Request for Proposal

and Specifications for

Campus-Wide Space Analysis and Master Plan

Wayne State University
Procurement & Strategic Sourcing

April 9, 2018
Dear Vendors:

IMPORTANT – PLEASE NOTE: Bid notices will be sent only to those Vendors registered to receive them via our Bid Opportunities Listserv service. To register, visit http://go.wayne.edu/bids, and click on the “Join our Listserv” link at the top of the page. Instructions are at the top of the page.

Wayne State University invites you to participate in its Request for Proposal process to provide Campus-Wide Space Analysis and Master Plan, for the Facilities Planning & Management Department, per the specifications contained herein the Request for Proposal. This service is expected to commence approximately June 18 – June 22, 2018.

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 April 9, 2018. 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, you and/or responsible representatives of your organization must attend our mandatory pre-proposal meeting to be held on:

April 23, 2018, 10:00 AM (EST)
Academic Administrative Building
5700 Cass Avenue
Conference Room 4002
Detroit, MI 48202

For your convenience, a map of the University and appropriate parking lots can be downloaded and printed from: http://campusmap.wayne.edu. Guest parking in any of the University student and guest lots is $7.75. A detailed list of Cash & Credit Card operated lots can be viewed at http://procurement.wayne.edu/cash_and_credit_card_lots.php. Cash lots dispense change in quarters. Due to time constraints, Vendors are encouraged to avoid parking at meters on the street (especially blue “handicapped” meters). Please confirm your participation and/or attendance at the mandatory pre-proposal meeting by emailing your intent to participate (or not to participate) by sending Appendix 2 to Valerie Kreher at rfpteam2@wayne.edu no later than 12:00 noon on April 20, 2018.

Conference Call

** Vendors who would like to call into the meeting complete via Conference Call must complete the Registration Form (Appendix 2) enclosed with the RFP.

We hope to see you at the mandatory pre-bid meeting. Please bring a copy of this Request for Proposal for your reference during the meeting. Should you have any questions or concerns about this invitation, please contact me at (313) 577–3720, or email: rfpteam2@wayne.edu. Thank you for your interest in doing business with Wayne State University.

Sincerely,

Valerie Kreher
Senior Buyer

Enclosure
Cc: Leian Day
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- VENDOR Exhibit 3, Service Plan
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- **Appendix 1** Wayne State University Map – (see website: http://campusmap.wayne.edu )
- **Appendix 2** Registration/Intent Form
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 is classified by the Carnegie Foundation for the Advancement of Teaching as RU/VH (Research University, Very High research activity), a distinction held by only 2.3 percent of institutions of higher education in the United States. It has 13 colleges and schools and offers more than 380 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 Campus-Wide Space Analysis and Master Plan 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 June 18 – June 22, 2018 and be completed by May 2019.

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 Valerie Kreher, Senior Buyer, Email; rftp2team2@wayne.edu and to Leiann Day, Associate Director, Email; leiann.day@wayne.edu. Copy both Valerie Kreher and Leiann Day on all E-Mail questions. The deadline for questions is April 30, 2018, 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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Formal Release of RFP</td>
<td>Purchasing (PD)</td>
<td>April 9, 2018</td>
</tr>
</tbody>
</table>
C. Mandatory Pre-Proposal Meeting

You must attend a mandatory Pre-Proposal Meeting on April 23, 2018 at 10:00 AM (EST) at the Academic Administrative Building, 5700 Cass Avenue, Detroit, MI 48202, Conference Room 4002, Detroit, MI 48202, as a condition for submitting a proposal.

Pre-registration for the meeting is to be made on or before Noon on April 20, 2018. Please email Appendix 2 to attention of Valerie Kreher at rfpteam2@wayne.edu to confirm your attendance.

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 emailed to all VENDORS and posted to the University website as soon as they are obtained.

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 (10-30-2009)

An original (clearly marked as such) plus one copy (2 total) of concise proposals in booklet or notebook form with supporting documentation shall be delivered in a sealed envelope or container to UNIVERSITY Procurement & Strategic Sourcing.

In addition, an electronic version is required, which should be submitted to our secure mailbox at rfp@wayne.edu and be sure your subject line reads "(company name) RFP Campus-Wide Space Analysis and Master Plan Response". 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. If you do not receive an auto-reply message, check the address you used and resubmit your Proposal. However, in the event a discrepancy exists between the electronic submission and the original copy of the Vendor’s Response Proposal, the original copy will prevail.

Please note – Your RFP submission is not valid unless we receive both the hard copy and the electronic copy on or before the due date and time.

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 addressed to:

ATTN.: Valerie Kreher, Senior Buyer
Wayne State University
RFP: Campus-Wide Space Analysis and Master Plan
5700 Cass Avenue, 4th Floor - Suite 4200 AAB
Detroit, MI 48202

And: E-mail a copy to RFP@wayne.edu / Subject line: “(company name) RFP Campus-Wide Space Analysis and Master Plan Response”.

Deadline for receipt of proposals by Procurement & Strategic Sourcing is, May 7, 2018 by 4:00 p.m. (local time). Date and time will be stamped on the proposals by Procurement & Strategic Sourcing. 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 30 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:

Schedules (provided in this package)

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule A</td>
<td>Proposal Certification, Non Collusion Affidavit, VENDOR Acknowledgements</td>
</tr>
<tr>
<td>Schedule B</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>Schedule C</td>
<td>Cost Schedule, Summary of Quoted Rates</td>
</tr>
<tr>
<td>Schedule D</td>
<td>Summary Questionnaire</td>
</tr>
</tbody>
</table>

Exhibits (created by Vendors as needed)

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit 1</td>
<td>Exceptions/Restrictions; if any (Section II G)</td>
</tr>
<tr>
<td>Exhibit 2</td>
<td>Profile / Experience / References (Section II H)</td>
</tr>
<tr>
<td>Exhibit 3</td>
<td>VENDOR Service Plan (Section III)</td>
</tr>
</tbody>
</table>

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 Standard Service Provider 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 Facilities Planning & Management. 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 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 June 18 – June 22, 2018.

**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 as related to the Wayne State University account.

**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, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University
**RFP: Campus-Wide Space Analysis and Master Plan**
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 **Valerie Kreher, Senior Buyer**, and will be treated as confidential and not added to the publicly permanent RFP file.

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

**Failure to agree to this will result in disqualification of your bid (see Schedule D).**

4. **Lost Accounts and Legal Actions**

Upon request, **VENDOR must agree to provide** a list of significant accounts that the VENDOR has lost during the past three (3) years. “Significant” for this purpose shall be construed to mean accounts representing billings by the VENDOR in the range of $25,000.00 or more each year. **A lost account can be defined when the vendor has been terminated on a job because of performance or default.** Contact names and telephone numbers of affected Companies must be provided.

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

I. **VENDOR Service Plan**

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

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

i. Instructions to Professional

Wayne State invites teams to submit proposals to provide all necessary professional consulting services, including specialty consultants. This Request for Proposal (RFP) defines the requirements and expectations of the project, the expected contract environment, and guideline for the preparation of proposals for the University’s use in selecting a firm for the project. Enclosed is the registration, which is the confirmation of your intent to participate.

In addition, an electronic version is required, which should be submitted to our secure mailbox at rfp@wayne.edu and be sure your subject line reads “(company name) RFP Campus-Wide Space Analysis and Master Plan Response”. The electronic submission should be limited to no more than one of each of the following types: 1 PDF document and/or 1 Word Document and/or 1 Excel Workbook, with a total file less than 20 megabytes. If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your Proposal. If you do not receive an auto-reply message, check the address you used and resubmit your Proposal. However, in the even a discrepancy exists between the electronic submission and the original copy of the Vendor’s Response Proposal, the original copy will prevail.

