



Division of Finance and Business Operations

**Request for Proposal  
and Specifications for  
Fire Protection, Detection, Suppression Systems –  
Service and Maintenance - 2024**

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**Wayne State University  
Procurement & Strategic Sourcing**

**November 01, 2023**



WAYNE STATE  
UNIVERSITY

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

Division of Finance and Business Operations

November 01, 2023

Dear Vendors:

**IMPORTANT – PLEASE NOTE:** Bid notices will be sent only to those Vendors registered to receive them via our Bid Opportunities Listserv service. To register, visit <http://go.wayne.edu/bids>, and click on the “Join our Listserv” link at the top of the page. Instructions are at the top of the page, and the **NONE** Listserv service is under “**NONE** Bid Opportunities”.

Wayne State University invites you to participate in its Request for Proposal process to provide **Fire Protection, Detection, Suppression Systems – Service and Maintenance - 2024**, for the **Facility Planning and Management Department**, per the specifications contained herein the Request for Proposal. This service is expected to commence on **December 15, 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 **November 01, 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 **Mandatory** 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 **Mandatory** that you and/or responsible representatives of your organization attend our pre-proposal conference. For this RFP, the University offers the following Pre-Proposal Options: **Virtual**. The meeting will be held on **November 08, 2023, 2:00 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 Pre-Proposal Meeting](#)

Optionally - Dial in at +1 313-261-5339 **Conference ID: 917 825 359 #**

We hope to see you at the **Mandatory** 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) 577-3712, or email: [Rfpteam3@wayne.edu](mailto:Rfpteam3@wayne.edu). Thank you for your interest in doing business with Wayne State University.

Sincerely,

**Robert Kuhn  
Senior Buyer**

Enclosure

Cc: **Michael McCanney, Eric Karteczka, Kenneth Mason**

**RFP: Fire Protection, Detection, Suppression Systems – Service and Maintenance - 2024  
for the Facility Planning and Management Department**

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**UNIVERSITY PROVIDED SCHEDULES**

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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
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**APPENDICES**

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

- A. **Wayne State University**, founded in 1868, is committed to preparing its students to excel in a fast-paced and interconnected global society. It combines the academic excellence of a major research university with the practical experiences of an institution whose history, location and diversity make it a microcosm of the world students will enter when they graduate. The University holds the Highest Carnegie Foundation classification for research activity. It has 13 colleges and schools and offers more than 350 academic programs including bachelor's, master's and doctoral degrees; post-baccalaureate, graduate and specialist certificates; and three professional programs (<http://wayne.edu/about/facts/>).
- B. Procurement & Strategic Sourcing is soliciting proposals from qualified professional organizations, hereafter referred to as VENDOR(s), who specialize in providing **Fire Protection, Detection, Suppression Systems – Service and Maintenance - 2024** of superior quality, at competitive pricing, as described in the Statement of Work section of the **Request for Proposal (RFP)**. **Project must commence on or before December 15, 2023.**

**The contract(s) will be for a period ending on September 30, 2026.** Thereafter, the UNIVERSITY may, at its option, extend the contract, on a year-to-year basis for up to two one-year periods, through **September 30, 2028**. VENDORS must state maximum price increases (if any) for years two and three on Cost Schedule C.

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 **Robert Kuhn, Senior Buyer**, Email; [Rfpteam3@wayne.edu](mailto:Rfpteam3@wayne.edu). The deadline for questions is **November 10, 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. General

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



**B. Calendar of Events**

Activity	Responsibility	Date
Formal Release of RFP	Procurement	<b>November 01, 2023</b>
<b>Mandatory</b> Pre-Proposal meeting	Procurement /Evaluation Team (ET)/VENDORS	<b>November 08, 2023 2:00 pm</b>
Questions due to Procurement & Strategic Sourcing	VENDORS	<b>November 10, 2023 - 12 Noon</b>
<b>Delivery of Proposals are by electronic submission on November 16, 2023.</b> The link for bid submission will be posted with the bid details at <a href="http://go.wayne.edu/bids">http://go.wayne.edu/bids</a> .	VENDORS	<b>November 16, 2023 by 2:00 p.m.</b>
Evaluation of Proposals (clarifications & negotiations)	Procurement / E	Week of <b>November 20, 2023</b>
Announcement of Selected VENDOR	Procurement	Week of <b>December 04, 2023</b>
Readiness for Service/Contract Commencement	VENDORS	Week of <b>December 18, 2023</b>
Project Completion	VENDORS/ET	<b>September 30, 2026</b>

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

**C. Mandatory Pre-Proposal Meeting**

You may attend a **Mandatory 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, **November 07, 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 (<http://go.wayne.edu/bids>). The meeting will be held on **November 08, 2023, 2:00 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 Pre-Proposal Meeting](#)

**Optionally - Dial in at +1 313-261-5339 Conference ID: 917 825 359 #**

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 on the second page of the Schedule.

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

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

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

**E. Delivery of Proposals**

Proposals with supporting documentation shall be submitted **by electronic submission**. The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **November 01, 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 auto-reply message acknowledging receipt of your Proposal.

