



Division of Finance and Business Operations

**Request for Proposal
and Specifications for
Guard Services School of Medicine
Tolan Park Mazurek 400 Mack**

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**Wayne State University
Procurement & Strategic Sourcing**

August 7, 2023



Division of Finance and Business Operations

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

August 7, 2023

Dear Vendors:

Wayne State University invites you to participate in its Request for Proposal process to provide **Guard Services School of Medicine Tolan Park Mazurek 400 Mack**, for the **School of Medicine**, per the specifications contained herein the Request for Proposal. This service is expected to commence on **October 1, 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 **August 7, 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 **August 15, 2023, 11:00 a. m. (Eastern - Detroit Time)**.

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

Microsoft Teams Meeting
On-line or via Conference Call
[Click here to join the meeting](#)

Optionally - Dial in at +1 313-261-5339 **Conference ID: 845 211 446#**

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. Thank you for your interest in doing business with Wayne State University.

Sincerely,

Robert Kuhn
Sr. Buyer

Enclosure

RFP: Guard Services School of Medicine Tolan Park Mazurek 400 Mack

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Schedule B	Insurance Requirements
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VENDOR CREATED EXHIBITS - TO BE SUBMITTED WITH VENDOR PROPOSAL

VENDOR Exhibit 1	Exceptions / Restricted Services
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APPENDICES

Appendix 1	Wayne State University Map – (see website: http://campusmap.wayne.edu)
Appendix 2	New Vendor Set-Up Requirements
Appendix 3	WSU Wage Rate Schedules
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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 **Guard Services School of Medicine, Tolan Park, Mazurek Educational Commons, and 400 Mack** 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 October 1, 2023.**

The contract(s) will be for a three-year 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, Sr. Buyer**, Email; Rfpteam3@wayne.edu. The deadline for questions is **August 18, 2023, 12:00 noon**. Under no circumstances may a VENDOR contact other individuals at the UNIVERSITY, or its consultants to discuss any aspect of this RFP, unless expressly authorized by Procurement & Strategic Sourcing to do so.

II. INFORMATION FOR VENDOR

A. 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	August 7, 2023
Mandatory Pre-Proposal meeting	Procurement /Evaluation Team (ET)/VENDORS	August 15, 2023 11:00 a. m.
Questions due to Procurement & Strategic Sourcing	VENDORS	August 18, 2023 - 12 Noon
Delivery of Proposals are by electronic submission on August 28, 2023. The link for bid submission will be posted with the bid details at http://go.wayne.edu/bids .	VENDORS	August 28, 2023, by 2:00 p.m.
Evaluation of Proposals (clarifications & negotiations)	Procurement / E	August 29, 2023
Announcement of Selected VENDOR	Procurement	Week of September 15, 2023
Readiness for Service/Contract Commencement	VENDORS	October 1, 2023
Project Completion	VENDORS/ET	September 30, 2026

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, **August 14, 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 **August 15, 2023, 11:00 a. m. (Eastern - Detroit Time)**. Vendors who would like to participate in the pre-proposal meeting via a TEAMS Video Conference or Conference Call, may do so via the information below:

Microsoft Teams Meeting
On-line or via Conference Call
[Click here to join the meeting](#)

Optionally - Dial in at +1 313-261-5339 Conference ID: 845 211 446#

During this meeting, we will answer any questions you may have to clarify any ambiguities in this Request for Proposal. Answers to questions that cannot be answered during this meeting will be put into an Addendum and emailed to all VENDORS and posted to the University website as soon as they are obtained. Each proposal submitted shall list all addenda, by numbers, which have been received prior to the time scheduled for receipt of proposal.

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



D. Examination of the Request for Proposal

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

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

E. 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 **August 7, 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, Sr. Buyer**
Wayne State University
RFP: Guard Services School of Medicine Tolan Park Mazurek 400 Mack

The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **August 7, 2023**.

Deadline for receipt of proposals by Procurement & Strategic Sourcing is, **August 28, 2023 , by 2:00 p.m. (local time)**. **Proposals received after that time will not be accepted.** No details of the proposal will be divulged at the time of opening.

F. Proposal Format

Proposals are limited to **25 pages total**, one sided, and eleven (11) point font. (This is inclusive of all required documents and schedules and any optional material included at the discretion of the respondent, but tab sheets and the cover pages do not count in the overall document count.)