Proposals Shall be addressed to:

Campus-Wide Space Analysis and Master Plan
Project No. 999-313579
Valerie Kreher, Senior Buyer
Academic/Administration Building
Wayne State University (Purchasing Department)
5700 Cass Avenue, 4th Floor – Suite 4200
Detroit, Michigan 48202

And E-mail a copy to RFP@wayne.edu/
Subject line: “(company name) RFP Campus-Wide Space Analysis and Master Plan Response”

ii. Project Scope

1. Overview

1.1 Space Analysis

Wayne State University is seeking consulting services for a comprehensive space analysis of its campus facilities. This effort will be the key quantitative driver behind the master planning process. The consultant, with the assistance of Facilities Planning and Management, will validate and refresh a department-by-department space inventory. To this end, the consultant will work with assigned representatives within each college, school, and division to obtain valuable space information and full-time equivalent counts from each department.

Currently the university has a total of 125 buildings, representing 10,858,715 square feet (net). There are 13 schools and colleges, 43 divisions, and over 250 departments. Space is generally divided as follows in these functional categories:

- Classroom – 545,338 sq. ft. (net)
- Laboratory – 1,091,213 (net)
- Office – 1,347,366 sq. ft. (net)
- Study – 395,863 sq. ft. (net)
- Special Use – 290,479 sq. ft. (net)
- General Use – 418,803 sq. ft. (net)
- Support Facilities – 2,913,311 sq. ft. (net)
- Health Care – 34,720 sq. ft. (net)
- Residential – 763,055 sq. ft. (net)
- Non-Assignable – 3,058,567 sq. ft. (net)
The findings of the space analysis will form the basis of an updated master plan and subsequent capital project planning. It will also reveal opportunities to improve spaces to meet departmental needs and utilize data for informing decision making around space planning.

1.2 Master Plan

Wayne State University is soliciting professional planning consulting services for the comprehensive development of a campus-wide master plan. It is envisioned that the plan will provide clear direction on the physical improvement and expansion of the University's facilities, and further, accommodate for unanticipated conditions. It is expected that this effort will inform the content of future Capital Outlay Plans and Project Requests for several years to come. The master plan will not only study new construction space needs, but also needs for refurbishment of existing space.

This plan will dovetail with the Distinctively Wayne State University, Strategic Plan 2016-2021 (http://strategicplan.wayne.edu/download/strategic-plan.pdf), which establishes the University's vision, mission, and values that drive all institutional priorities. Specific initiatives will be identified through the master planning process, drawing from the feedback of constituent groups and tying back to the Strategic Plan. The selected consultant team will not only be the preparer of deliverables, but the facilitator, specialist, analyst, bench-marker, provider of process, and identifier of key decision point needs. The consultant team provides the options and articulates the trade-offs.

All recommendations born of the master planning process must be predicated on data and precedent where it is available, and by professional judgement where not. The consultant shall work closely with Wayne State to obtain necessary data and identify appropriate decision makers. A strong working relationship between the consultant and university will be key to the creation of realistic recommendations.

The plan must be delivered in a modifiable format that can be updated by Wayne State and/or others at periodic intervals and as future initiatives find necessary. The final report should also be attractive, clearly written, and illustrative so as to fully convey the vision and lasting spirit of Wayne State University. Above all things, the plan shall be capable of implementation and be cognizant of financial implications and time frames.

2. Works in Progress

Wayne State currently has a number of state and non-state capital outlay projects either planned or underway. These projects capture a snapshot of the future both in terms of how capital will be spent and how space will be impacted. In order to understand the current state of the University’s development efforts and what the shorter-term necessities of the master plan will be, the consulting team must familiarize themselves with and understand the implications of the projects described below.

2.1 Planned State Building Authority (SBA) Funded Projects

STEM Innovation Learning Center ($40.0 million)

This project will renovate and repurpose the existing Science and Engineering Library into an instructional learning environment for undergraduate STEM students. When completed, the project will transform 100,000 sq. ft. into flexible classrooms, seminar spaces, offices, and instructional labs that are technology-rich and support hands-on and project-based learning. Programming and schematic design was completed in March 2018 and submitted for construction appropriation. The building will open fall 2020.

2.2 Status of Ongoing SBA Funded Projects

The Integrative Biosciences Center Building (formerly the Multidisciplinary Biomedical Research Building)

This is the most recent State-supported project at Wayne State University. Construction of the project was completed in 2015 and the University continues to use this facility as a prime recruiting tool for new, interdisciplinary research efforts focused on urban communities and health disparities.

2.3 Non-State Capital Outlay Projects In Progress

Mike Ilitch School of Business ($59.0 million)

Currently in construction, the project includes approximately 127,000 gross square feet to replace the current use of Prentis Hall and the Rands House on the main campus. The project develops a site off the main campus, in the burgeoning downtown business district of Detroit. A substantial philanthropic gift provided the funding for this building. This building will open spring 2018.
**Electrical Utility Conversion ($6.0 million)**

This project is currently under construction and will provide new electrical services to all former Detroit Public Lighting buildings. It provides the scope and necessary upgrades that Detroit Edison (DTE) will not provide. Conversions are being completed in phases with the last projected to be complete fall 2020.

**New Data Center ($16.9 million)**

The New Data Center is currently under construction and will provide approximately 12,000 square feet of current and best-practice environments to support the University’s technology and services while offering flexibility for future growth. This project is scheduled for completion fall 2018.

**Weight Room Addition to Matthaei ($2.5 million)**

This project provides an additional 11,000 square feet to the Matthaei athletic complex to provide comprehensive weight room facilities for student athletes. The addition is planned to open spring 2018.

**Anthony Wayne Drive Housing ($119.1 million)**

Currently underway, this new construction project will provide 800 new beds of on-campus apartment style options to satisfy growing and unmet demand. The building will open in phases in fall 2018 and fall 2019.

**Thompson House Conversion to Student Housing ($5.9 million)**

Opened in fall 2017, this conversion provides approximately 80 beds of additional housing capacity on Cass to help satisfy unmet demand.

### 2.4 Planned Non-State Capital Outlay Projects

**Hilberry Gateway Performance Complex ($65.0 million)**

Currently in design, this project will provide new construction of a full service, 400-seat theatre, a 150-seat “black box” performance space and full “back of house” production support spaces. The project will also renovate the existing Hilberry Theatre to create the state-of-the-art Gretchen Valade Jazz Center, assisted by a philanthropic donation. The project will relocate the historic Mackenzie House.

**Chatsworth Residence Hall Renovation ($32.0 million)**

Currently in design, this project will completely renovate the historic, 1920s era residential building to create 368 beds in a total of 96 units. Also included in the project are upgrades to mechanical and electrical systems as well as accessibility improvements. The renovated residence hall is planned to open fall 2020.

**Parking Structure and Related Improvements ($13.0 million)**

This is a continuation of a multi-year initiative to structurally repair and upgrade various parking structures. The program also includes important surface parking lot improvements such as paving, site lighting, gate and control equipment, and surface water drainage systems.

### 3. Opportunities

The 2020 Master Plan is nearing the end of its term and while much has come to fruition since 1998, a new landscape of challenges has emerged. The availability of robust technologies and data collection systems was significantly limited at the time of the 2020 Master Plan. For this reason, Wayne State envisions the application of various tools, numbers, and practices to inform recommendations regarding space, the physical development of facilities, and realizing strategic goals.

The University has inherited many historic assets throughout its life such as four Yamasaki-designed buildings, The Thompson house, The Mackenzie House, the Hillberry Theatre, and many others that are ingrained in the campus layout. The master plan should leverage them in a way that reflects the heritage and culture of the campus. In addition, the City of Detroit has experienced considerable revitalization in recent years which presents myriad opportunities to the University. The new master plan can take full advantage of this by honing in on the tremendous changes happening in the adjacent neighborhoods. Additionally, with the cost of space increasing rapidly the master plan should be able to identify space needs for each section in the campus and must propose efficient rightsizing and consolidation.