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

ATTN.: **Robert Kuhn, Senior Buyer**  
Wayne State University  
**RFP: Fire Protection, Detection, Suppression Systems – Service and Maintenance - 2024**

The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **November 01, 2023**.

Deadline for receipt of proposals by Procurement & Strategic Sourcing is, **November 16, 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 with appropriate indices. Each proposal should provide a straightforward concise description of the VENDOR'S service, approach and ability to meet the UNIVERSITY'S needs as stated in this RFP. Schedules and Exhibits listed below must be included in your proposal:

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

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

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

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



Exhibit 3 - VENDOR Service Plan (**Section III**)

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

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

**G. Proposal Evaluation**

1. Proposals will be evaluated, and 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.
  - Response Time Commitment for Emergency, Urgent and Routine Calls
  - 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 **Facility Planning and Management Department**. 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 December 15, 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: Fire Protection, Detection, Suppression Systems – Service and Maintenance - 2024**  
Procurement & Strategic Sourcing  
5700 Cass Avenue, 4<sup>th</sup> 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. References

Upon request, **VENDOR must agree to provide** a minimum of **three (3) qualified references**. Requests for references will come from **Robert Kuhn, 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 products or services to be provided.
2. When applicable, a timeline showing how the Vendor plans to deliver products and/or 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. Summary:**

Vendors are to quote: Inspection and Testing of water based fire protection systems, time and material rates for water based fire protection systems, inspection and testing of fire alarm systems and time and material rates for fire alarm systems, time and material rates for emergency services, and inspection and testing of hydrants.

The University is seeking a Vendor(s) that can provide the following services:

- ***Emergency response to fire protection, detection and suppression systems regarding defective, tripped sprinkler heads, valves, piping, controls, panels as needed to support the university.***
- Perform Inspection, Testing, and Maintenance of **Water-Based Fire Protection Systems** on Wayne State's main campus.
- Perform Inspection, Testing, and Maintenance of **Fire Alarm Systems** on Wayne State's main campus

The University intends to issue one contract award, but reserves the right to award this order in part or in whole, as a single award or as two (2) separate awards. The award may be made to a single vendor for the entire Scope of Work or to two (2) separate vendors, whichever is in the best interest of the University.

The University is seeking to establish a three (3) year contract with a vendor(s) with the option to renew for two (2) additional twelve (12) month periods.

#### **B. Requirements and Specifications for Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems**

Vendor is to come in to perform **Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems** on Wayne State's main campus. For Classroom and Administrative buildings, these are generally performed on an annual basis, usually during the summer months, and scheduled semester break periods, during the school year.

Vendor must be a "Certified Firm" registered with the State of Michigan, Bureau of Fire Services. Copy of Certification must be provided with the Vendor's Proposal, in **Exhibit 2, Vendor Profile**.

All inspection and testing pricing is to be lump sum, based on a "Per Building" basis, as listed in the **Cost Schedules**

For **Repairs** that are identified Vendor is to provide its hourly rates and materials mark-up on the appropriate **Cost Schedule**. *The University may or may not proceed with newly identified repairs, and reserves the right to bid this work out separately if it deems this to be appropriate.*



Inspections must take place between the hours of 7:00 am and 5:00 PM, Monday through Friday.

At the end of the inspection of each building, a report is to be generated and delivered to the Senior Director of Facilities Operations / Maintenance Hard Services Dept detailing any buildings fire systems deficiencies, and what steps are needed for correction. (e.g. new smoke heads, sprinkler head, etc.). A duplicate copy of the report is to be submitted to the University Risk Management Department. Addresses are as follows:

**James Brock**

Sr Director, Facilities Operations  
and Maintenance  
Facilities and Program Mgt  
Wayne State University  
5454 Cass Avenue  
Detroit, 48202

**William A. Kemp**

Associate Director,  
Office of Risk Management  
Wayne State University  
4622 Academic/Administrative B  
Detroit, 48202

**Detailed information as follows:**

**Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems:**

- Contractor to complete specified repairs and adjustments to fire pumps prior to flow testing.
- Perform fire pump flow testing at WSU buildings that have fire pumps listed within.
- Compare data with factory performance curve of each fire pump.
- Test pumps at churn (no flow), 100 percent capacity and 150 percent of rated capacity.
- Mercoid switches for jockey and fire pump to be adjusted.
- Perform main drain test at WSU buildings listed within.
- Test water flow alarms using the inspectors test connections.
- Three copies of the test results report to be provided. Report to include any repair recommendations for fire pumps and related equipment.
- **NFPA 25 is the standard for the inspection, testing, and maintenance of water-based fire protection systems.**

**Inspections:**

An inspection is a visual examination of the sprinkler system to verify that it appears to be in operating condition and free of physical damage. The visual inspection is generally done from floor level by walking through the protected building.

