



Division of Finance and Business Operations

**Request for Proposal  
and Specifications for  
RFP Network Cabling Time and Materials**

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

**Wayne State University  
Procurement & Strategic Sourcing**

**April 25, 2024**



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

Division of Finance and Business Operations

April 25, 2024

Dear Vendors:

Wayne State University invites you to participate in its Request for Proposal process to provide **RFP Network Cabling Time and Materials Installation Services**, for the **C & IT**, per the specifications contained herein the Request for Proposal. This service is expected to commence on **July 8, 2024**.

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 25, 2024**. When visiting the Web Site, click on the "**Technology**" link in green. Copies of the RFP will not be available at the pre-proposal meeting. If you are interested in participating in this process, please complete the WSU online registration form, to indicate your attendance at our **Optional** Pre-proposal meeting and your intent to submit a proposal for the services listed. The link for the registration form will be posted with the proposal details at <http://go.wayne.edu/bids>.

To participate, it is **Optional** that you and/or responsible representatives of your organization attend our pre-proposal conference. For this RFP, the University offers the following Pre-Proposal Options: **Virtual**. The meeting will be held on **May 13, 2024, 10:00 a.m. (EST) (Eastern - Detroit Time)**.

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

**Microsoft Teams Meeting**  
**On-line or via Conference Call**  
**Click Here to Join Pre-Proposal Meeting**  
[Join the meeting now](#)

**Need to join from a mobile device but don't have TEAMS on it?**  
[Visit our website](#) for instruction on adding TEAMS to your device.

We **hope you can join us** at the **Optional** pre-proposal meeting. Please **have a copy** of this Request for Proposal for your reference during the meeting. Should you have any questions or concerns about this invitation, please contact me at **(313) 577-3712**, or email: [Rfpteam3@wayne.edu](mailto:Rfpteam3@wayne.edu). Thank you for your interest in doing business with Wayne State University.

Sincerely,

**Robert Kuhn**  
**Sr. Buyer**

Enclosure

**RFP: Network Cabling Time and Materials  
for the C & IT**

	<u>Page No.(s)</u>
I. <b><u>Introduction</u></b>	1
II. <b><u>Information for VENDOR</u></b>	1
A. General	2
B. Calendar of Events	2
C. <b>Optional</b> Pre-Proposal Meeting	2
D. Examination of the Request for Proposal	2
E. Delivery of Proposals	3
F. Proposal Format	3
G. Proposal Evaluation	4
H. VENDOR Profile, Experience, References and Lost Accounts	4
I. VENDOR Service Plan	5
III. <b><u>Scope of Work and Project Requirements</u></b>	6
IV. <b><u>General Requirements and Guidelines</u></b>	7

**UNIVERSITY PROVIDED SCHEDULES**

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

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

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

**APPENDICES**

Appendix 1	Wayne State University Map – (see website: <a href="http://campusmap.wayne.edu">http://campusmap.wayne.edu</a> )
Appendix 2	New Vendor Set-Up Requirements
Appendix 3	WSU Wage Rate Schedules
Appendix 4	Drawings
Appendix 5	Sample Strategic Source Agreement
Appendix 6	Low Voltage Vendor Performance Evaluation



## I. INTRODUCTION

- A. **Wayne State University**, founded in 1868, is committed to preparing its students to excel in a fast-paced and interconnected global society. It combines the academic excellence of a major research university with the practical experiences of an institution whose history, location and diversity make it a microcosm of the world students will enter when they graduate. The University holds the Highest Carnegie Foundation classification for research activity. It has 13 colleges and schools and offers more than 350 academic programs including bachelor's, master's and doctoral degrees; post-baccalaureate, graduate and specialist certificates; and three professional programs (<http://wayne.edu/about/facts/>).
- B. Procurement & Strategic Sourcing is soliciting proposals from qualified professional organizations, hereafter referred to as VENDOR(s), who specialize in providing **RFP Network Cabling Time and Materials** 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 July 8, 2024, and be completed by Completion Date.**

**The contract(s) will be for an approximate three-year period ending on 9/30/2027-**. Thereafter, the UNIVERSITY may, at its option, extend the contract, on a year-to-year basis for up to two one-year periods, through **9/30/2029**. VENDORS must state maximum price increases (if any) for years two and three on Cost Schedule C.