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

University Provided Schedules (provided in this package)

- Schedule A - Proposal Certification, Non-Collusion Affidavit, VENDOR Acknowledgements
- Schedule B - Insurance 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.
 - 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 **School of Medicine**. 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 October 1, 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: Guard Services School of Medicine Tolan Park Mazurek 400 Mack
Procurement & Strategic Sourcing
5700 Cass Avenue, 4th Floor - Suite 4200 AAB
Detroit, MI 48202

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

2. Experience

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

3. References

Upon request, **VENDOR must agree to provide** a minimum of **three (3) qualified references**. Requests for references will come from **Robert Kuhn, Sr. 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.
- 7.

III. SCOPE OF WORK AND PROJECT REQUIREMENTS

A. Project Requirements and Specifications:

The UNIVERSITY requires professional security guard services for the School of Medicine (Scott Hall), located at 540 E. Canfield, Detroit, MI. Security guard coverage for Scott Hall is in three shifts, 24 hours a day, 7 days a week.

Mazurek Education Commons (Mazurek) located at 320 E. Canfield and coverage is based on Shiffman Medical Library hours. Currently hours consist of 8:00 a.m. – 5:00 p.m. Monday – Thursday and 8:00 a.m. – 9:00 pm Friday for a total of 49 hours per week.

Tolan Park Medical Bldg. (Tolan Park) located at 3901 Chrysler Service Dr. and coverage is based on Clinic and occupancy hours. Currently hours consist of 7:00 am-7:00 pm M-F & 7:00am-12:30pm on one Sat./month

400 Mack Wayne Health Clinic and Offices located at 400 Mack Ave. and coverage is based on Clinic and occupancy hours. Currently hours are 7:00 am-7:00 pm M-F

Note:

1. Both Tolan Park and 400 Mack sometimes request additional guard service for special events or additional clinic times on Saturdays. We currently arrange for extra guard service only when they request it. This will continue to be the case in the upcoming year.
2. We are currently looking at the feasibility of making Scott Hall a card swipe building after hours, on weekends and during holidays. If this happens the number of shifts at Scott Hall may change. This will not happen prior to the new contract starting – best guess is that if changes in shifts happen it will be within six months to a year.

The University reserves the right to alter the hours we need (either up or down) without penalty.

B. Time Periods

The Agreement has the potential to cover a period of up to 3 years with the University having the option to renew for 2 additional 12-month periods. The initial probationary period would be for ninety days, commencing on or about **October 1, 2023**.

Should VENDOR performance prove to be satisfactory during this period, services will continue through **September 30, 2026**.

C. Compensation and Rates

VENDOR is to quote its rates for guard services in accordance with specifications set forth in this request for proposal. Rates are to be stated on the attached Cost Schedules, Schedules C.1. All prices and rates quoted are to be guaranteed to be firm for the first 12 months of the agreement. Vendors are to show their maximum percent of increase for each subsequent year.

D. Service Response Time

State what provisions you have for the UNIVERSITY to contact your office 24 hours a day. Specify the name and title of the individual(s) contacted for routine servicing and/or emergency situations.

Should an answering service or answering device be used by the VENDOR for this purpose, specify your guaranteed turnaround time for responding to UNIVERSITY calls. Define what you consider to be emergencies and what is considered routine.



State your contingency plan to provide necessary temporary or permanent staff replacements in the event of absences, turnover, etc.

E. Staff Requirements

Staff requirements for Scott Hall are 3 security officers, one person per shift, and one supervising officer. Current staffing is three security officers and one supervising officer.

Note: Supervising Officer must be scheduled from Monday thru Friday, day shift.

Scott Hall Shifts cover 24 hours a day, seven days a week as follows:

7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m.
11:00 p.m. - 7:00 a.m.

Total weekly hours: - 168

***Mazurek** shifts cover days as follows:

8:00 a.m. – 5:00 p.m. Monday – Thursday
8:00 a.m. – 5:00 p.m. – Friday 1st shift
5:00 p.m. – 9:00 p.m. Friday 2nd shift

Total weekly hours = 49 hours per week

****Tolan Park** shifts cover days as follows:

M – F 7:00 a.m. – 7:30 p.m.
One Saturday/month – 7:00 am – 12:30 p.m.