**Fire Sprinkler / Fire Protection Testing: (State of Michigan: Code NFPA 25)**

Main Drain  
Valves, valve Components  
Pressure Reducing Valves/Relief Valves (part flow)  
Master Pressure Reducing Valves (full flow)  
Control Valves  
Backflow Prevention Assemblies  
Fire Pump Flow Test  
Standpipe  
Main Drain Test  
Hose Valves  
Valves (all types)  
Fire Pump  
Flow  
Annual maintenance

**All Sprinkler Systems**

- Inspect Control Valves (if sealed)

**Fire Protection Systems**

- Check water supply valves, including post indicator and roadway valves to make sure they are open



- Check sprinklers to make sure they are not damaged or blocked by storage and have not been painted or otherwise impaired.  
Note: An 18 inch (457 mm) clear space must be maintained below standard sprinkler equipment to assure an adequate discharge pattern. Attachment of a paper or plastic streamers to the sprinkler piping that hang down 18 inch (457 mm) below the sprinkler deflectors helps remind people working in storage areas of the minimum clear space requirement. A greater distance may be required for special sprinklers such as ESPR (early suppression fast response).
- Check the supply of spare sprinklers to assure
  - Proper number and type
  - Sprinkler wrench for each type of sprinkler is provided.
- Check alarm device to make sure
  - They are free of physical damage
  - Electrical connections are secure
- Inspect water pressure gauges to make sure pressure(s)
  - Is within the normal range
  - Gauges are in good condition
- Inspect alarm valves to assure there is no leakage from the retarding chamber or alarm drains
- Verify that hydraulic nameplate (required on hydraulic calculated systems) is securely attached to sprinkler riser and is legible.
- Inspect Fire Department connections to ensure
  - Connections are visible and accessible
  - Couplings or swivels are not damaged and rotate smoothly
  - Plugs and caps are in place and not damaged (if caps not in place, inspect interior for obstructions and that clapper is operational)
  - Gaskets are in place and are not damaged
  - Identification signs are in place
  - Check valve is not leaking
  - Automatic drain valve is in place and operating properly.
- Inspect sprinklers to make sure they are free of
  - Corrosion
  - Obstructions to spray pattern
  - Foreign materials (e.g. paint, etc.)
  - Physical damage
- Inspect sprinkler piping to make sure it is
  - In good condition
  - Free of mechanical damage
  - Not leaking
  - Not corroded
  - Not misaligned
  - Not subject to external loads (sprinkler piping not used to support other items)
  - Verify supply of spare sprinklers for proper number and type and that sprinkler wrench is provided.

#### **All Sprinkler Systems**

- Flow test main drains
  - Note and record the pressure of the gauge on the lower side of the sprinkler valve. This is the static water supply pressure.
  - Open the 2 inch (51 mm) main drain fully, after the flow has stabilized, note and record the pressure on the gauge again (This is the residual water supply). If the pressure readings vary significantly from those readings previously recorded, there is an indication that something may be wrong with the water supply, such as closed valve or blocked pipe. Loss of pressure more than 10% should be investigated immediately to determine its cause. The effect that the drop in pressure will have on the sprinkler system operation should also be determined to assure that the system will perform satisfactorily.

#### **Wet Pipe Systems**

- Test the waterflow alarms by opening the inspector's test connections to simulate the flow of water from one sprinkler and activate the water motor alarm (if provided) as well as the flow switch or pressure switch. Assure that the flow of water will not damage property and will drain safely.

#### **Price Breakdown:**



### **Lump Sum Pricing for the inspection and testing of all systems**

Vendors are to provide a fixed price in **Cost Schedules** for all of inspections and testing services to be provided. Prices are to include all costs including the inspection, any associated travel, the preparation of reports and the distribution of said reports. All reports are to be submitted in duplicate as described in the Scope of Work.

### **Time and Materials Pricing for any approved repairs**

**See Cost Schedules below** for Time & Materials bids for any newly identified repairs. Any repairs must be approved by the Project Manager prior to the commencement of any work. The University reserves the right to approve repairs and/or to put repairs out for competitive bid.

Vendors are to provide a hourly rates in **Cost Schedules, below**, for approved repair work related to the inspections of the Fire Alarm Systems. Prices are to include all costs, including hourly wages, fringe benefits, tool charges (if any), any associated travel, the preparation of reports and the distribution of said reports. All reports are to be submitted in duplicate as described in the Scope of Work. See the following page for Time & Materials bids for any identified repairs. Any repairs must be approved by the Project Manager prior to the commencement of any work. The University reserves the right to approve repairs and/or to put repairs out for competitive bid

## **C. Requirements and Specifications for Fire Alarm Inspection and Testing:**

### **Project Requirements and Specifications:**

Vendor is to perform a complete fire **inspection and testing of Fire Alarm Systems** in the buildings listed in the **Cost Schedules**. This testing is done in accordance with the **NFPA25 and NFPA72 standards for the inspection, testing, and maintenance of Fire Alarm Systems**. For Classroom and Administrative buildings, these are generally performed on an annual basis, usually during the summer months, and scheduled semester break periods, during the school year.

Vendor must be a "Certified Firm" registered with the State of Michigan, Bureau of Fire Services. Copy of Certification must be provided with the Vendor's Proposal, in **Exhibit 2, Vendor Profile**. Service personnel shall be qualified and experienced in the inspection, testing and maintenance of fire alarm systems. Workers must be uniformed.