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

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

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

- D. Expenses for developing and presenting proposals shall be the entire responsibility of the VENDOR and shall not be chargeable to the UNIVERSITY. All supporting documentation and manuals submitted with this proposal will become the property of the UNIVERSITY.
- E. All questions concerning this Request for Proposal are to be directed to **Robert Kuhn, Sr. Buyer**, Email; [Rfpteam3@wayne.edu](mailto:Rfpteam3@wayne.edu). The deadline for questions is **May 16, 2024, 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**

<u>Activity</u>	<u>Responsibility</u>	<u>Date</u>
Formal Release of RFP	Procurement	<b>4/25/2024</b>
<b>Optional</b> Pre-Proposal meeting	Procurement /Evaluation Team (ET)/VENDORS	<b>5/13/2024 10:00 a.m. (EST)</b>
Questions due to Procurement & Strategic Sourcing	VENDORS	<b>5/16/2024by 12 Noon</b>
<b>Delivery of Proposals are by electronic submission on May 31, 2024.</b> The link for bid submission will be posted with the bid details at <a href="http://go.wayne.edu/bids">http://go.wayne.edu/bids</a> .	VENDORS	<b>5/31/2024by 2:00 p.m.</b>
Evaluation of Proposals (clarifications & negotiations)	Procurement / E	<b>Week of Beginning 6/1/2024</b>
Announcement of Selected VENDOR	Procurement	<b>7/8/2024</b>
Readiness for Service/Contract Commencement	VENDORS	<b>7/8/2024</b>

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

**C. Optional Pre-Proposal Meeting**

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

Pre-registration for the meeting is to be made on or before Noon on, **May 10, 2024**. Please use our online registration form to confirm your attendance. The link for the registration form will be posted with the proposal details at (<http://go.wayne.edu/bids>). The meeting will be held on **May 13, 2024, 10:00 a.m. (EST) (Eastern - Detroit Time)**.

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

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

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

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



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

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

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

**E. Delivery of Proposals**

Proposals with supporting documentation shall be submitted **by electronic submission**. The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **April 25, 2024**.

The electronic submission should be limited to no more than one of each of the following file types: 1 Word Document and/or 1 Excel Workbook and/or 1 PDF document, with a total file size less than **20 megabytes**. **ZIP Files containing separate sections of a proposal are not acceptable, drop box submissions are not accepted either**. If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your Proposal.

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

ATTN.: Robert Kuhn, Sr. Buyer  
Wayne State University  
**RFP: Network Cabling Time and Materials**

The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **April 25, 2024**.

Deadline for receipt of proposals by Procurement & Strategic Sourcing is, **May 31, 2024, by 2:00 p.m. (local time)**. **Proposals received after that time will not be accepted**. No details of the proposal will be divulged at the time of opening.

**F. Proposal Format**

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

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

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

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

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

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

Care should be exercised in preparation of the proposals since it is the UNIVERSITY'S intent to have the final contract documentation to consist of a University Strategic Source Agreement (Appendix 5)



that incorporates the RFP, VENDOR Proposal, any letters of clarification, and will require the issuance of a Purchase Order for invoicing purposes.

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

#### **G. Proposal Evaluation**

1. Proposals will be evaluated, and award will be based on the VENDOR'S ability to offer the best value (quality, past performance and price), and on anticipated quality of service. Items considered include but are not limited to:

- Ability to meet all mandatory requirements and specifications of this RFP.
- 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 **C & IT**. A preliminary screening will be used to identify competitive VENDORS who have met the mandatory requirements. Procurement & Strategic Sourcing may subsequently request selected VENDORS to attend an interview or make a presentation at a set time and date, to clarify information provided in the proposals. Final consideration, evaluation, and recommendation may be made at this point. However, the UNIVERSITY reserves the right to take additional time for reference review, site visits and/or proposal negotiations.

2. To qualify for evaluation, a VENDOR'S proposal must be responsive, must have been submitted on time and must materially satisfy all **mandatory requirements** identified throughout the RFP, in the judgment of the UNIVERSITY. **Any deviation from requirements indicated herein must be stated in the proposal specifically under the category "Restricted Services", and clearly identified as Exhibit 1.** Otherwise, it will be considered that proposals are in strict compliance with all requirements. Check the box indicating "None" for Restricted Services on the Proposal Certification Schedule A. In those cases where mandatory requirements are stated, material failure to meet those requirements may result in disqualification of the VENDOR'S response.
3. If there are portions of any proposal the UNIVERSITY finds unacceptable or otherwise in need of clarification or revision, the UNIVERSITY reserves the right to clarify or negotiate with any or all VENDORS. Should the outcome of evaluations result in a recommendation, any resulting contract will be subject to the approval of the UNIVERSITY'S General Counsel and must be approved and signed by the appropriate UNIVERSITY representative.
4. After notification of acceptance of proposal and the signing of a resulting agreement and/or Purchase Order, the successful VENDOR will be expected to establish and be in a position to **commence work or services on or before July 8, 2024.**

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

1. VENDOR Profile should include:

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

Upon University request, **VENDOR must agree to provide publicly distributed annual reports and/or independently audited financial statements** including its statement of financial position, statement of operations, and statement of cash flows for at least the past three years. Vendor must further agree to permit the UNIVERSITY, upon request, to audit VENDOR's books, but only as it





relates to the Wayne State University account, including invoicing, operational, and technology controls (when applicable). The University is limited to 1 request per calendar year of this agreement.