Total 62.5 hours per week
Total 68 hours per week with one Saturday/month

****400 Mack** shifts cover days as follows:

7:00 a.m. – 7:00 p.m. Monday – Friday

Total 60 hours per week

***WSU holidays excluded, subject to Shiffman Library hours.**

**** WSU holidays excluded, subject to Clinic hours.**

VENDORS are to state contingency plans to provide necessary temporary or permanent staff replacements in the event of absences, turnover, etc. Guards are not to be scheduled for overtime, nor is the UNIVERSITY responsible for cost due to irregular shift change.

F. Service Requirements

JOB DUTIES

The prime responsibility of the guard is to augment the security system of Scott Hall School of Medicine, the Mazurek Educational Commons, Tolan Park and the 400 Mack Building by his / her general surveillance of the main entrances and corridor areas, and by calling for assistance from Public Safety (313-577-2222) when needed.

Surveillance shall include screening of all persons entering the buildings to assure they are authorized as well as visual surveillance of the lobby and first floor corridors in the elevator areas. Surveillance also includes electronic monitoring **from the Scott Hall location of the ramp, perimeter sidewalks and dock area** (via camera & monitors).

The guard shall not attempt to apprehend violators or physically enforce rules, but shall call Public Safety (313-577-2222) when there is a real or threatened breach of security or when an emergency arises.



The guard shall provide reasonable assistance to visitors and authorized occupants. Included in the specific duties are the following:

a. Uniforms

All guards are expected to report for duty in full uniform. Also, they are expected to remain in full uniform until their shift ends and they are relieved.

b. Shift Changes

If the scheduled relief guard does not appear as prearranged, report this to Security Agency. **DO NOT LEAVE THE BUILDING UNATTENDED.** Guards will report to Public Safety at least 1-2 times a shift during off hours (6:00 p.m. – 7:00 a.m. M-F & all day Sat & Sun).

c. Identifications

Check all persons seeking entry to the building for proper identification. ID cards should be requested if not properly displayed. Medical staff with hospital ID, students and University employees are permitted in the buildings. Between the hours of 5:00 p.m. and 7:00 a.m. Monday – Friday all day Saturday/Sunday entrance with One Card may be required to swipe card reader to enter **Scott Hall**. No unauthorized persons are permitted in the building for use of the restrooms, or cafeteria. In **Mazurek**, public access to Shiffman Medical Library is allowed during regular library hours. Access to the 2nd floor is restricted to card access or pre-approved visitors.

d. Visitors

Offer assistance to those without proper identification and check to see if they have a legitimate reason for entering. Request who it is they are here to see. Make certain that guests sign in and out. Maintain an accurate visitor's log. Person's (non-medical students or non-Scott Hall staff members) are not permitted in Scott Hall after hours (6:00 p.m. to 6:00 a.m.) for use of cafeteria, study purposes or any other use of the Medical School facilities.

e. Equipment Removal

Request an authorization slip for any equipment being removed from the building.

f. Emergencies

Report all emergencies first to Public Safety and then to the Facilities & Support Services Office. If guard is aware of disturbance inside the building or outside on the grounds, he/she must immediately notify Public Safety (313-577-2222) of:

- (1) The exact location
- (2) The number of people involved
- (3) The descriptions of individuals (if possible)
- (4) The descriptions and details of vehicles (if possible)
- (5) The nature of problem

Report non-emergency problems directly to the Facilities & Support Services office.

g. Report Forms

Complete an **incident report** form of any incidents that occur during your shift and turn in to the Facilities & Support Services office.

h. Surveillance

Maintain general surveillance for the lobby and main elevator corridor areas. Monitor **Scott Hall** surveillance cameras at dock doors, receiving ramp and perimeter sidewalks. Allow electronic access to properly identified individuals (Buzz them in). Report any breach of security immediately to Public Safety.



i. Socialization

Refrain from general discussion with students and employees. Maintain alert attention to prescribed duties.

j. Breaks

If it becomes necessary to leave the immediate area for more than a few minutes, notify the Facilities & Support Services office during the day, and Public Safety at night and on weekends. After hours, the sign provided at the guard's desk should be posted on the front door to notify occupants. 5 MINUTE MAXIMUM. (Meals and breaks are to be taken at the guard's post).

k. Parking

Special Guest Parking is allowed in the area south of Scott Hall by prior reservation with the Facilities & Support Services Office only. A current parking list is provided on a daily basis. There is a 15 MINUTE MAXIMUM for vehicles making deliveries or pickups.

l. Sleeping / Drinking

Anyone on duty found sleeping, drinking alcoholic beverages or otherwise detected to be under the influence of alcohol or drugs **Will Be Released Immediately!**

m. Door Locks

The front doors of **Scott Hall** (#1, 2 & 3) should be locked by the guard during the following times:

Monday through Friday	6:00 p.m. - 7:00 a.m.
Saturday and Sunday	All Day

(If the UNIVERSITY activates One Card access, door #4 will also be locked).