All pricing is to be lump sum, based on a "Per Building" basis, as listed in the **Cost Schedules**. In buildings without a device quantity indicated on Schedule C, pricing will be on a "unit cost" basis. For newly identified repairs, Vendor is to provide its hourly rates and materials mark-up on the **Cost Schedule, below**. The University may or may not proceed with newly identified repairs, and reserves the right to bid this work out separately if it deems this to be appropriate.

Inspections / tests are to include the fire alarm control panels, which may contain, fire fighter handset phones and alarms which are tied into our Police Department. All hallways and room smoke detectors, fire alarm pull stations, sprinkler heads, and fire pumping systems throughout the applicable buildings are to be inspected and tested..

Inspections must take place between the hours of 7 am 8:30 am & 5 PM, Monday through Friday. Inspection schedule to be determined between WSU and fire alarm vendor.

Workers must be uniformed.

All fire pump flow testing must be completed prior to the start of the Fall School Semester.

At the end of the inspection of each building, a report is to be generated and delivered to the Director of Facilities Operations / Maintenance Trades and/or the Corvias Operations Director, detailing any buildings fire alarm systems deficiencies, and what steps are needed for correction. A duplicate copy of the report is to be submitted to the University Risk Management Department. Addresses are as follows:

James Brock

Brandi Raimi

William A. Kemp



Sr Director, Facilities Operations and Maintenance  
Facilities and Program Mgt  
Wayne State University  
5454 Cass Avenue  
Detroit, 48202

Operations Director  
Corvias  
5221 Gullen Mall, R. 598  
Detroit, 48202

Associate Director,  
Office of Risk Management  
Wayne State University  
4622 Academic/Administrative B  
Detroit, 48202

**Detailed information on the Scope of Work is as follows:**

**Annual Fire Alarm Testing**

State of Michigan: Codes NFPA 72, ULC S536

**Automatic Fire Alarm Systems:**

- Control Equipment: Building Systems Connected to Supervising Station (Main Panels)
- Functions, Fuses, interface Equipment, Lamps & LEDs
- Primary (main) Power Supply, Transponders
- Batteries – Fire Alarm Systems
- Control Unit Trouble Signals
- Emergency Voice/Alarm Communications Equipment
- Remote Annunciators
- Initiating Devices
- Duct Smoke Detectors
- Electromechanical Devices
- Fire Extinguishing System(s) or Suppression Switches
- Fire Alarm Boxes (Pull Stations)
- Heat Detectors
- All smoke Detectors – Functional
- Fire –Gas and other detectors
- Interface equipment
- Special Hazard Equipment
- Alarm Notification Devices
- Audible Textual Notification Appliances
- Visible Devices
- Supervising Station Fire Alarm Systems – Transmitters
- Special Procedures
- **\*\* Kitchen – existing systems are excluded – are performed by University Business Operations.**

**Price Breakdown:**

**Lump Sum Pricing for the inspection and testing of all systems**

Vendors are to provide a fixed price in the **Cost Schedules** for the inspections and testings. Prices are to include all costs including the inspection, any associated travel, the preparation of reports and the distribution of said reports. In buildings without a device quantity indicated on Schedule C, pricing will be on a “unit cost” basis. All reports are to be submitted in duplicate as described in the Scope of Work.

**Time and Materials Pricing for any approved repairs**

See **Cost Schedules** for Time & Materials bids for any newly identified repairs. Any repairs must be approved by the Project Manager prior to the commencement of any work. The University reserves the right to approve repairs and/or to put repairs out for competitive bid. Vendors are to provide hourly rates in the **Cost Schedules** for approved repair work related to the inspections of the Fire Alarm Systems. Prices are to include all costs, including hourly wages, fringe benefits, tool charges (if any), any associated travel, the preparation of reports and the distribution of said reports. All reports are to be submitted in duplicate as described in the Scope of Work. See the following page for Time & Materials bids for any identified repairs. Any repairs must be approved by the Project Manager prior to the commencement of any work. The University reserves the right to approve repairs and/or to put repairs out for competitive bid.

- D. **Hazardous Materials** are present within older buildings. Documentation will be conveyed to the successful bidder, however, due to the age of the edifice, friable materials should be presumed as asbestos containing and paint shall be presumed a containing lead. Specific testing of materials will ensue following clear construction means and methods, as determined by the low bidder.

F. **Insurance Requirements (10-5-2009)**

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 the certificate holder. During the life of the contract, the VENDOR shall maintain the type of insurance as stated in Insurance Provisions **(Schedule B)** attached and any additional requirements as specified by the UNIVERSITY Office of Risk Management for the VENDOR and assigned licensed VENDOR professionals.

**The Board of Governors, Wayne State University, shall be named as an additional insured but only with respect to accidents arising out of said contract.**



#### IV. GENERAL REQUIREMENTS AND GUIDELINES

##### A. Terms and Conditions

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

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

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

##### C. Price Schedules

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 PDF copy will govern if any discrepancies exist between the PDF 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 construction-like work, 2) When work or service is performed on campus, 3) When food is being provided by a private caterer, and 4) When moving services or bus transportation services are being provided. The University reserves the right to require insurance on a case-by-case basis.

