

This Agreement, effective as of ______ (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:

- 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.
- 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 RFR, 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 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 lister 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 Davis Bacon Wage Determinations (WSU 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 6th 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. 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 Sommodity 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 mmigration 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 https://policies.wayne.edu/appm/2-8-debarment-policy-on-non-responsible-vendor-in-procurementbe found at Debarment **V**on transactions. State of Michigan information 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: Campus Access & Security Systems Replacement Project Consulting Re-Bid** 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. 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

1. Commercial General Liability (CGL) CGL insurance should be written on ISO form CG 00 01 (or equivalent substitute)

Contracts valued at \$100,000 per year or more

- 2. Commercial Automobile Liability (including hired and non-owned vehicles)
- 3. Workers' Compensation (Employers' Liability)

Minimum Requirement

\$1,000,000 combined single limit \$2,000,000 annual aggregate

Umbrella Liability per occurrence and in the annual aggregate of \$5,000,000.

\$1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate.

Required by the State of Michigan and Employer's Liability in the amount of \$500,000 per accident for bodily injury or disease.

Deductible

\$5,000

\$1,000

0

0

Maximum Acceptable Deductibles

Type of Insurance

Comprehensive General Liability Comprehensive Automobile Liability Workers' Compensation Property - All Risk

- 1. All liability policies must be written on an occurrence/form of coverage.
- 2. Commercial General Liability (CGL) includes but is not innited to: personal injury, property damage, consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers

Coverage

- 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 hability clause as follows: "The insurance afforded applies separately to each insured against whose claim is made or sufit is brought, except with respects to the limits of the company's liability."
- 5. The insurance company for each ine 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

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

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	(Supplier Name)
Signature:	Signature:
Name: Kenneth Doherty, CPSM	Name:
Title: Associate Vice President – Procurement	Title:
Date:	Date:
Phone: 313-577-3756	Phone:
email: ac0578@wayne.edu <u>Wayne State University</u>	email:
Signature:	
Name: David Massaron Title: CFO and Senior Vice President for Finance & Business Operations	
Date: Phone: 313-577-5580	
email: bx8350@wayne.edu	

EXHIBIT A Roles & Responsibilities

The roles and responsibilities of the Supplier are listed below. (*Scope_of_Work*)

.





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) <u>Confidential Information</u>

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) <u>Reproduction of Materials</u>

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) <u>Confidentiality</u>

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) <u>No Waiver</u>

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 (Supplier Name)
Title	Company
Signature	Pate



EXHIBIT C Price or Rate Structure

.