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

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

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

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

2. Experience

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

3. References

Upon request, **VENDOR must agree to provide** a minimum of **three (3) qualified references**. Requests for references will come from **Robert Kuhn, Sr. Buyer**, and will be treated as confidential and not added to the publicly permanent RFP file.

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

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

4. Lost Accounts and Legal Actions

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

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

I.

III. SCOPE OF WORK AND PROJECT REQUIREMENTS

A. **Background**

The University's Computing & Information Technology (C&IT) Division is responsible for managing and maintaining all aspects of data networking infrastructure on campus. Projects and daily work managed by this group are typically customer funded and could range from \$500 up to approximately \$50,000 worth of work for a single vendor. This RFP is intended to procure vendors to support these work assignments.



Interested firms will be capable of providing certified work for all services listed in our scope of work that is compliant with Computing Information and Technology's Standards for Communication Infrastructure (<https://tech.wayne.edu/docs/wsu-communications-standards.pdf>) which is revised on a regular basis. This is a living document subject to change and modification. If a material change/difference is the result of an update to this document, vendors will be allowed to respond with updated pricing as an amendment to the strategic sourcing agreement.

It is the University's intent to establish two (2) vendors to be awarded for campus-wide IT infrastructure low voltage cabling work. The University reserves the right to make 1 or multiple awards.

The University seeks to engage on an approximate three year basis, with two (1) year renewal options for years four and five.

## **B. Service Level Agreement**

Business Day Work Hours are Monday – Friday, 7:00 am – 6:00 pm. Vendors will provide regular pricing and Premium Percentage Increase (Nights/Weekends/Holidays) with prior approval of C&IT.

SLA response times for all combinations of the following:

- 30 Minute Critical
- 4 Hour Emergency
- Next Business Day
- 5 Business Day

Failure to perform within the boundaries of the agreed upon SLA response times for the above will result in work being paid at the regular workday rate per incident.

**Vendor must report all instances when Vendor will not meet the SLA timeline, to allow the University to mitigate customer expectations.**

## **C. Vendor Performance**

The University reserves the right to adjust the amount of work assigned to vendors based on performance by the vendors under this contract.

Vendors will be evaluated based on performance of each work assignment.

## **D. Warranty**

All labor and materials for low voltage work completed under this contract will have a minimum one-year full warranty. All manufacturer's warranty shall be extended to the University without limitations. Warranty work or repairs should be at no additional cost to the University.

## **E. Brief Summary of Requirements and Specifications**

Manufacturer Certified Vendor's will be responsible for coordinating the low voltage work with Wayne State C&IT designated staff for the following:

1. Data Network Cabling
2. Indoor & Outdoor Fiber Optic Cabling & Splicing
3. Security Cameras
4. Wireless Access Points & Wireless Bridge (PtP/MPtP)
5. Emergency Blue Light Phone Stanchions
6. Cable TV
7. Existing Centrex Voice Cabling

Tasks may include any combination of the above certified low voltage work. Services will be requested on an as-needed basis and work will be assigned on a discretionary basis. The existence of a contract does not obligate the University in any way relative to the quantity of work assigned to each vendor. The University intends to select 2 vendors as a result of this RFP. Vendors will issue monthly invoices



to WSU for reconciliation and review. Vendors will work with WSU C&IT to create an invoice that provides the necessary information acceptable for submission.

The awarded vendors will be required to provide adequate personnel in accordance with the established SLAs and work hour categories listed in the Cost Schedule to perform assigned service tickets / work orders. Please note, Business Day Work Hours are Monday – Friday, 7:30 am – 5:30 pm. Additionally, the vendor will be required to provide weekly reports (by EOB the next Monday) on service tickets and overall monthly work order reports (by EOB the next calendar workday). Services provided by this contract shall include all meetings and correspondence to support any activities related to the services provided. The University expects the vendors to assist the University in many aspects of the work, including, but not limited to projects and daily move/add/change work. In addition, ***all administrative fees should be included in Vendor's prices and no additional charges outside of the submitted cost schedule will be allowed.*** Each company is expected to perform, but not limited to, walkthroughs, meetings, quotes, troubleshooting, service orders and coordination with other University departments and vendors as required.

All work order assignments should be treated as if the space is occupied. It is expected that each trade will have and use a shop vacuum, dust protection, and/or temporary partitions as necessary to contain and clean project sites. Each vendor is expected to maintain the worksite free of any debris, resulting from their scope of work. Daily site clean up is required.