When required, VENDORS must 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. Minority, Woman and Disabled Veteran Owned Business Enterprises (M/W/DBEs)

Specify in your proposal whether ownership of your company is a certified M/W/DVBE. The University, in accordance with guidelines from the MMSDC and WBENC, considers an M/W/DVBE as one that is at least 51% owned, operated, and controlled by an M/W/DVBE, or in case of a publicly owned business, at least 51% of the stock must be owned by an M/W/DVBE.

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

##### 1. Reporting

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

Kenneth Doherty, Associate Vice President  
Procurement & Strategic Sourcing  
Wayne State University

#### **Fire Protection, Detection, Suppression Systems – Service and Maintenance - 2024**

5700 Cass Avenue, Suite 4200, AAB  
Detroit, MI 48202

##### 2. Report Detail

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

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

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

A complete set of the University's Supplier Diversity Program, which includes complete definitions of each of the above, can be downloaded from our web site at

[http://procurement.wayne.edu/docs/university\\_policy\\_2004\\_02.doc](http://procurement.wayne.edu/docs/university_policy_2004_02.doc)

##### K. Ownership of Documents



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

**L. WSU Wage Rates**

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

The rates of wages and fringe benefits to be paid to each class of laborers and mechanics by each VENDOR and subcontractor(s) (if any) shall be not less than the wage and fringe benefit rates prevailing in Wayne County, Michigan, as determined by the United States Secretary of Labor. Individually contracted labor commonly referred to as "1099 Workers" and subcontractors using 1099 workers are not acceptable for work on any of Wayne State's properties. Rates for all counties are available at <https://wdolhome.sam.gov/>, and Procurement will post the schedules quarterly that pertain to Wayne County on its website at <http://procurement.wayne.edu/vendors/wage-rates.php>.

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

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

**PROCEDURE**

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

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

The contractor shall obtain and keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each laborer and mechanic employed in connection with this contract.

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

A properly executed sworn statement is required from all tiers of contractors, sub-contractors and suppliers which provide services or product of \$10,000.00 or greater. Sworn statements must accompany applications for payment. All listed parties on a sworn statement as a subcontractor must submit Partial or Full Conditional Waivers for the amounts invoiced on the payment application. A copy of the acceptable WSU Sworn Statement and Waiver will be provided to the awarded contractor.

If the VENDOR or subcontractor fails to pay the WSU rates of wages and fringe benefits and does not cure such failure within 10 days after notice to do so by the UNIVERSITY, the UNIVERSITY shall have the right, at its option, to do any or all of the following:

- Withhold a portion of payments due the VENDOR as may be considered necessary by the UNIVERSITY to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this contract and the

actual wages and fringe benefits paid.

- Terminate the contract and proceed to complete the contract by separate agreement with another vendor or otherwise, in which case the VENDOR and its sureties shall be liable to the UNIVERSITY for any excess costs incurred by the UNIVERSITY.
- Propose to the Associate Vice President for Business Services / Procurement that the Vendor be considered for Debarment in accordance with the University's Debarment Policy, found on our website at

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

For more information and a general WSU Wage Rate schedule, see Purchasing Website at:

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

**M. Buy American**

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

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

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

**N. Smoke and Tobacco-Free Policies**

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

**O. Tax Exempt**

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



**Schedule A  
Response to Wayne State University  
Request for Proposal**

**RFP: Fire Protection, Detection, Suppression Systems – Service and Maintenance - 2024  
and any Amendments, Thereto**

**Dated: November 01, 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 **November 01, 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.



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### NON-COLLUSION AFFIDAVIT

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

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

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

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### CONFLICT OF INTEREST

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

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

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

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

\_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

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

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

# Schedule B

## Insurance Requirements (Rev 8-2023)

For this project, Insurance is **Required**

\_\_\_\_\_, at its sole expense, shall cause to be issued and maintained in full effect for the term of this agreement, insurance as set forth hereunder:

### General Requirements

<u>Type of Insurance</u>	<u>Minimum Requirement</u>
1. Commercial General Liability (CGL) CGL insurance should be written on ISO form CG 00 01 (or equivalent substitute)	\$1,000,000 combined single limit \$2,000,000 annual aggregate
2. Professional Liability	\$2,000,000 combined single limit \$2,000,000 annual aggregate
3. Excess Liability (Umbrella)	\$5,000,000 per occurrence
4. Commercial Automobile Liability (including hired and non-owned vehicles)	\$1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate.
5. Workers' Compensation (Employers' Liability)	Required by the State of Michigan and Employer's Liability in the amount of \$1,000,000 per accident for bodily injury or disease.