A number of initiatives originating outside of Wayne State's boundaries have occurred over the years. Plans such as the Techtown District Plan (2013), Midtown Loop (2015), and the DIA Plaza and Midtown Cultural Connections Project (ongoing) should inform but not necessarily drive the University’s standards. To further underscore the
University’s strategic mission of inclusivity, Wayne State must honor the hard work of both its predecessors and its neighboring communities as it plans for the future.

4. **Planning Horizons**

A key defining frame of the master plan will be planning horizons. The consultant will work with Wayne State to document and analyze faculty, staff, and student projections over the 10-year planning horizon with 2- and 5-year intervals in between. These projections will then be applied to space standards to project space needs at each of these intervals. Space needs will be projected for all types of space based on standards of square feet per person and research type.

There will be check points in the process to ensure projections are realistic and that space to accommodate those are reasonably affordable within the 10 year planning horizon. The consultant will need to develop and provide the tools that will help validate projections against future projects and expansions. Wayne State will utilize these tools in the future to monitor and analyze changes. The process is expected to be iterative until the desired balance is achieved.

Thus, the space analysis is a bottom-up and top-down process that leads to the master plan product.

5. **Goals, Objectives, and Activities**

5.1 **Overview**

Goals will serve as the broad, overarching targets that will guide attainment of realistic objectives. Each objective should be tackled individually and concurrently while keeping the greater goal in mind. Objectives are focused work areas and disciplines that provide the framework necessary to address challenges requiring attention. Under each objective are Activities that respond to these challenges, and inform and add to the deliverables.

In addition, it is recognized that some desired tasks may be too capital and labor intensive for the immediate term, therefore the distinction is made between base activities and those that may require additional consulting services in the future. This request for proposal aims not to be overly prescriptive with requirements that control every aspect of how they will be met. Doing so could possibly counter the consultant team’s ability to see angles that Wayne State otherwise would not have considered.

5.2 **Goals**

The consultant team must establish and incorporate goals and objectives for the master plan. The following goals and objectives are suggestions. The following list of activities are likewise suggestions, but also frame the University’s expected depth of analysis behind the master plan product.

1. Align space utilization and physical development with WSU’s overall strategic vision and academic goals.
2. Promote a campus design and plan that is both focused and flexible.
3. Foster innovation and synergy among university facilities and the campus community that uses them.
4. Improve inclusivity in all ways as to community engagement, campus culture, physical planning and design, and exchanging of ideas.
5. Expand scope and scale of universal design within and around campus.
6. Strengthen the University’s commitment to environmental sustainability initiatives.

5.3 **Objectives and Activities**

**Objective 1: Space Analysis**

Wayne State administers space management efforts through its Facilities Planning & Management (FP&M) department. As Wayne State moves forward in an environment of increasing space needs and limited funding, the need for accurate space tracking, improved space allocation management, and optimum space utilization is readily apparent. Wayne State requires a consultant to assist in the development of a space analysis that will ensure that these objectives are met.

**Activities**

The space analysis should establish tools to guide space allocation decision making by:
1. Quantifying drivers for space utilization by each category including but not limited to Full Time Equivalent (FTE) counts, assignable square feet per occupant, projected or actual student contact hours, and category-specific factors.
2. Comparing those drivers to actual space assignments based on recognized national standards;
3. Using enrollment projections along with demographic and economic data reflecting occupational demand to project space utilization;
4. Benchmarking with peer institutions and national standards to establish WSU standards;
5. Forecasting growth based on strategic planning principles;
6. Aligning forecasts with the planning horizon increments;
7. Developing best methods to engage faculty, staff, and students and document their projections over the 10-year planning horizon with 2- and 5-year intervals in between;
8. Evaluating space allocation and recommend alternate approaches to carrying this out in a way that improves teaching environments, increases student and faculty satisfaction, increase higher research productivity, etc.;
9. Assessing current classroom conditions and space configurations with respect to their capacity to support state-of-the-art pedagogical methods;
10. Working with the Provost’s office to analyze academic scheduling throughout the calendar year in the context of space utilization;
11. Recommending best practices on how to alter existing or design new spaces to support those methods;
12. Analyzing space utilization data, current capital funding procedures, and opportunities for cost-effective space utilization to build a business case that supports recommended physical design improvements;
13. Developing a Department-by-Department Spatial Plan for Student Growth/Decline.

Objective 2: Master Plan Principles

The Plan for Wayne University (1954-1958), developed by Minoru Yamasaki was the culmination of a comprehensive study examining campus density, architectural character, and the flow of pedestrians through the use of malls. This plan has profoundly impacted the overall shape and aesthetics of the campus as the campus community has come to know it. Some nationally recognized icons of the plan include the Prentis Building, DeRoy Auditorium, McGregor Memorial Conference Center, and the Education Building. It is impossible to plan the future of Wayne State’s campus without honoring the principles and lasting character born of this document.

Minoru Yamasaki’s master plan has played a dynamic role in the current main campus layout. He put forward ideas that have been held onto through the years. His quote: “We hope that the architects who build buildings on this campus will keep in mind the necessity for serenity, particularly in this environment-as a background that will invite intellectual activity, and as a haven from the confusion that industrialization has bought to society’ holds true in the current scenario.

Master Plan principles convey the intent, goals, and long-term values of the University. These must be developed by the consultant early in the process to examine possible campus concepts and alternative scenarios for campus development. The 2020 Campus Master Plan put forth the following principles that continue to guide campus planning today:

“Creates connections between all the functions and activities of the university; Serves as a home to a rich and diverse community of scholars and students; Presents a compelling and competitive setting for research, teaching and residence; Provides an environment convenient and compact in scale and form; and Celebrates continuity with the traditions of the university and the city that is its home.”

Activities that may form the principles for the master plan:
1. Recognize the quantitative takeaways of the space analysis that can influence future planning and design of campus;
2. Identify methods to better integrate University resources, programs, and facilities into the thriving urban environment of Detroit;
3. Compare and contrast historic buildings in the campus with new buildings that are currently present;
4. Understand the academic vision of the Strategic Plan to see how it can be furthered through the master planning process;
5. Provide a campus that offers a stimulating background to help activate intellectual thoughts.

Objective 3: Renovations and New Construction
Wayne State’s current work-in-progress sets the tone for the early stages of the master plan moving forward. The master planning process will outline future projects based on overall need and strategic priority. Likewise, in order to extend the life and functionality of Wayne State’s current buildings, routine maintenance and renovations must also occur. The University has retained a consultant to analyze current capital investments as they relate to facilities expenditures, deferred maintenance and sustainability.

Activities
1. Develop a criteria to perform a high level overview of current building conditions in order to provide prioritization and a rough order of magnitude estimates for renovating them to different degrees;
2. Identify sites of significant interest and the encumbrances (relocation of parking, containing a building, etc.) that stand in the way of their development;
3. Describe adequacies or inadequacies of present facilities and utility systems;
4. Identify low-, medium-, and high-value capital investment opportunities;
5. Perform a cost-benefit analysis on priority sites for possible construction or renovation projects; and
6. Provide recommendations for possible Public-Private Partnerships that might be considered for future projects.

Objective 4: Campus Precinct Planning
The 2020 Master Plan identified the following representative precincts within Wayne State’s downtown Detroit campus: Main Campus, East Campus, Medical Campus, South University Village, Athletic Campus, and Research & Technology Village. While the precincts serve their own purpose and possess discernible characteristics, neither their names nor boundaries are static. Furthermore, Wayne State wishes not to delineate the interactions that take place across community borders, but at the same time has expressed a desire for campus as a whole to physically evolve in a way that distinguishes itself but still functionally integrates with surrounding businesses and community.