Doors at **Mazurek** are unlocked remotely by Public Safety during Shiffman library hours while the guard is there.

Doors at **Tolan Park** are unlocked when guard arrives and locked when the guard leaves remotely by Public Safety.

n. Guard's Phone

The phone located at the guard's desk is to be used for the reasons listed below only:

- (1) For the guard to call Public Safety;
- (2) For Public Safety to call the guard;
- (3) For the guard to call the Security Agency;
- (4) For the Security Agency to call the guard;
- (5) For building occupants to contact the guard in case of emergencies;
- (6) For the guard to contact occupants concerning express mail deliveries (Please see below).

No other calls are allowed. The phone is monitored for outside calls. Abuse of telephone may result in dismissal of guard.

o. Express Mail Deliveries

When express mail is delivered after hours, an attempt should be made to contact the person by calling the office number. If you are unable to contact the recipient, **DO NOT** accept delivery. Express mail packages should be signed for by the persons to whom they are addressed. During



regular working hours, express mail deliveries should be directed to the Facilities & Support Services Office (1102 Scott Hall).

p. Electronic Systems

Updated Electronic system Security sheets with information on Electronic Doors; and Fire Alarms, will be posted at Security Station.

q. Trash

The waste basket at the guard's desk will be emptied once per day by the daytime custodial on duty. Do NOT empty or remove the waste basket.

s. Dry Ice

The dry ice log and key will be kept at the guard's desk during off hours for the convenience of the users. It is the guard's responsibility to maintain the log book and secure the key during non-business hours.

t. Keys

Any conference room keys that are turned in after regular business hours should be deposited in the drop box at the Facilities & Support Services Office (1102 Scott Hall).

u. Pets

For protection and safety purposes, family pets are not allowed in the building.

v. Personal T.V's & Radios

Radios are allowed at the guard post between the hours of 6:00 p.m. and 6:00 a.m. The volume must be kept at a minimum. TV's and other forms of entertainment are not allowed. The radio equipment must not distract from the guard's regular duties.

w. Lost & Found

Items turned in to the guard's desk should be relinquished to the Facilities & Support Services Office at the first possible opportunity. **DO NOT KEEP ITEMS AT THE GUARD'S DESK.**

THE GUARDS SHALL BE ACCOUNTABLE TO THE FACILITIES & SUPPORT SERVICES OFFICE AT SCOTT HALL FOR THE ABOVE PRESCRIBED DUTIES AND ANY OTHERS WHICH MAY BE ASSIGNED.

TOLAN PARK JOB DUTIES:

The prime responsibility of the guard is to augment the security system of Tolan Park by his/her general surveillance of the main entrance and by calling for assistance from WSU Police Department (313) 577-2222 when needed.

Surveillance shall include visual screening of all persons entering the building to assure they are authorized as well as visual surveillance of the lobby and parking lot. Surveillance also includes electronic monitoring via cameras and monitors. Guards on duty will be responsible for rebooting of computer when necessary due to maintenance or power failures. Knowledge of basic computer functions is required.

The guard shall not attempt to apprehend violators or physically enforce rules but shall call WSU Police Department (313 577-2222) when there is a real or threatened breach of security or when an emergency arises. Do NOT leave the desk to follow a visitor. If there is an issue contact the building occupant and advise. If the building occupant feels it is necessary, contact WSU Police.

The guard shall provide assistance to patients and authorized occupants.

Included in the specific duties are the following:

Hours of Service

Standard hours of service for guards will be 7:00 AM – 7:30 PM, Monday – Friday. There will be occasional need for guards on Saturdays, arrangements for those days will be made in advance as needed. Saturday shift, if needed is, generally 7:00 AM – 12:30 PM

Uniforms

All guards are expected to report for duty in full uniform. Also, they are expected to remain in full uniform until their shift ends and they are relieved.