### Maximum Acceptable Deductibles

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

### Coverage

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

### Certificates of Insurance

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

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

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

## Schedule B

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

# Schedule B



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

The Board of Governors of Wayne State University shall be named as an additional insured, but only with respect to accidents arising out of said contract

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

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## **Schedule C**

**(Cost Schedule; Compensation and Fees)**

**See website:**

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

### **Cost Schedules Include:**

#### **Cost Schedules:**

- C1 - Fire Water Based Protection Systems**
- C2 - Time & Material for Fire Water Based Protection Systems**
- C3 - Fire Alarm Systems**
- C4 - Time & Material for Fire Alarm Systems**
- C5 - Time and Materials for Emergency Service**
- C6 - Fire Hydrant Inspection and Testing**



## Questionnaire for Time and Material Repairs

### Time and Materials Pricing for any approved repairs of Water Based Fire Protection Systems, and Fire Alarm Systems as identified during the fixed price inspections, as defined in the Scope of Work

Vendors are to provide a hourly rates in Schedules **C4 and C5** for approved repair work related to the inspections of the Fire Protection Systems and Alarm Systems. Prices are to include all costs, including hourly wages, fringe benefits, tool charges (if any), any associated travel, the preparation of reports and the distribution of said reports. All reports are to be submitted in duplicate as described in the Scope of Work. Any repairs must be approved by the Project Manager prior to the commencement of any work. The University reserves the right to approve repairs and/or to put repairs out for competitive bid.

*Need to add a requirement to submit any billing in a specific format showing the*

#### **LAWN REPLACEMENT:**

The undersigned agrees that, in the event of existing lawn or landscaping damage, due to the Contractor's work, that has not been properly addressed and repaired to the satisfaction of the University, the University may repair/replace the lawn and/or landscaping, and that the expense will be at a **unit cost of \$10.00 per square yard for lawn, and landscaping at a rate of 1.5 times the cost of said repairs**, the full cost of which shall be reimbursed by the contractor.

#### **CONTRACT CHANGE ORDERS: (revised 4-01-2011)**

The undersigned agrees to the following pricing formula and rates for changes in the contract work:

1. For subcontract work, Contractor's markup for handling, overhead, profit and bonding on subcontractor's sell price, shall not exceed **5%.**
  - 1.1. **For subcontract work that is provided on a time and material basis, the subcontractor shall be permitted a single markup for handling, overhead, profit and bonding of 5%. When a markup is identified in the subcontractor's hourly labor rate, additional markup on labor is not permitted.**
    - 1.1.1 **For changes that are based upon a lump sum value, subcontractor shall provide all labor and material back-ups to ensure that duplicative charges are avoided and authorized mark-ups for OH&P can be confirmed**
2. For work by his own organization, Contractor's markup for job\* and general overhead, profit and bonding shall not exceed **5%** of the net labor\*\* and material costs.

**Within 14 days of the project's contract execution Contractor shall provide to the Owner; Subcontractor's hourly labor rate breakdown details. This requirement shall extend to the lowest level of subcontractor participation.**

\* Job and general overhead includes supervision and executive expenses; use charges on small tools, scaffolding, blocking, shores, appliances, etc., and other miscellaneous job expenses.

\*\* Net labor cost is the sum of the base wages, fringe benefits established by governing trade organizations, applicable payroll taxes, and increased expense for contractor's liability insurance (Workman's Compensation, P.L. and P.D.).

#### **LIQUIDATED DAMAGES:**

It is understood and agreed that, if project is not completed within the time specified in the contract plus any extension of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay, will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by Owner would be the sum of **\$ 100.00 (One Hundred Dollars and 00/100 Dollars)** per day, and therefore the contractor shall pay as liquidated damages to the Owner the sum of **\$ 100.00 (One Hundred Dollars and 00/100 Dollars)** per day for



# WAYNE STATE UNIVERSITY

each day's delay in substantially completing said project beyond the time specified in the Contract and any extensions of time allowed thereunder.

## **TAXES:**

The undersigned acknowledges that prices stated above include all applicable taxes of whatever character or description. Michigan State Sales Tax is applicable to the work. Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities or irregularities twithin.

## **ADDENDA:**

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

Addendum No.\_\_\_\_Date\_\_\_\_\_ Addendum No.\_\_\_\_Date\_\_\_\_\_

Addendum No.\_\_\_\_Date\_\_\_\_\_ Addendum No.\_\_\_\_Date\_\_\_\_\_

Addendum No.\_\_\_\_Date\_\_\_\_\_ Addendum No.\_\_\_\_Date\_\_\_\_\_

## **CONTRACTOR'S PREQUALIFICATION STATEMENT & QUESTIONNAIRE:**

### **Our Minimum Requirements for Construction Bids are:**

**WSU considers this project: (Construction Type) Work.**

Criteria	Small Project bid less than \$50,000	Medium Project bid between \$50,001 and \$250,000	Large Project bid between \$250,001 and \$2 million	Very Large Project bid greater than \$2 million
EMR Rating (Experience Modification Rating)	1.0 or Less	1.0 or Less	1.0 or Less	1.0 or Less
Bondable Vendor	N.A.	Required	Required	Required
Length of Time in Construction Business	2 Years	3 Years	5 Years	5 Years
Demonstrated Experience in Projects Similar in Scope and Price in the last 3 years	1 or more	1 or more	2 or more	3 or more
Unsuccessful Projects on Campus in last 3 years	None Allowed	None Allowed	None Allowed	None Allowed
Failure to comply with Prevailing Wage and/or Project Labor requirements	None Allowed	None Allowed	None Allowed	None Allowed
Withdrawn University Bid (with or without Bond forfeiture) within the last 3 years **	2 or less	2 or less	1 or less	1 or less
Company currently not in Chapter 11 of the US Bankruptcy Code	1 Year	2 Years	3 Years	3 Years