Vendor interviews are expected during bid evaluation. We also would also like to see references and detailed photos submitted of work the vendor has completed for each low voltage trade listed above.

***Vendor's pricing must be firm for 3 years with the option to renew the contract for two (2) additional one (1) year periods.***

#### F. Special Requirements for Construction Like Work

##### 1. Fire Codes and Fire Safety Requirements

If a penetration or modification is required of the facility, VENDOR is to stop all work and apprise the Project Coordinator. All penetrations and alterations to the building/facility are strictly controlled to meet or exceed the existing fire codes and fire safety requirements. Any penetrations or alterations to the structure of the building/facility must be reported to the State Fire Marshal, which involves the preparation of detailed drawings and specifications for submission to the Bureau of Construction Codes and Fire Safety. Such drawings are prepared under the supervision of a licensed architect or registered professional engineer, with the documents bearing the stamp, accordingly.

##### 2. Hazardous Materials

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

##### 3. As Build Documents

Final electronic as built documents will be provided in accordance with the University standards. Contractor shall provide all documents prior to final payment.

##### 4. (Reserved)

##### 5. Compliance with WSU Standards for Communications Infrastructure

A. All applicable work, products, materials and methods shall comply with the latest version of the "WSU Standards for Communications Infrastructure" except as where noted.

B. This document is available at the following website/URL:  
<https://computing.wayne.edu/docs/ws-u-communications-standards.pdf>.



6. Compliance With WSU Construction Contract Terms

Said work will be governed by the Wayne State University Standard Agreement Between the University and Contractor for Construction Services applicable to: Limited Scope Construction and Renovation Work and its related Terms and Conditions. A copy can be downloaded from our website at

[http://www.forms.purchasing.wayne.edu/RFPs/FPM\\_Construct\\_Standard\\_Terms.doc](http://www.forms.purchasing.wayne.edu/RFPs/FPM_Construct_Standard_Terms.doc).

1. Contract Security

A. For individual projects/mobilizations over \$50,000 billing, the successful Bidder will be required to furnish a Performance Bond and Labor and Material Payment bond in an amount equal to 100% of the contract award amount, and include such cost in the Proposal, complying with University policy and the laws of the State of Michigan.

B. Performance Bond and Labor and Material Payment Bond shall be from a surety company acceptable to the Owner and made payable as follows:

(1) A bond for 100% of the contract award amount to the Board of Governors of Wayne State University and guaranteeing the payment of all subcontractors and all indebtedness incurred for labor, materials, or any cause whatsoever on account of the Contractor in accordance with University policy and the laws of the State of Michigan relating to such bonds.

(2) A bond for 100% of the contract award amount to the Board of Governors of Wayne State University to guarantee and insure the completion of work according to the Contract.

C. The only acceptable Performance Bond shall be the AIA A312 – 2010.

D. Bond must be issued by a Surety Company with an A or A- rating as denoted in the AM Best Key Rating Guide.

E. Performance and Material Labor Bond must be provided to the Facilities Contract Administrator.

2. Bond Clarification

For individual projects below \$50,000.00, Performance Bond will not be required.

3. Liquidated Damages

It is understood and agreed that, if project is not completed within the time specified in the contract plus any extension of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay, will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by Owner would be the sum of **NA**, and therefore the contractor shall pay as liquidated damages to the Owner the sum of **NA** for each day's delay in substantially completing said project beyond the time specified in the Contract and any extensions of time allowed thereunder.

## IV. GENERAL REQUIREMENTS AND GUIDELINES

### A. Terms and Conditions

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

### B. Joint or Partnering Bids/Proposals

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

### C. Price Schedules

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

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

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

### D. Pricing Variances

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

### E. Certification, Affidavit, and Acknowledgements

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

### F. Publicity

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

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

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

### H. Credit References

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

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

### I. Insurance Requirements

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

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

For this project, Insurance is **Required**.

### J. Minority, Woman and Disabled Veteran Owned Business Enterprises (M/W/DBEs)

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

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

#### 1. Reporting

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

Kenneth Doherty, Associate Vice President  
Procurement & Strategic Sourcing  
Wayne State University  
**RFP Network Cabling Time and Materials**  
5700 Cass Avenue, Suite 4200, AAB  
Detroit, MI 48202

#### 2. Report Detail

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

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

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

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

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

### K. Ownership of Documents

All documents prepared by the VENDOR, including but not limited to: tracings, drawings, estimates, specifications, field notes, investigations,

studies and reports, shall become the property of the UNIVERSITY. At the UNIVERSITY'S option, such documents will be delivered to UNIVERSITY Procurement & Strategic Sourcing. Prior to completion of the contracted services, the UNIVERSITY shall have a recognized proprietary interest in the work product of the VENDOR.