Shift Changes

If the scheduled relief guard does not appear as prearranged, report this to your site supervisor. **DO NOT LEAVE THE BUILDING UNATTENDED.** Report to your site supervisor at the beginning and end of each shift. The University is not responsible for overtime.

ID's

Check all persons seeking entry to the building for proper identification. ID cards should be requested if not properly displayed. Medical staff with hospital ID, students and University employees are permitted in the building between the hours of 7:00 a.m. & 7:00 p.m. Monday – Friday. No unauthorized persons are permitted in the building for use of the restrooms or facilities.

Visitors/Patients

Offer assistance to those without proper identification and check to see if they have a legitimate reason for entering. Request who it is they are here to see. Patients and visitors are NOT required to sign in.

Building Issues

Report all building emergencies to the property manager, Justin Duncan with Colliers at (248) 226-1626 or his assistant Shanon Johnson at (248) 226-1620. At times, Justin will have contractors who need access to the lockbox behind the desk. Access code is 5249.

Emergencies

Report all other emergencies first to WSU Police Department and then to LaGarda dispatch at (810) 217-0344. If guard is aware of a disturbance inside the building or outside on the grounds, he/she must immediately notify WSU Police Department (313) 577-2222 of:

- 1) exact location
- 2) number of people involved
- 3) descriptions of individuals (if possible)
- 4) descriptions and details of vehicles (if possible)
- 5) nature of problem

Report non-emergency problems directly to your site supervisor.

Report Forms

Complete an incident report for any incidents that occur during your shift and turn it in to your site supervisor. Also make sure a copy is sent to Facilities & Support Services (1102 Scott Hall) for their records.

Surveillance

Maintain general surveillance for main lobby and elevator area. Monitor surveillance cameras for the building and parking lot. Report any breach of security immediately to WSU Police Department.

Socialization

Refrain from general discussion with employees and visitors. Maintain alert attention to prescribed duties.

Breaks

Three 15 minute breaks are allowed Monday – Friday. One at 10:00 a.m. one at 1:30 p.m. and one at 4:30 p.m. at which time the desk will be unattended. Before the guard goes on breaks they should raise the gates and put up the sign that they are on break. 15 MINUTE MAXIMUM. If a Saturday shift is required there will be one 15 minute break allowed at 10:00 a.m. with the same rules as during the week.

Parking

Parking is provided free of charge in lot. Visitors will need a code (1234) to exit which should be provided by the building occupants.

Sleeping / Drinking



Anyone on duty found sleeping, drinking alcoholic beverages or otherwise detected to be under the influence of alcohol or drugs WILL BE RELEASED IMMEDIATELY!

Door Locks

Front doors should be locked remotely by WSU Police at 7:00 p.m. Monday – Friday. Doors will remain locked until shift starts at 7:00 a.m. Monday – Friday. Do not leave building unless doors are secured. Contact WSU Police immediately for any problems.

Guard's Desk Phone

The phone is a voice over IP (computer line) phone. You must dial 9 and the area code to make any call outside the university. If you are dialing a university number (one that starts with 577, you can reach that number by just dialing the last 5 digits of the phone number.

The phone located at the guard's desk is to be used for the reasons listed below only:

- 1) For the guard to call WSU Police.
- 2) For WSU Police to call the guard.
- 3) For the guard to call the site supervisor or security agency.
- 4) For the site supervisor or security agency to call the guard.
- 5) For building occupants to contact the guard.
- 6) For the guard to contact building occupants.

No other calls are allowed. The phone is monitored for outside calls. Abuse of the telephone may result in dismissal of guard.

Pets

For protection, health and safety purposes, family pets are not allowed in the building.

400 MACK JOB DUTIES

- All guards will assist patients entering the building with directions to the appropriate clinic.
- Call Wayne State Police at (313) 577-2222 for any emergency.
- Any package deliveries for Wayne Health should be delivered directly to the 2nd floor clinic. Wayne Peds deliveries should be sent directly to the clinic on the 1st floor. Any deliveries that cannot be delivered to the clinics should be put into security office for pick up by Wayne Health couriers or Wayne Peds personnel. DO NOT SIGN FOR ANY PACKAGES.
- Wayne Health couriers are Kendall Reed (313) 283-8625 or Mark Amos (313) 942-2677.