If the 2020 Campus Master Plan envisioned uniting the disparate parts all the while celebrating the differences, then the new campus master plan must also do that but be exceedingly aware of new synergies taking place inside them. The consultant shall assist in identifying those synergies and investigate ways to strengthen the identity of campus and connecting buildings through a range of elements.

Activities
1. Work with various campus stakeholders to gather input, compile and synthesize data, and provide direction on how one or all precincts should be planned
2. Understand the unique needs of each campus precinct with respect to building form, views, stormwater management, landscape architecture, circulation, parking, and other integral components of the built environment;
3. Study how the boundaries of the individual precincts have evolved, the facilities that now reside within them, and determine how the precincts should be planned accordingly;
4. Explore opportunities to improve campus pedestrian walkways that will offer a stronger sense of place and an enhanced public and semi-public realm;
5. Identify potential campus portals or gateways through which first impressions of the university are formed;
6. Identify enabling and concurrent projects that must be coordinated with future building projects; and
7. Identify opportunities to coordinate and/or collaborate with agencies such as Midtown Inc. or the City of Detroit in enhancing adjacent public and private spaces. Coordinate within these entities’ overall planning contexts.

Objective 5: Social and Cultural Development
There is much to be celebrated in the realm of the Wayne State’s diverse student and faculty population. For many international students, Wayne State is an introduction and conduit to Detroit and the United States. The consultant
must explore ways to further enhance the experiences of this important student population so that they not only leave the University with a degree, but a lasting impression of and affinity for the Detroit campus. Ensuring that the collective vision of the population is embedded in the planning process and reflected in physical improvements is a key part to that.

**Activities**

1. Work with Wayne State to develop channels for study body engagement, which may include workshops, charrettes, and other community input exercises; and
2. Work with Associate Provost for Diversity and Inclusion and Chief Diversity Officer to determine how the results of Campus-Wide Climate Study can be used to inform master planning recommendations. Involve groups like Office of Multicultural Student Engagement (OMSE) to further these efforts.

**Objective 6: Sustainability and Resilience**

Wayne State believes the intrinsic value of environmental stewardship should be embodied in future planning efforts for the campus. Last fall, the University released the 2017-2022 Sustainability Strategic Plan (https://livinggreen.wayne.edu/academic/sustainability_strategic_plan_2017.pdf) which features a strategic analysis of campus sustainability and identifies key goals to be accomplished over the next years. This provides the framework for supporting metrics to track university progress toward tactical initiatives through 2022.

Wayne State is interested in doing more to incorporate sustainable features into the facilities and activities on campus to not only improve the operational characteristics of each, but the natural environment on which they depend. It is also recognized that real benefits are conferred upon students and faculty that use these buildings and campus grounds. The consultant must understand the environmental, social, and economic benefits (triple bottom line) of sustainable and resilient design and recommend measures that to pursue them.

**Activities**

1. Embrace the mission of the 2017-2022 Sustainability Strategic Plan; and
2. Work with Sustainability Office to measure the efficacy of current sustainable activities taking place on campus and determine how to empower the Master Plan to strengthen and expand these efforts.

**Objective 7: Land Use**

Wayne State's future welcomes new development of various types. However, the preservation and enhancement of open/naturalized space, historic structures, and other vital assets must take precedence. Wayne State’s Real Estate office has investigated and performed a preliminary market analysis on a number of encumbered sites within the vicinity of campus that spell out potential development opportunities. The consultant must engage the Real Estate Office in the master planning process and validate the findings and assumptions of their efforts in this regard.

While future decisions will determine the acquisition, sale, and/or lease or certain properties, one thing for certain is that the University’s footprint will likely change and that, itself, implicates the need for thoughtful land use planning. Lastly, the University sees an interest in promoting density and harnessing proximate adjacencies to facilitate movement between buildings and strengthening communication between academic disciplines.

**Activities**

1. Facilitate meetings with constituents and community members likely to be affected by the plan (refer to Section 6: Engagement for the various constituents and community members);
2. Perform a land use analysis to understand land use patterns and forecast the relationship between future land use and open space, utilities, parking, etc.;
3. Categorize land use of all land owned, leased, or operated by the University on campus and quantify use in terms of acreage;
4. Work with the Wayne State Real Estate Office to obtain insight on what types of uses may have ample market support on or within the vicinity of campus;
5. Determine optimal campus density based on existing and desired synergies, what is financially and architecturally feasible, but does not interfere or overwhelm the University environment;
6. Calculate current campus-wide floor-area ratio (FAR) and extrapolate how different FAR levels can be achieved through infill of developed and undeveloped space;
7. Consider land use strategies and practices that internalize the weather patterns of the four seasons that occur in Detroit;
8. Assess the impervious/pervious surfaces around campus and identify where green infrastructure could/should occur and how current stormwater management systems handle runoff water;
9. Expand opportunities for low-impact development and green infrastructure that delivers measurable runoff mitigation;
10. Identify opportunities for potential new, expansion, renovation, and/or reuse of athletic fields and recreation facilities; and
11. Study the current utilization of open space and make recommendations.

Objective 8: Pedestrian Circulation, Multimodal Transportation, and Parking

The 21st century campus should be considerate of the many methods that students, staff, and faculty elect to get to, from, and around campus. There is increased desire for non-motorized transportation options as more people choose to reside in and around Midtown. Sidewalks must be complete and accommodating for pedestrians with disabilities, directional signage must be easily understood, and bike racks must be logically placed in spaces that provide convenience and reassurance.

Since Wayne State has a large commuter student population, attention must be given to the presence of cars on campus. The University owns 8 parking structures and a number of surface level parking lots that must be given significant consideration. In addition, the master plan shall define strategies to improve the accessibility, efficiency, and attractiveness of existing transportation systems.

Base Activities

1. Describe the pattern of open space and pedestrian circulation across campus;
2. Assess the quality and condition of open space and the hierarchy of pedestrian walkways;
3. Identify pedestrian corridors that will be impacted by the increased number of on-campus; residents and recommend projects to improve connectivity and accessibility;
4. Use space analysis findings to understand and where vehicle parking and bicycle storage facilities are needed;
5. Describe and map the location of vehicular circulation routes on and off campus
6. Describe public transit services including routes, stops/links, frequency, and capacity
7. Explore physical relationships with entities such as SMART, DDOT, QLINE, MoGo, and ZipCar;
8. Map and overlay transportation corridors to understand where transportation nodes may exist and be further explored; and
9. Use the findings of previous studies to help study current utilization of on- and off-campus parking.

Additional Activities

Wayne State University requests proposers to provide a separate cost proposal and level of work table for an Enhanced Transportation and Parking Analysis that would include the following activities:

1. Give description of roadways or intersections which have high accident occurrences;
2. Prepare order of magnitude cost estimates for deferred maintenance and site improvement;
3. Explore the feasibility of instituting a transportation fee as a way to reduce the cost of transit and generate revenue to pay for maintenance and new facilities;
4. Study peak parking utilization hours and work with registrar’s office to understand how they interact with student, staff, and faculty schedules;
5. Give level of service (LOS) for on- and off-campus roadways in the context area;
6. Show traffic counts at peak hours on all roads within the context area on a traffic flow diagram;
7. Conduct a comprehensive campus-wide parking study;
8. Study the impacts of implementing a one-for-one replacement standard to ensure the optimal number of spaces is maintained if not exceeded;
9. Explore ways to better incorporate energy efficiencies into parking structures; and
10. Work with adjacent neighborhoods and organizations in Midtown (e.g., Midtown Inc.) to understand the parking needs of community members that rely upon Wayne State facilities.

Objective 9: Community and Business Outreach

Wayne State envisions blurring the traditional boundaries between university and community and giving campus body the opportunity to be active participants in the interchange. There is without question a strong synergy between university and community now. Establishing a strong platform for community input and involvement is therefore a critically important part of the master planning process.