**L. WSU Wage Rates**

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

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

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

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

**PROCEDURE**

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

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

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

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

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

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

- Withhold a portion of payments due the VENDOR as may be considered necessary by the UNIVERSITY to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this contract and the actual wages and fringe benefits paid.
- Terminate the contract and proceed to complete the contract by separate agreement with another vendor or otherwise, in which case the VENDOR and its sureties shall be liable to the UNIVERSITY for any excess costs incurred

by the UNIVERSITY.

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

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

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

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

**M. Buy American**

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

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

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

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

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

**O. Tax Exempt**

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





**Schedule A**  
**Response to Wayne State University**  
**Request for Proposal**  
**RFP: Network Cabling Time and Materials**  
**and any Amendments, Thereto**

**Dated: April 25, 2024**

**Proposal Certification, Acknowledgements,**  
**and Non-Collusion Affidavit**

VENDOR is to certify its proposal as to its compliance with the Request for Proposal specifications using the language as stated hereon.

---

**ACKNOWLEDGEMENTS**

By virtue of submittal of a Proposal, VENDOR acknowledges and agrees that:

- All of the requirements in the Scope of Work of this RFP have been read, understood and accepted.
- The University's General Requirements and Guidelines have been read, understood and accepted.
- Compliance with the Requirements and/or Specifications, General Requirements and Guidelines, and any applicable Supplemental Terms and Conditions will be assumed acceptable to the VENDOR if not otherwise noted in the submittal in an Exhibit I, Restricted Services.
- The Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal or State of Michigan department or agency.
- Wayne State University is a constitutionally autonomous public university within Michigan's system of public colleges and universities, and as such, is subject to the State of Michigan Freedom of Information Act 442 of 1976. Any Responses Proposals, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act, and may be released to third parties in compliance with that Act, regardless of notations in the VENDOR's Proposal to the contrary.
- Any contract between the UNIVERSITY and VENDOR resulting from the RFP will be made using the University's Strategic Source Agreement. The Agreement will incorporate this RFP and its terms and conditions and Vendor's Response Proposal by reference. Should the Vendor have additional terms to incorporate into the Agreement, they will be incorporated into the Agreement as an Appendix.
- Upon University request, VENDOR agrees to provide publicly distributed annual reports and/or independently audited financial statements including its statement of financial position, statement of operations, and statement of cash flows for at least the past three years.
- Upon University request, Vendor agrees to permit the UNIVERSITY to audit VENDOR's books, but only as it relates to the Wayne State University account.
- All of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement, regardless of whether the ensuing agreement specifically references the RFP and Vendor's Response Proposal.
- The individual signing below has authority to make these commitments on behalf of Supplier.
- This proposal remains in effect for **[120]** days.

VENDOR, through the signature of its agent below, hereby offers to provide the requested products/services at the prices specified, and under the terms and conditions stated and incorporated into this RFP.

---

**PROPOSAL CERTIFICATION**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of this Proposal states that the Proposal contained herein is complete and is in strict compliance with the requirements of the subject Request for Proposal dated **April 25, 2024**, except as noted in Exhibit 1, the "**Restricted Services/Exceptions to RFP**" section of the Proposal. If there are no modifications, deviations or exceptions, indicate "None" in the box below:

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



---

**NON-COLLUSION AFFIDAVIT**

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

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

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

---

**CONFLICT OF INTEREST**

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

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

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

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

\_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)