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

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



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

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

\_\_\_\_\_ Corporation \_\_\_\_\_ Individual  
\_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Other (Explain)

\_\_\_\_\_  
\_\_\_\_\_

- 
1. How many years has your organization been in business as a contractor? \_\_\_\_\_
  2. How many years has your organization been in business under its present business name? \_\_\_\_\_
  3. List states in which your organization is legally qualified to do business. \_\_\_\_\_  
\_\_\_\_\_
  4. Provide the Name and Address of your Liability Insurance Carrier. \_\_\_\_\_  
\_\_\_\_\_
  5. What is your current EMR Rating? \_\_\_\_\_  
The minimum requirement is an EMR Rating of 1.0 or less for all projects. Bidders with a rating higher than 1.0 understand that their bid may be disqualified, at the sole discretion of the University.
  6. What percentage of the work do you normally perform with your own work force/employees? \_\_\_\_\_
  7. Have you ever failed to complete any work awarded to you? If so, attach a separate sheet of explanation. Include the name of the Project, the customer, the dates of the work, and the amount of the contract ?  
\_\_\_\_\_
  8. Have you withdrawn a bid after a University bid opening and/or refused to enter into a contract with the University upon notification of award within the last 3 years? If so, state the Project Name and Number, and the date of bid submission below.  
\_\_\_\_\_
  9. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? If so, attach a separate sheet of explanation.  
\_\_\_\_\_
  10. Provide information about the "primary" training and certification, licensing requirements for your companies:  
Sprinkler Fitters / Piping Technicians \_\_\_\_\_  
Electrical / Controls Technicians \_\_\_\_\_
  11. Provide information about Safety Training and certifications for your technicians, ie.  
OSHA 10 \_\_\_\_\_ OSHA 30 \_\_\_\_\_  
OR List (example Lock out Tag Out, Fall Protection, Hazard Communications, Electrical Safety, etc)



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12. List the construction experience of the principals and superintendents of your company.

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

13. List the construction Projects, and approximate dates, when you performed work similar in Scope to this project.

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

14. List the construction Projects, and approximate dates, when you performed work similar in Dollar Amount to this project.

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

15. Is your Company "bondable"? Yes \_\_\_\_\_ No \_\_\_\_\_

16. What is your present bonding capacity? \$ \_\_\_\_\_



17. Who is your bonding agent?

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_

CONTACT: \_\_\_\_\_

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

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

18. Does your company agree to execute a contract containing the clauses shown in Section 00500 "Agreement Between Contractor and Owner for Construction"? Yes \_\_\_\_\_ No \_\_\_\_\_

If "No", clearly note any exceptions to any information contained in the contract documents and include with your proposal.

19. Did your company quote based upon **Prevailing Wage Rate Requirements**? Yes \_\_\_\_\_ No \_\_\_\_\_

**Note:** Contractors submitting proposals for this project may, at the discretion of the University, be required to submit references including contact information to be used to assist in the post bid evaluation process for the subject project

**ACKNOWLEDGEMENT OF  
MINIMUM QUALIFICATIONS:**

The undersigned has read and understands the minimum qualifications for University construction projects, and has completed the Prequalification section completely and accurately. The undersigned understands that a contractor, who fails to meet the minimum qualifications **in the category identified for this project, will be disqualified from consideration for the project.**

**ACCEPTANCE OF PROPOSAL:**

The undersigned agrees to execute a Contract, being the Wayne State University standard form titled "Agreement Between Contractor and Owner for Construction", provided that we are notified of the acceptance of our Proposal within sixty (60) days of the date set for the opening thereof.

**The undersigned below understands that the bid will be disqualified if the Prequalification information above is not completed in its entirety. Providing attachments is not an acceptable alternative to this requirement.**

NAME OF COMPANY: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ DATE \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
(Please print or type name here)

TITLE \_\_\_\_\_



# WAYNE STATE UNIVERSITY

## SCHEDULE D - SUMMARY QUESTIONNAIRE (2 PAGES)

	YES	ALTERNATIVE
1. Can your company <b>commence on or before December 15, 2023 and be completed by September 30, 2026?</b>	_____	_____
2. Did you attend the <b>Mandatory</b> Pre-Proposal meeting on <b>November 08, 2023?</b>	_____	_____
3. If the meeting was <b>Optional</b> , 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, <b>Schedule A?</b>	_____	_____
5. If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements as outlined in <b>Schedule B?</b>	_____	<b>Required</b>
6. Did your company complete and provide the Summary <b>Price Schedule C</b> , and submit it electronically? ( <b>Zip Files are not acceptable</b> )	_____	_____
7. Did your company complete and submit Vendor Set-Up Documents as listed in <b>Appendix 2?</b>	_____	_____
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.	___ <b>Yes</b> ___ <b>No</b>	
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.	___ <b>Yes</b> ___ <b>No</b>	
11. Did your company provide a "Restricted Services" exhibit, Exhibit 1?	___ <b>Yes</b> ___ <b>No</b>	
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?	_____	_____