Main Campus is situated in the heart of several vibrant Detroit neighborhoods: Woodbridge, New Center, Brush Park, and Cass Corridor, to name a few. Institutions like the Detroit Institute of Arts (DIA), Charles H. Wright Museum of
African American History, Michigan Science Center, and Detroit History Museum have also served as valuable conduits to art and culture information over the years.

Wayne State administration, staff, and affiliates have developed close relationships with local and global corporate entities over the years. Businesses see an interest in Wayne States campus as it prepares eager emerging professionals to enter the workforce with valuable skills and knowledge. The presence of students on campus also forms a strong foot-traffic based market that attracts retail businesses. Wayne State currently harnesses symbiotic relationships with the business community and wishes to grow more in that regard.

**Activities**

1. Identify opportunities for physical and visual connections between campus and neighborhood communities;
2. Develop a plan to involve participation of neighboring communities in the master plan process; and
3. Analyze recent retail study performed by Office of Real Estate.

**Objective 10: Design Principles**

Many of the guidelines promulgated by the 2020 Master Plan have been rendered obsolete with the advent of new standards and best practices. There is currently a disconnect between what is codified and what is actually enforced in design and construction proposals seen today. A large part of Wayne State’s mission is to be inclusive in every sense of the word. To that end, Wayne State has proudly boasted its eclectic collection of buildings that represent a 150-year history and a timeless heritage.

To further the University’s mission of inclusivity, the intent of design principles shall not be to ensure every last architectural detail is of a specific color, material, or make, but to encourage an attractive yet flexible design in all new physical improvements.

**Activities**

1. Benchmark WSU’s campus design practices by studying concept examples from other Universities;
2. Leverage community input to identify preferred concepts and transform them into finalized design principles;
3. Demonstrate and, if necessary, recommend which buildings, interior spaces, and public gathering places on campus could benefit from adhering to specific design principles;
4. Determine what kind of architectural features and styles are wholly inconsistent or incompatible with the current character of campus;
5. Develop a strategy for refurbishing certain buildings while still preserving the inherited beauty and charm of the university;
6. Explore attractive, sustainable landscape practices that reduce the large expanses of impervious surfaces on campus, delineate formal walkways from those that follow natural patterns of circulation, and enhance the beauty of open spaces between buildings;
7. Understand the deficiencies in current campus signage and wayfinding elements and identify opportunities to improve them; and
8. Consider prior community efforts such as the findings Midtown Loop (2005) plan [http://midtowndetroitinc.org/sites/default/files/images/site-content/pdfs/Midtown_Loop_Presentation.pdf](http://midtowndetroitinc.org/sites/default/files/images/site-content/pdfs/Midtown_Loop_Presentation.pdf) for ideas on landscaping, furnishings lighting, public art, paving surfaces, and traffic separation.

**Objective 11: Housing**

In recent years, addressing student housing challenges has been a key effort. The resurgence of Midtown and Downtown Detroit has increased the number of Wayne State students seeking to live on or near campus. Wayne State entered a partnership with Corvias in 2017 to allow the university to fulfill the demand for more on-campus housing, while maintain affordability for students and strengthening the university’s finances. Following a 2015 Student Housing Market and Demand Assessment and subsequent Student Housing Master Plan in 2016 completed by Brailsford & Dunlavey, Corvias took on the construction of the Anthony Wayne Drive apartments. With Phase 1 currently on pace to finish in fall 2018 and Phase 2 in fall of the following year, Corvias will deliver 841 new beds to the University by end of the 2019.

The consultant’s role with regard to housing will not be as involved as the foregoing roles. That goes without saying, efforts to enhance the relationship between Wayne State and Corvias and gather additional community input about student housing must be explored throughout the process. The consultant should plan for 2-3 meetings associated with housing goals during the overall planning horizon and suggest locations for future housing expansion within the overall plan.
Objective 12: Future Energy and Infrastructure Partnership

Wayne State University will be exploring another private partner relationship for energy and infrastructure development similar to the Housing partnership. This exploration will run concurrently with the master plan effort.

Objective 13: Technology and Master Plan Tools

Leading practices in technology have become significantly more sophisticated and available since the adoption of the 2020 Master Plan. What better opportunity to broaden the University’s approach to technology than to underscore it in the new master plan. In order to make the University’s physical future truly data driven, the consultant must blend data and analytical technologies into the Space Analysis and Master Plan.

Wayne State Facilities Planning & Management currently utilizes an ARCHIBUS database to store, manage, and assess information related to space. This software allows users to view and track current space utilizations by college, school, division, department, room, category, and so on. Although the system and methodology behind it have proven effective with both day-to-day and long range functions in facility planning, there are a variety areas in which current capabilities fall short.

Wayne State anticipates the Space Analysis and Master Plan to initiate a rollout of useful Geographic Information Systems (GIS) applications. It is envisioned that GIS will help Wayne State to visualize its spatial data, access the tools for insightful analysis, improve efficiency of field assignments, and ultimately improve its foresight in decision making. A project of this size will require a group of dedicated experts to develop the framework and compile the information necessary to equip Wayne State with robust GIS capabilities.

**Activities**

1. Recommend improvements for Wayne State’s ARCHIBUS database and space management processes;
2. Deliver space analysis data in a user-friendly format that is compatible with ARCHIBUS, GIS, and other space planning tools;
3. Understand departmental needs and expectations of campus-wide GIS capabilities;
4. Collect and digitize spatial data into essential GIS layers;
5. Recommend a framework for storing, organizing, and managing GIS files in a readily accessible source and establish a protocol for simple, routine, and (ideally) automatic updates of datasets (e.g., via a file transfer protocol system); and
6. Recommend and summarize the cost estimates of other types of technologies that Wayne State can use to improve its functional operations.

**Additional Activities**

Wayne State University requests proposers to provide a separate cost proposal and level of work table for alternate technology and master plan tools that would include the following activities:

1. Develop a dynamic campus map that contains functions for basic (e.g., displaying data) and advanced (i.e., editing and analyzing data) internal eases of use; and
2. Develop specialized in-the-field GIS applications that allow for easy retrieval, refreshment, and analysis of spatial data and provide a razor sharp view of progress of ongoing activities.

**5.4 Deliverables**

At a minimum, the consultant must clearly articulate the resulting plan of the Space Analysis and Master Planning processes in two, attractive finalized reports. The final reports shall also describe how the activities above were employed to arrive at the findings and recommendations. Provided below are the basic deliverables that the consulting team must provide but enhance with their expertise:

- Refined project schedule with work products and meetings identified
- Meeting summaries and stakeholder interview summaries
- Summaries of existing conditions
- Conceptually perspective illustrations, e.g., 2-D and 3-D renderings
- Tabular information
- Maps and corresponding GIS files
- Study/Analysis findings reports
- Cost estimate studies for future potential services
Where it is necessary, the consultant is encouraged to include benchmarks of similar institutions, best practices, evaluation of enrollment growth projections, connections to strategic goals, trends in higher education, classroom scheduling, interdisciplinary work, and other factors.

6. Engagement

Wayne State has formed an organizational structure to best manage the master planning efforts and to gather ideas from various bodies in and around Wayne state. The consultant will consult with several engagement groups to ensure their voices are heard and input is considered in the development of the master plan. The Director of Planning and Space Management will be the main contact person on behalf of Wayne State University who will coordinate engagement efforts between the consultant and the groups described below.

Wayne State is currently involved in ongoing discussions and collaborative efforts with organizations in the nearby area. Some of these discussions involve projects that are in the programming, planning, and design stages and will dovetail nicely with Wayne State’s master planning process. As the consultant becomes more acquainted with the various workgroups in this process, it is anticipated that more avenues for community outreach will open up for exploration.