Morning shift is from 7:00 am – 1:00 pm (guard should not leave until afternoon guard is on site)

One 15 minute break at 10:00 am. (Vending machines and break room on 1st floor at rear of building for employees only)

- If guard gets there before the gates are open, the guard is to open both the Brush St. and Mack gates. Open the lockbox by entering code (7352) remove key to open gates and return key and secure lockbox.
- Afternoon shift is 1:00 pm – 7:00 pm
- One 15 minute break at 4:00 pm. (Vending machines and break room on 1st floor at rear of building for employees only)
- Front doors lock at 6:30 pm at which time the guard will walk the entire building before leaving for the night. The guard should not leave if the front door is not locked. Call Wayne State Police at (313) 577-2222 if the doors do not lock at 6:30 pm.
- If there are any patients left in the building the guard will make sure the clinic is notified before leaving the front lobby.
- Guard will start on the second floor and walk the full perimeter making sure there is no one in the building that should not be there and all data closets are closed.
- Guard will then follow the same procedure on the first floor and basement. Guard can leave once the entire building has been checked and is secure.
- Custodians arrive around 6:00 pm and will secure the gate when they leave.

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 paper copy will govern if any discrepancies exist between the paper copy and electronic version.

D. Pricing Variances

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

E. Certification, Affidavit, and Acknowledgements

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

F. Publicity

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

G. Freedom of Information Act / non-Confidentiality

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

H. Credit References

From time to time, the University is asked to provide credit and business references to potential new Vendors. In the event your

company is awarded a contract as a result of your response to this RFP, the University would like the option to include your company as a future reference.

I. Insurance Requirements

The University requires Certificates of Insurance per Schedule B for the following types of work: 1) For any and all construction or 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.

The University is a member of the Michigan University Self Insurance Corporation (MUSIC). Insurance requirements for Wayne State work are based on the products or services provided. To determine the proper level of insurance, see the MUSIC requirements at

[Insurance Requirements for the Michigan University Self-Insurance-Corporation \(MUSIC\) .pdf](#)

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 **MUSIC 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
**Guard Services School of Medicine Tolan Park
Mazurek 400 Mack
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

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: Guard Services School of Medicine Tolan Park Mazurek 400 Mack
and any Amendments, Thereto

Dated: August 7, 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 **August 7, 2023**, except as noted in Exhibit 1, the "**Restricted Services/Exceptions to RFP**" section of the Proposal. If there are no modifications, deviations or exceptions, indicate "None" in the box below:

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



NON-COLLUSION AFFIDAVIT

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

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

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

CONFLICT OF INTEREST

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

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

Company Name: _____
Address: _____

Telephone: (_____) _____
Email address: _____
Submitted by: _____
Signature _____

(Title) (Date)

Schedule B

Insurance Requirements (Rev 2-2015)

For this project, Insurance is **Required**

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

The University is a member of the Michigan University Self Insurance Corporation. Insurance requirements for Wayne State work are based on the products or services provided. To determine the proper level of insurance, see the MUSIC requirements at

[Insurance Requirements for the Michigan University Self-Insurance-Corporation \(MUSIC\) .pdf](#)

An example of requirements is shown below, and matches the requirements for Amusement & Game Activities, the first category listed on the MUSIC schedule.

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:

Schedule B

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

Wayne State University
Enterprise Risk Management & Insurance Programs
5700 Cass Avenue, Suite 4622 AAB
Detroit, MI 48202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Schedule C

(Cost Schedule; Compensation and Fees)

See website:

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



WAYNE STATE UNIVERSITY

SCHEDULE D - SUMMARY QUESTIONNAIRE

	YES	ALTERNATIVE
1. Can your company commence on or before October 1, 2023?	_____	_____
2. Did you attend the Mandatory Pre-Proposal meeting on August 15, 2023?	_____	_____
3. Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, Schedule A?	_____	_____
4. If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements as outlined in Schedule B?	_____	Required
5. Did your company complete and provide the Summary Price Schedule C , and submit it electronically? (Zip Files are not acceptable)	_____	_____
6. Did your company complete and submit Vendor Set-Up Documents as listed in Appendix 2?	_____	_____
7. Please complete the following: Total number of employees in your company Total years in business under this company name	_____ _____ _____	_____ _____ _____
8. Are you or any Officer, Owner or Partner in this company an employee of Wayne State University, or have you been an employee within the past 24 months? If Yes, explain in Exhibit 1.	___ Yes ___ No	
9. Are any family members of any Officer, Owner or Partner in this company employees of Wayne State University? If Yes, explain in Exhibit 1.	___ Yes ___ No	
10. Did your company provide a "Restricted Services" exhibit, Exhibit 1?	___ Yes ___ No	
11. Does your company agree to provide a minimum of 3 references to the University upon request, with specific contact names and phone numbers?	_____	_____
12. Does your company agree to provide a list of lost accounts in excess of \$25,000, if any?	_____	_____
13. For any construction or installation work, did your company quote services at WSU Wage Rates and clearly indicate such in your proposal?	_____	_____
14. If awarded an agreement as a result of this RFP, is your company willing to serve as a future credit reference for the University?	_____	_____
15. Does your company agree to comply with the University Smoke and Tobacco Free Policies?	_____	_____