# WAYNE STATE UNIVERSITY

## 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.

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

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

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

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

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

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

Signature \_\_\_\_\_

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

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



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## **APPENDIX 1**

**(Wayne State University Campus Map)**

**See web site:**

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

**A detailed list of Cash & Coin operated lots can be viewed at  
[http://procurement.wayne.edu/cash\\_and\\_credit\\_card\\_lots.php](http://procurement.wayne.edu/cash_and_credit_card_lots.php)**



## APPENDIX 2

### New Vendor Set-Up Requirements

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

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

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

You'll navigate through 9 separate screens

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

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

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

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



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## **APPENDIX 3**

### **WSU WAGE RATES**

**(POSTED SEPARATELY)**

**See web site:**

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



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## **APPENDIX 4**

### **DRAWINGS**

**See web site:**

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



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## **APPENDIX 5**

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



# WAYNE STATE UNIVERSITY

## STRATEGIC SOURCE AGREEMENT

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

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

1. **General Purpose:** The general purpose of this Agreement is to engage the services of the Supplier to provide **(Named\_Services)** **(Services)**, per the University Request for Proposal dated **(Quote\_Date)** (the RFP) and the Supplier's response Proposal dated **(Bid\_Date)**, and the Price Schedule attached as Exhibit C. The University has assigned **(Project\_Manager)** as the Contract Administrator. Only contract directives from the University's Procurement and Strategic Sourcing Department or the Contract Administrator shall be accepted by the Supplier. The Procurement contact for this agreement is **Robert Kuhn**, email; **Rfpteam3@wayne.edu**.
2. **General Duties of the Supplier:** The Supplier shall provide the University with **(Named\_Services)** of superior quality, at competitive pricing, as described in the Statement of Work section of the RFP, which is incorporated by reference into this Agreement. The Supplier agrees to perform such professional services with the standard of professional care and skill customarily provided in the performance of such services. The supplier agrees to perform these services to the reasonable satisfaction of the University during the term of this Agreement.
3. **Term:** The contract period shall be for an initial time-period commencing on the date of the last signature of the authorized representatives, and shall continue through **(Contract\_End\_Date)** (the "Initial Term"), with the option to renew for up to two additional one-year periods of Services (each a "Renewal Term" and together with the Initial Term, the "Term"), through **(Extension\_Date)**. Renewal is contingent upon both parties agreeing in writing to do so, based on satisfaction of the price and the Supplier's performance.
4. **The Roles and Responsibilities (Scope of Work):**  
The roles and responsibilities of the Supplier are listed in Exhibit A of this agreement.
5. **Wayne State University Wage Rates:** For construction and construction-like work, Wayne State University requires all project contractors, including subcontractors who provide labor on University projects to compensate at a rate no less than 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 6<sup>th</sup> of the month following activity, and must include the following information:

### Reports & Statistics



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

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

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

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

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

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

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

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

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

Kenneth Doherty, Associate Vice President  
Procurement & Business Services  
Wayne State University

**RFP: Fire Protection, Detection, Suppression Systems – Service and Maintenance - 2024**  
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

###### Minimum Requirement

- |  |  |
|--|--|
| 1. Commercial General Liability (CGL)<br>CGL insurance should be written on ISO form CG 00 01 (or equivalent substitute) | \$1,000,000 combined single limit<br>\$2,000,000 annual aggregate  |
| Contracts valued at \$100,000 per year or more   | Umbrella Liability per occurrence and in the annual aggregate of \$5,000,000.  |
| 2. Commercial Automobile Liability<br>(including hired and non-owned vehicles)   | \$1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate.                  |
| 3. Workers' Compensation<br>(Employers' Liability)   | Required by the State of Michigan and Employer's Liability in the amount of \$500,000 per accident for bodily injury or disease. |

##### Maximum Acceptable Deductibles

###### Type of Insurance

###### Deductible

Comprehensive General Liability	\$5,000
Comprehensive Automobile Liability	0
Workers' Compensation	0
Property - All Risk	\$1,000

##### Coverage

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

##### Certificates of Insurance

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

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

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

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

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

**Wayne State University**

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

Name: Kenneth Doherty, CPSM

Title: Associate Vice President – Procurement

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

Phone: 313-577-3756

email: ac0578@wayne.edu

**(Supplier Name)**

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

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

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

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

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

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

**Wayne State University**

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

Name: 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)*

Sample



## EXHIBIT B

### Confidentiality and Non-Disclosure Agreement

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

1) Confidential Information

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

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

2) Use of Information

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

3) Reproduction of Materials

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

4) Confidentiality

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

5) No Waiver

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



6) Supplier Employees and Agents

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

7) Breach of Contract

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

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

8) Governing Law, Modification

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

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

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **EXHIBIT C**

### **Price or Rate Structure**