The consultant must integrate the insights of Wayne State and resolve concerns held by stakeholders during the master planning process. It is expected that the consultant has experience organizing and conducting engagement exercises, which may include SWOT analyses, charrettes, and surveys. The consultant shall familiarize themselves with the functions of the below engagement groups and determine the best means and methods to stimulate their participation.

6.1 Project Management Team

The project management team will be working closely and directly with the consultant, serving as the go-to body for addressing any queries related to master planning. This team will be responsible for negotiating the contracts, managing the payments, developing the project schedule, and facilitating meetings taking place with other engagement groups. The Director of Planning and Space Management will serve as the main point of contact and liaison for the Project Management Team in coordinating activities with other engagement groups. The consultant will meet with the Project Management Team on a weekly basis to discuss master planning progress.

6.2 Capital Planning and Priorities Committees

This group will meet monthly or as needed to guide the process at a high level. This group will be chaired by the Vice President of Finance & Business Operations and Provost and will include other members of the President’s Cabinet. They will be responsible for monitoring the schedule, balancing resources, and managing public relations. In addition, they will make sure that the planning process is on track in terms of projected growth and projected financial resources. The consultant will meet with this team on an as-needed basis, estimated to be 3 – 5 meetings over the course of the project.

6.3 Facilities Planning Advisory Council

This committee is a broad based constituent group providing feedback and consultation for the oversight of all planning for major capital projects on the main, medical and extension campuses for the campus master plan, capital improvement plans and major capital projects. The group is comprised of faculty, staff, and student representation. The consultant will meet with this team on an as-needed basis, estimated to be 2 – 3 meetings over the course of the project.

6.4 School/College/Division Teams

This team primarily consists of each Dean and Vice President, and their department heads and representatives. The consultant shall provide for face-to-face meetings with each department or groups of departments within a school, college or division and perhaps more depending on the consultant’s space analysis and master plan methodology. The consultant shall provide for at least two meetings with each Dean and Vice President to understand overall goals and to review the findings from meetings with their individual departments. These will provide information on existing space and staffing, and will help draft space projections. Listed below are each of the colleges, schools, and divisions that comprise Wayne State University.
Since there are over 250 departments within the university, it is estimated that the consultant will facilitate between 200 and 300 meetings.

6.5 Community Engagement Committee
This team will consist of entities within the greater Wayne State campus context that serve as an informative component to the campus wide master planning process. The group will be comprised of community leaders that influence Wayne State’s future by providing input on the development of master planning principles and the physical planning of the campus. The consultants will ensure the ideas and concerns of this Committee are represented in the master plan.

Wayne State Economic Development has worked with Facilities Planning & Management to develop a master contact list of external stakeholders and recommended levels of engagement for each. This group will convene on a bi-monthly basis, or an estimated total of 3 – 5 meetings. Generally speaking, the Community Engagement Committee will consist of 30-40 members from the following categories that will add value and/or be affected by the Wayne State’s master plan update:

- Businesses
- Community Organizations
- Social Service Agencies
- Arts and Culture Institutions
- Hospitals
- Government Agencies
- Community Development Financial Institutions
- Developers
- Foundations
- Other higher education institutions

6.6 Internal and External Town Hall Engagement
The consultant will facilitate internal and external charrettes and town hall meetings to provide overall communication about the master plan process and gather input on master plan principles and alternatives physical master plan concepts. The town hall forums will be largely presentation-driven. Wayne State will invite a group of 80 to 90 communicating stakeholders to attend the externally focused town hall meetings. Internally focused town hall meetings will be held during the day and in the early evening so as to accommodate for academic and full-time work schedules. Town hall forums will be held at certain milestones, with 5 to 7 meetings being the anticipated frequency.
### 6.7 Level of Engagement Summary

<table>
<thead>
<tr>
<th>Team</th>
<th>Estimated Number of Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management Team</td>
<td>50 – 60</td>
</tr>
<tr>
<td>Capital Planning and Priorities Committees</td>
<td>3 – 5</td>
</tr>
<tr>
<td>Facilities Planning Advisory Council</td>
<td>2 – 3</td>
</tr>
<tr>
<td>School/College/Division Teams</td>
<td>200 – 300</td>
</tr>
<tr>
<td>Community Engagement Committee</td>
<td>3 – 5</td>
</tr>
<tr>
<td>Internal and External Town Hall Engagement</td>
<td>5 – 7</td>
</tr>
</tbody>
</table>

### iii. Project Schedule

The University proposes the following schedule for the consultant selection process:

<table>
<thead>
<tr>
<th>Consultant Engagement</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>April 9</td>
</tr>
<tr>
<td>Pre-Bid Meeting</td>
<td>April 23</td>
</tr>
<tr>
<td>Inquiry Deadline</td>
<td>April 30</td>
</tr>
<tr>
<td>Response to RFP</td>
<td>May 7</td>
</tr>
<tr>
<td>Shortlist</td>
<td>May 7 – May 18</td>
</tr>
<tr>
<td>Interviews</td>
<td>Week of May 21</td>
</tr>
<tr>
<td>Selection</td>
<td>June 1</td>
</tr>
<tr>
<td>Contract Negotiation</td>
<td>June 4 – June 15</td>
</tr>
<tr>
<td>Consultant Start</td>
<td>June 18 – June 22</td>
</tr>
</tbody>
</table>

**Space Analysis/Master Planning Process**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Gathering and Analysis</td>
<td>June 25 – September 25</td>
</tr>
<tr>
<td>Plan Development</td>
<td>September – December</td>
</tr>
<tr>
<td>Plan Vetting</td>
<td>December – February</td>
</tr>
<tr>
<td>Final Plan Development</td>
<td>February – May</td>
</tr>
</tbody>
</table>

No work shall commence until the contract is fully executed.

### Level of Effort

For a complete break-down of time and expenses for the requested services throughout various stages of development, please see Schedule C - Level of Effort Work Plan.

### iv. Consultant Minimum Qualifications

All consultants must be able to show sufficient experience conducting comprehensive campus master plans for universities of similar size and character. The consultants must have knowledge or expertise in:

- Architectural design, graphic abilities to provide 2-D and 3-D renderings
- Space needs analysis
- Enrollment projection analysis
- Performing large scale Geographic Information System (GIS) projects
- Building assessment and estimating
- Research/demographic analysis expertise
- Civil engineering, water management
- Landscape architecture
- Sustainable design/building knowledge
- Traffic analysis expertise
- Civil engineering, water management
- Landscape architecture
- Sustainable design/building knowledge
- Traffic analysis expertise
- Computer programming knowledge to develop a digital campus map
- Meeting facilitation
- Program management
Consultant must be able to demonstrate this experience for a minimum of 3 institutions completed within the last (10) years to qualify for this engagement. This shall be considered the minimum criteria in order to meet pre-qualification requirements. Proposals that do not meet these minimum requirements may be deemed non-responsive and rejected.

**Required Proposal Information:**

- 30-page limit.
- Brief history of the firm with emphasis on experience with master planning.
- Resume of proposed team members.
- Organizational chart to illustrate the firm’s adequately-sized and multidisciplinary team.
- Examples of prior Master planning projects completed by the firm; due to page limits, the proposal should provide links to additional information and sample master plans completed.
- Listing of all proposed sub-consultants and their related experience and resume.
- A detailed schedule and work plan of how the consultant intends to proceed with the project.
- Describe proposed quality control measures.
IV. GENERAL REQUIREMENTS AND GUIDELINES

A. Terms and Conditions (2-23-2009)

Any contract between the UNIVERSITY and VENDOR resulting from this RFP will be made using the University's Standard Service Provider 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. Governing Law (Michigan)

VENDOR agrees that, in the event of a dispute, laws of the State of Michigan will prevail.