16. ADDENDA:



WAYNE STATE UNIVERSITY

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)



WAYNE STATE
UNIVERSITY

APPENDIX 1

(Wayne State University Campus Map)

See web site:

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

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



APPENDIX 2

Supplier Set-Up Forms

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

[New Vendor Request – Businesses Form](#)

[W9 – Link to the IRS Form](#)

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

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



WAYNE STATE
UNIVERSITY

APPENDIX 3

WSU WAGE RATES

(POSTED SEPARATELY)

See web site:

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



WAYNE STATE
UNIVERSITY

APPENDIX 4

DRAWINGS

NOT APPLICABLE



WAYNE STATE
UNIVERSITY

APPENDIX 5

WAYNE STATE UNIVERSITY STRATEGIC SOURCE AGREEMENT



WAYNE STATE UNIVERSITY

STRATEGIC SOURCE AGREEMENT

This Agreement, effective as of _____ (the "Effective Date"), is made by and between Wayne State University, 5700 Cass Avenue, suite 4200, Detroit, Michigan 48202, a constitutional body corporate of the State of Michigan ("University") and, (**Supplier_Name**), (**Supplier_Address**), (**Supplier_City_State_Zip**), ("the Supplier")

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

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 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 6th of the month following activity, and must include the following information:

Reports & Statistics

- Quantity and total value of all product being sold & installed

- Total value of tier 2 purchases obtained from Diverse Businesses (M/W/DBE)
- _____
- _____

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

9. **Purchase Orders:** Orders will be placed for goods, services or projects as the need arises, or will be issued as blanket orders for each individual fiscal year. Each order will be placed on a University Purchase Order generated through our WayneBuy system. All subsequent invoices, packing tickets, and other correspondence related to the individual order are to include the unique PO number.
10. **Invoicing:** Deliveries or services shall be invoiced on an individual basis and shall be due thirty (30) days after University's receipt and approval of invoice. The invoices must reference the PO number and be submitted to the University's Accounts Payable department via email address: **wsuinvoices@wayne.edu**.
11. **ACH Payments:** ACH payments are both faster and less costly for Suppliers and the University. As a result, this is the University's preferred payment method. The Supplier is expected to enroll in the University's ACH program. The ACH payment agreement form can be downloaded at **https://disbursements.wayne.edu/files/ach_payment_agreement_form.pdf**. The completed form should be digitally signed or signed & scanned, and sent to **vendorach@wayne.edu**.
12. **Tax Exempt:** Wayne State University is a tax-exempt institution. The Supplier shall include in its proposal and make payment of all Federal, State, County and Municipal taxes, including Michigan State Sales and Use Taxes, now in force or which may be enacted during the progress and completion of the work covered. Information regarding the State of Michigan sales and use tax laws related to construction or other similar work can be found in SOM Revenue Administrative Bulletin 2016-18.
13. **eProcurement Requirements:** The University has implemented an eProcurement platform. The Supplier will work in close cooperation with the Procurement Department to adapt to the eProcurement program as required by the University.
14. **Annual Price Increases:** All prices quoted must be firm through September 30, 20____. If a price increase is required at the end of periods two or three, the Supplier must have their request in writing to the 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: Guard Services School of Medicine Tolan Park Mazurek 400 Mack
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)
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 |
| 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
(including hired and non-owned vehicles) | \$1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate. |
| 3. Workers' Compensation
(Employers' Liability) | Required by the State of Michigan and Employer's Liability in the amount of \$500,000 per accident for bodily injury or disease. |

Maximum Acceptable Deductibles

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