# Schedule B

## Insurance Requirements (Rev 8-2023)

For this project, Insurance is **Required**

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

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

### Maximum Acceptable Deductibles

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

### Coverage

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

### Certificates of Insurance

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

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

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

## Schedule B

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

# Schedule B



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

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

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

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

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





**WAYNE STATE**  
UNIVERSITY

**Schedule C**

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

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



# WAYNE STATE UNIVERSITY

## SCHEDULE D - SUMMARY QUESTIONNAIRE (2 PAGES)

	YES	ALTERNATIVE
1. Can your company <b>commence on or before July 8, 2024 and be completed by Completion Date?</b>	_____	_____
2. Did you attend the <b>Optional Pre-Proposal</b> meeting on <b>May 13, 2024?</b>	_____	_____
3. If the meeting was <b>Optional</b> , what was the Attendance "secret word" provided to confirm attendance?	_____	_____
4. Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, <b>Schedule A?</b>	_____	_____
5. If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements as outlined in <b>Schedule B?</b>	_____	<b>Required</b>
6. Did your company complete and provide the Summary <b>Price Schedule C</b> , and submit it electronically? ( <b>Zip Files are not acceptable</b> )	_____	_____
7. Did your company complete and submit Vendor Set-Up Documents as listed in <b>Appendix 2?</b>	_____	_____
8. Please complete the following:  Total number of employees in your company  Total years in business under this company name	_____  _____  _____	
9. Are you or any Officer, Owner or Partner in this company an employee of Wayne State University, or have you been an employee within the past 24 months? If Yes, explain in Exhibit 1.	___ <b>Yes</b> ___ <b>No</b>	
10. Are any family members of any Officer, Owner or Partner in this company employees of Wayne State University? If Yes, explain in Exhibit 1.	___ <b>Yes</b> ___ <b>No</b>	
11. Did your company provide a "Restricted Services" exhibit, Exhibit 1?	___ <b>Yes</b> ___ <b>No</b>	
12. Does your company agree to provide a minimum of 3 references to the University upon request, with specific contact names and phone numbers?	_____	_____
13. Does your company agree to provide a list of lost accounts in excess of \$25,000, if any?	_____	_____
14. For any construction or installation work, did your company quote services at <u>WSU Wage Rates</u> and clearly indicate such in your proposal?	_____	_____
15. If awarded an agreement as a result of this RFP, is your company willing to serve as a future credit reference for the University?	_____	_____
16. Does your company agree to comply with the University Smoke and Tobacco Free Policies?	_____	_____



# WAYNE STATE UNIVERSITY

## 17. ADDENDA:

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

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

Signature \_\_\_\_\_

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

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





## **APPENDIX 1**

**(WAYNE STATE UNIVERSITY CAMPUS MAP)**

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

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



## APPENDIX 2

### NEW VENDOR SET-UP REQUIREMENTS

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

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

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

You'll navigate through 9 separate screens:

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

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

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

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



**WAYNE STATE  
UNIVERSITY**

**APPENDIX 3**

**WSU WAGE RATES**

**(POSTED SEPARATELY)**

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



**WAYNE STATE**  
UNIVERSITY

## **APPENDIX 4**

### **DRAWINGS**

**Not Applicable**



**WAYNE STATE**  
UNIVERSITY

## **APPENDIX 5**

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



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

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

1. **General Purpose:** The general purpose of this Agreement is to engage the services of the Supplier to provide **(Named\_Services)** (**Services**), per the University Request for Proposal dated **(Quote\_Date)** (the RFP) and the Supplier's response Proposal dated **(Bid\_Date)**, and the Price Schedule attached as Exhibit C. The University has assigned **(Project\_Manager)** as the Contract Administrator. Only contract directives from the University's Procurement and Strategic Sourcing Department or the Contract Administrator shall be accepted by the Supplier. The Procurement contact for this agreement is **Robert Kuhn**, email; **Rfpteam3@wayne.edu**.
2. **General Duties of the Supplier:** The Supplier shall provide the University with **(Named\_Services)** of superior quality, at competitive pricing, as described in the Statement of Work section of the RFP, which is incorporated by reference into this Agreement. The Supplier agrees to perform such professional services with the standard of professional care and skill customarily provided in the performance of such services. The supplier agrees to perform these services to the reasonable satisfaction of the University during the term of this Agreement.
3. **Term:** The contract period shall be for an initial time-period commencing on the date of the last signature of the authorized representatives, and shall continue through **(Contract\_End\_Date)** (the "Initial Term"), with the option to renew for up to two additional one-year periods of Services (each a "Renewal Term" and together with the Initial Term, the "Term"), through **(Extension\_Date)**. Renewal is contingent upon both parties agreeing in writing to do so, based on satisfaction of the price and the Supplier's performance.
4. **The Roles and Responsibilities (Scope of Work):**  
The roles and responsibilities of the Supplier are listed in Exhibit A of this agreement.
5. **Wayne State University Wage Rates:** For construction and construction-like work, Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than Davis Bacon Wage Determinations (WSU Wage Rates). This includes, but is not limited to new construction, building renovation, and installation of furniture or equipment where a construction trade is used (i.e. installation of audiovisual equipment or furniture requiring electrical or carpentry work). The complete policy regarding WSU Wage Rates can be found at <https://policies.wayne.edu/appm/2-10-prevailing-wage-construction>.
6. **Customer Support:** The Supplier shall have a primary point of contact for the University community. The contact shall be accessible during normal business hours of every business day, 8:00 am to 5:00 pm (Eastern Time).
7. **Business Review Meetings:** In order to maintain the partnership between the University and the Supplier, the University requires regular Business Review meetings. Meetings shall be held on at least an annual basis, or more frequently upon University request. The business review meeting shall include, but not be limited to, the following:
  - Review of Supplier performance as demonstrated in supplier scorecards
  - Review of minimum required reports (see Section 8 below)
  - Review of continuous improvement plans