C. 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. By submitting a proposal, VENDORS certify 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

D. Civil Rights Requirements

All VENDORS 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

E. Immigration Reform and Control Act of 1986

By submitting a proposal, the VENDORS certify 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.

F. Debarment Status (6-12-2009)

By submitting a proposal, VENDORS certify 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 http://procurement.wayne.edu/vendors/debarred.php. 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 can be found at http://www.epis.gov/

G. Indemnification and Hold Harmless

The VENDOR shall defend, indemnify and hold harmless the UNIVERSITY, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the VENDOR’S performance under this Agreement.

H. VENDOR Liability

The VENDOR will be liable for any associated costs of repairs for damage to buildings or other UNIVERSITY property caused by the negligence of the VENDOR'S employees.

I. Early Termination by the University

The UNIVERSITY shall have the right to terminate the contract with the VENDOR without penalty after the UNIVERSITY'S thirty (30) days written notice of termination to the VENDOR under the following circumstances:

1. Default of VENDOR

   It shall be considered a default whenever the VENDOR 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 VENDOR of the obligation to deliver and/or perform prior to the effective date of cancellation.

J. Cancellation of Contract by VENDOR

VENDOR 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, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University
RFP: Campus-Wide Space Analysis and Master Plan
5700 Cass Avenue, Suite 4200, AAB
Detroit, MI 48202

K. 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.

L. Non-Assignment

The agreement shall be between the UNIVERSITY and the VENDOR and the VENDOR shall neither assign nor delegate the agreement, its rights or obligations, or any of its terms without the express written permission of the UNIVERSITY.

M. 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.
N. 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.

O. Certification, Affidavit, and Acknowledgements (11-01-11)

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

P. VENDOR Payment/Billing Terms

Payments of invoices will be made thirty (30) days after receipt and approval of invoice, by the UNIVERSITY, for each month completed.

ACH payments are both faster and less costly for Vendors and the University. As a result, this is the University’s preferred payment method. To enroll in the University’s ACH program, visit http://fisops.wayne.edu/disbursements/tax-forms.php and download the ACH payment agreement form. The completed form should be signed and sent to vendorach@wayne.edu.

Q. Entire Agreement

An agreement, when fully executed, shall incorporate by reference this RFP and the Vendor’s response Proposal, and will contain all the covenants and agreements between the parties with respect to the subject matter of this agreement. Any amendment or modification to this agreement must be in writing and signed by all parties.

R. Severability

It is understood and agreed that if any part, term, or provision of this agreement is held to be illegal or in conflict with any law of the State of Michigan, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

S. Modification of Service

The UNIVERSITY reserves the right to modify the services during the course of the contract, with concurrence of the VENDOR. Any changes in pricing and rates proposed by the VENDOR 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.

T. 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.

U. Independent Contractor

The VENDOR agrees that in all respects its relationship with the UNIVERSITY will be that of an independent contractor. Vendor will not act or represent that it is acting as an agent of the UNIVERSITY or incur any obligation on the part of the UNIVERSITY without written authority of the UNIVERSITY.

V. Confidentiality

Proposals could 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 unless such proprietary information is carefully identified as such in writing, and the UNIVERSITY accepts, in writing, the information as proprietary.

W. 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.

X. Insurance Requirements (10-5-2009)

VENDORS must provide Certificates of Insurance or other evidence that insurance is in place. If awarded a contract, VENDOR must then provide a Certificate of Insurance naming Wayne State University / Office of Risk Management as a certificate holder and the Board of Governors as an additional insured. During the life of the contract, the VENDOR must maintain insurance as stated in Insurance Provisions (Schedule B) and any additional requirements as specified by the UNIVERSITY Office of Risk Management.

Y. Minority, Woman and Disabled Veteran Owned Business Enterprises (M/W/DVBEs)

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, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University
Campus-Wide Space Analysis and Master Plan
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.

Z. 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.

AA. Prevailing Wage Rates (4-25-2010)
Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than prevailing wage rates.

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” are not acceptable for work related to this project.

Installers of furniture or equipment responsible for onsite assembly must be classified minimally as carpenters, and those responsible for electrical connections must be classified minimally as electricians.

Additional information can be found on University Procurement & Strategic Sourcing’s web site at purchasing.wayne.edu under Information for Vendors.

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

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

http://www.michigan.gov/dleg/0,1607,7-154-27673_27706-39650--,00.html

Wayne State University’s Prevailing Wage Requirements:

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

A. The contractor shall obtain and keep posted on the work site, in a conspicuous place, a copy of all current prevailing wage and fringe benefit rates.

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

C. The contractor shall submit a completed certified payroll document (U.S. Department of Labor Form WH 347) verifying and confirming the prevailing wage and benefits rates for all employees and subcontractors for each payroll period for work performed on this project. The contractor shall include copies of pay stubs for all employee or contract labor payments related to Wayne State University work. The certified payroll form can be downloaded from the Department of Labor website at http://www.dol.gov/whd/forms/wh347.pdf. NOTE: Invoices WILL NOT be processed until certified payrolls are received.

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

1. Withhold all or any portion of payments due the VENDOR as may be considered necessary by the UNIVERSITY to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this contract and the actual wages and fringe benefits paid;

2. Terminate this contract and proceed to complete the contract by separate agreement with another vendor or otherwise, in which case the VENDOR and its sureties shall be liable to the UNIVERSITY for any excess costs incurred by the UNIVERSITY.

3. Propose to the Assistant Vice President that the Vendor be considered for Debarment in accordance with the University’s Debarment Policy, found on our website at http://procurement.wayne.edu/docs/appm28.pdf

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

The current applicable prevailing wage rates as identified by the State of Michigan Department of Consumer & Industry Services, Bureau of Safety and Regulation, Wage and Hour Division are listed below for reference. Refer to item C above if additional information is required.

If a project specific Prevailing Wage Rate Schedule has been issued, it will be posted to the website as Appendix 3 at http://go.wayne.edu/bids

For more information and a general prevailing wage rate schedule, see Purchasing Website at: http://procurement.wayne.edu/vendors/wage-rates.php.

BB. 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.)

CC. Smoke and Tobacco-Free Policies (9-2015)

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/.

DD. Taxes

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.

http://procurement.wayne.edu/docs/appm28.pdf
Response to Wayne State University
Request for Proposal
RFP: Campus-Wide Space Analysis and Master Plan
And To Any Amendments, Thereto

Dated: April 9, 2018

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 Standard Service Provider 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.
- 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 April 9, 2018, 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:  (________________) ___________________________________
Fax:   (________________) ___________________________________
Email address:  _________________________________________________________
Submitted by:  _________________________________________________________
Signature  _________________________________________________________

____________________________________    ___________________
(Title)                                                  (Date)
Schedule B - INSURANCE REQUIREMENTS (Rev 2-2015)

____________________________________________, 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:

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

Maximum Acceptable Deductibles

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$5,000</td>
</tr>
<tr>
<td>Commercial Automobile Liability</td>
<td>0</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>0</td>
</tr>
<tr>
<td>Property - All Risk</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

Coverage

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

Certificates of Insurance

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

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

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

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 C

(Cost Schedule; Compensation and Fees)

See web site:

http://go.wayne.edu/bids
<table>
<thead>
<tr>
<th></th>
<th>Question</th>
<th>YES</th>
<th>ALTERNATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Can your company commence on or before June 18 – June 22, 2018 and be completed by May 2019?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Does your company agree to provide a minimum of 3 references to the University upon request, with specific contact names and phone numbers?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Did you attend the mandatory Pre-Proposal meeting on April 23, 2018?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, Schedule A?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Did your company complete and provide the Summary Price Schedule C, and submit it electronically to <a href="mailto:rfp@wayne.edu">rfp@wayne.edu</a>? (Zip Files and Drop Box submissions are not acceptable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Does your company agree to enroll in our ACH payment program?</td>
<td></td>
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<tr>
<td>8</td>
<td>Did your company agree to guarantee to maintain a top priority for the UNIVERSITY?</td>
<td></td>
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<tr>
<td>9</td>
<td>Please complete the following questions:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total number of employees in your company</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total years in business with this company name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Does your company agree to provide financial reports to the University upon request?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Are there any conflicts of interest in doing business with the University?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Did your company provide a “Restricted Services” exhibit, EXHIBIT 1?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Does your company agree to provide a list of lost accounts in excess of $25,000?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Did your company quote services at prevailing wage rates where applicable and clearly indicate such in your proposal?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>If awarded an agreement as a result of this RFP, is your company willing to serve as a future credit reference for the University?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Does your company agree to comply with the University Smoke and Tobacco Free Policies?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
18. ADDENDA:
The undersigned affirms that the cost of all work covered by the following Addenda are included in the lump sum price of this proposal.

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

Company Name: _________________________________________________________
Signature: ______________________________________________________________
Typed Name: ____________________________________________________________

____________________________________    ___________________
(Title)                                                  (Date)
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
REGISTRATION/INTENT FORM
RFP: Campus-Wide Space Analysis and Master Plan / Valerie Kreher

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, April 23, 2018 at 10:00 AM and your intent to submit a proposal for the services listed. Please type or print the information requested below, then email to attention of Valerie Kreher, Senior Buyer at (Primary Buyer Email)@wayne.edu by, April 20, 2018, 12:00 noon.

VENDOR Name: _____________________________________________________________

VENDOR Address: ___________________________________________________________

Contact Person: _____________________________________________________________

Telephone: (__________) _____________________________________________________

Fax: (__________) ___________________________________________________________

E-mail ________________________________________________________________

YES _______ I will be attending the mandatory Pre-proposal meeting on April 23, 2018

Location: Academic Administrative Building
          5700 Cass Avenue, Detroit, MI 48202,
          Conference Room 4002
          Detroit, MI  48202

Time: 10:00 AM (EST)

YES _______ I would like to participate in the pre-bid meeting via Conference Call, reference log-in conference number: 641-715-3580 (access code 763 996) on April 23, 2018, at 10:00 AM (EST) hp 468070

NO _________ I will not participate in the Request for Proposal and will not be present at the meeting.

I understand that this will not affect our status as a potential supplier to Wayne State University.

Thank you for interest shown in working with Wayne State University.

Valerie Kreher
Senior Buyer
WAYNE STATE UNIVERSITY
STANDARD SERVICE PROVIDER AGREEMENT
STANDARD SERVICE PROVIDER AGREEMENT

This Agreement 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 Code, ("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 Campus-Wide Space Analysis and Master Planning, per the University Request for Proposal dated April 6, 2018 (the RFP) and the Supplier's response Proposal dated Bid or Proposal Date, and the Price Schedule attached as Exhibit B). The University has assigned Ashley Flintoff as the Contract Administrator. Only contract directives from the University's Procurement and Strategic Sourcing Department or the Contract Administrator shall be accepted by the Supplier.

2. **General Duties of the Supplier:** The Supplier shall provide the University with Campus-Wide Space Analysis and Master Planning 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 satisfaction of the University during the term of this Agreement.

3. **Term:** The contract period shall be for an initial time period through December 30, 2019, with the option to renew for up to one additional one-year period of service, through December 30, 2020. Renewal is contingent upon both parties agreeing in writing to do so, based on satisfaction of the price and the Supplier’s performance.

This Agreement may be terminated by the University or by the Supplier upon thirty (30) days’ written notice to the other party. Either party may designate a different person to whom notices should be sent at any time by notifying the other party in writing in accordance with this Agreement.

4. **The Roles and Responsibilities (Scope of Work):**
   The roles and responsibilities of the Supplier are listed in Exhibit A of this agreement.

5. **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). A toll free number is preferred.

6. **Business Review Meetings:** Not Applicable

7. **Reports:** Not Applicable

8. **Purchase Orders:** Orders will be placed for goods, services or projects as the need arises. Each order will be placed on an individual 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.

9. **Invoicing:** Not Applicable. Refer to invoicing instructions on Purchase Order.

10. **ACH Payments:** The Supplier is expected to enroll in the University’s ACH program. The ACH payment agreement form can be downloaded at http://fisops.wayne.edu/disbursements/tax-forms.php. The completed form should be signed, scanned, and sent to vendorach@wayne.edu.

11. **eProcurement Requirements:** Not Applicable

12. **Annual Price Increases:** Not Applicable.

13. **Shared Revenue:** Not Applicable
14. **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 C. 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.

15. **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, the Supplier will not be in breach of any agreement with a third party. The Supplier declares that he/she is not a legislator, elected or appointed officer, or that his/her 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.

16. **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.

17. **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 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.

18. **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, Assistant VP
   Procurement & Strategic Sourcing
   5700 Cass Avenue, Suite 4200
   Detroit, MI, 48202

   **To the Supplier:**
   Supplier Name

   Supplier Address, Supplier City,
   State, Zip Code

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.

19. **Entire Agreement; Modification:** This Agreement and its exhibits, along with the RFP dated **April 6, 2018** and the Supplier’s Proposal dated **Bid or Proposal Date** (and its exhibits, 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 Purchase of individual Purchase Orders, regardless of whether said Purchase Orders specifically reference back
to this Agreement.

20. **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.

21. **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.

22. **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.

23. **Assignment:** The Supplier may not assign the rights or obligations under this Agreement without the University’s prior written
consent.

24. **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.

25. **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.

26. **Credit References:** From time to time, the University is asked to provide credit and business references to potential new Vendors.
Company agrees that it will serve as a Credit Reference for the University with respect to the amount and timeliness of payments.

27. **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.
Supplier must further agree to permit the UNIVERSITY, upon request, to audit Supplier’s books as related to the Wayne State
University account. The University is limited to 1 request per calendar year of this agreement.

28. **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:

<table>
<thead>
<tr>
<th>General Requirements</th>
<th>Minimum Requirement</th>
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<tbody>
<tr>
<td><strong>Type of Insurance</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 1. Commercial General Liability (CGL)  
  CGL insurance should be written on ISO  
  form CG 00 01 (or equivalent substitute)  
  Contracts valued at $100,000 per year or more | $1,000,000 combined single limit  
  $2,000,000 annual aggregate  
  Umbrella Liability per occurrence and in the annual  
  aggregate of $1,000,000. |
| 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. |
| 4. Professional Liability | $2,000,000 per occurrence  
  $2,000,000 aggregate |

**Maximum Acceptable Deductibles**
## Type of Insurance

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive General Liability</td>
<td>$5,000</td>
</tr>
<tr>
<td>Comprehensive Automobile Liability</td>
<td>0</td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>0</td>
</tr>
<tr>
<td>Property - All Risk</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

## 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 respect 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 an 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: Assistant 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: William Decatur

Title: Vice President, Treasurer, and Chief Financial Officer

Date: ________________

Phone: 313-577-5580

email: William.decatur@wayne.edu
EXHIBIT A
Roles & Responsibilities.

The roles and responsibilities of the Supplier are listed below.

*Detailed Scope of Work (or paste separately)*
EXHIBIT B
Price or Rate Structure
Wayne State University, hereafter referred to as “University”, has contracted with Supplier Name, hereafter referred to as “The Supplier” to supply Campus-Wide Space Analysis and Master Planning and related services to the University under a Service Provider Agreement. 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 include any 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.

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) Vendor Employees and Agents

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 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 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.

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<th>Name</th>
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<tbody>
<tr>
<td>Title</td>
<td>Supplier Name</td>
<td>Company</td>
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<td>Signature</td>
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