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

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

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

#### Reports & Statistics

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

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

- Purchase Orders:** Orders will be placed for goods, services or projects as the need arises, or will be issued as blanket orders for each individual fiscal year. Each order will be placed on a University Purchase Order generated through our WayneBuy system. All subsequent invoices, packing tickets, and other correspondence related to the individual order are to include the unique PO number.
- Invoicing:** Deliveries or services shall be invoiced on an individual basis and shall be due thirty (30) days after University's receipt and approval of invoice. The invoices must reference the PO number and be submitted to the University's Accounts Payable department via email address: **wsuinvoices@wayne.edu**.
- ACH Payments:** ACH payments are both faster and less costly for Suppliers and the University. As a result, this is the University's preferred payment method. The Supplier is expected to enroll in the University's ACH program. The ACH payment agreement form can be downloaded at **[https://disbursements.wayne.edu/files/ach\\_payment\\_agreement\\_form.pdf](https://disbursements.wayne.edu/files/ach_payment_agreement_form.pdf)**. The completed form should be digitally signed or signed & scanned, and sent to **vendorach@wayne.edu**.
- Tax Exempt:** Wayne State University is a tax-exempt institution. The Supplier shall include in its proposal and make payment of all Federal, State, County and Municipal taxes, including Michigan State Sales and Use Taxes, now in force or which may be enacted during the progress and completion of the work covered. Information regarding the State of Michigan sales and use tax laws related to construction or other similar work can be found in SOM Revenue Administrative Bulletin 2016-18.
- eProcurement Requirements:** The University has implemented an eProcurement platform. The Supplier will work in close cooperation with the Procurement Department to adapt to the eProcurement program as required by the University.
- Annual Price Increases:** All prices quoted must be firm through September 30, 20\_\_\_. If a price increase is required at the end of periods two or three, the Supplier must have their request in writing to the Commodity Manager no later than July 31 of the preceding term. Price increases must be justified by citing the appropriate market indices. Price increases will be reviewed and either accepted or rejected in writing.
- 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:
  - Was in the possession of the Supplier at the time of disclosure by the University, directly or indirectly;
  - Is or has become, through no fault of the Supplier, available to the general public; or
  - Is independently developed and hereafter supplied to the Supplier by a third party without restriction on disclosure. The provisions of this Section 14 shall survive expiration and termination of this Agreement.

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



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

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

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

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

When termination of the contract is determined to be in the best interest of the University for serving it's community, and its students, faculty, and staff.
- Note:** Any contract cancellation notice shall not relieve the SUPPLIER of the obligation to deliver and/or perform prior to the effective date of cancellation.

25. **Cancellation of Contract by the Supplier:** The Supplier must provide a minimum of ninety (90) days written notice of cancellation of contract to the UNIVERSITY regardless of the reason for said termination. Such notification must be sent to:

Kenneth Doherty, Associate Vice President  
Procurement & Business Services  
Wayne State University  
**RFP: Network Cabling Time and Materials**  
5700 Cass Avenue, Suite 4200, AAB

Detroit, MI 48202

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

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

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

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

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

38. Insurance:

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

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

**General Requirements**

**Type of Insurance**

**Minimum Requirement**

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

**Maximum Acceptable Deductibles**

**Type of Insurance**

**Deductible**

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

**Coverage**

- All liability policies must be written on an occurrence form of coverage.
- 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.
- 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.
- 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."
- 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**

- 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.
- Certificates shall contain a statement from the insurer that, for this contract, the care, custody, or control exclusion is waived.
- 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.
- Revised certificates must be forwarded to the Office of Risk Management thirty (30) days prior to the expiration of any insurance coverage listed on the original certificate, as follows:

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

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

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

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

**Wayne State University**

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

Name: Kenneth Doherty, CPSM

Title: Associate Vice President – Procurement

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

Phone: 313-577-3756

email: ac0578@wayne.edu

**(Supplier Name)**

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

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

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

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

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

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

**Wayne State University**

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

Name: Bethany Gielczyk

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

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

Phone: 313-577-5426

email: BGielczyk@wayne.edu

Sample

## EXHIBIT A

### Roles & Responsibilities

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

Sample



## EXHIBIT B

### Confidentiality and Non-Disclosure Agreement

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

1) Confidential Information

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

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

2) Use of Information

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

3) Reproduction of Materials

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

4) Confidentiality

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

5) No Waiver

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

6) Supplier Employees and Agents

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

7) Breach of Contract

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

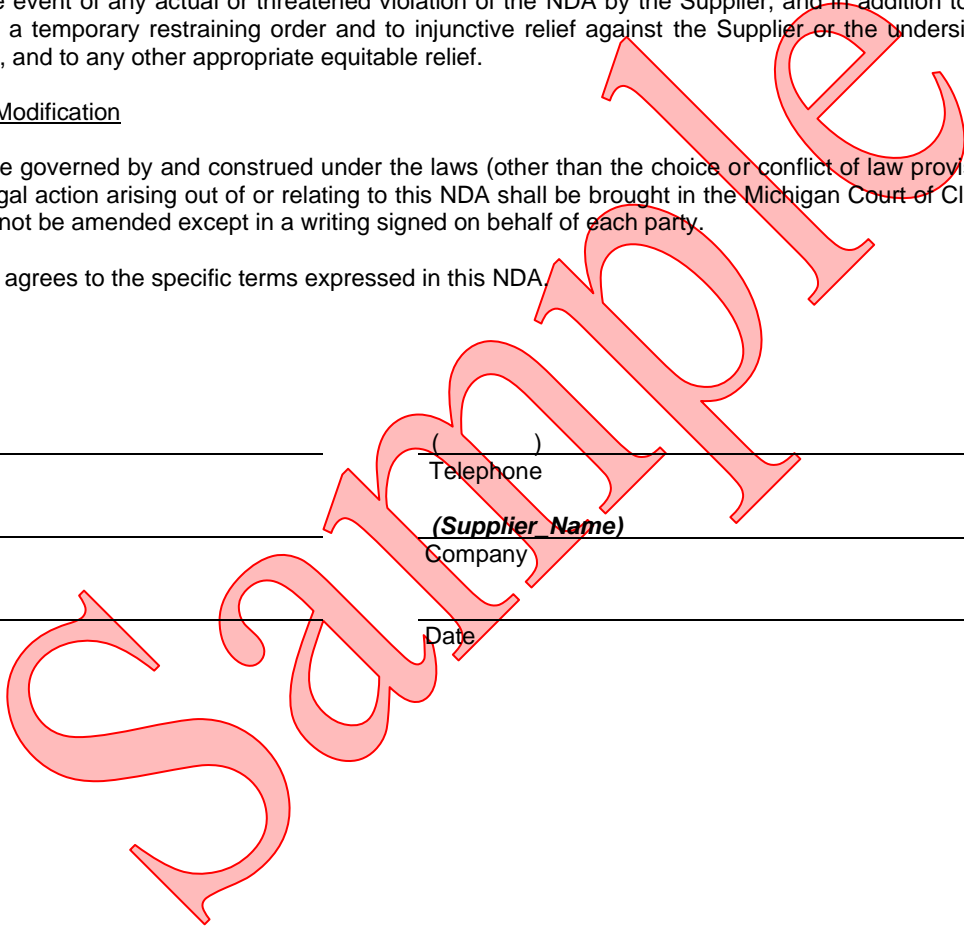
The Supplier acknowledges and agrees that a breach of this NDA may cause continuing and irreparable injury to the University as a direct result of any such violation, for which the remedies at law may be inadequate, and that the University shall therefore be entitled, in the event of any actual or threatened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

8) Governing Law, Modification

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

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

_____	( )
Name	Telephone
_____	<b>(Supplier Name)</b>
Title	Company
_____	_____
Signature	Date





WAYNE STATE  
UNIVERSITY

## EXHIBIT C

### Price or Rate Structure

Sample





IV. GENERAL REQUIREMENTS AND GUIDELINES

**APPENDIX 6**

**LOW VOLTAGE VENDOR PERFORMANCE EVALUATION**

## Low Voltage Vendor Performance Evaluation

In an effort to provide continuous process improvement regarding the work assignments for various university projects, Wayne State University is embarking upon a process of evaluating the vendor's overall performance following the completion of work. At the conclusion of the work assignment, a subjective evaluation of the Vendor's performance will be prepared by C&IT.

We are providing the evaluation instrument at this time to allow the bidding Vendors to review and understand the criterion that the C&IT Enterprise Networks team will use to evaluate the successful bidder's performance at the conclusion of each work assignment. It is the intent of the University to utilize the results of this evaluation to determine if it will continue to conduct business with the Vendor in future bidding opportunities.

The scoring range is between 100 to 500 points, with 100 being low and 500 being high. Each question has an associated 'weight' factor, and the higher the weight; the greater the importance of satisfactory performance on the final score. After the conclusion of the work assignment, and after the C&IT coordinator has prepared an evaluation, C&IT's Director of Enterprise Networks will meet with the Vendor to review the results on a quarterly basis. Acceptable vendor performance is essential to avoid having the University decline future work with the Vendor. An appeals process is available for Vendor disagreement with evaluation scores.

Vendors engaged in work are encouraged to maintain an open and regular dialog with C&IT over the course of the work assignment to ensure that the final evaluation is an accurate representation of the Vendor's performance.

Sample

## Low Voltage Vendor Evaluation Sheet

Vendor Name: \_\_\_\_\_ Work Assignment Name: \_\_\_\_\_

Field Technician: \_\_\_\_\_ C&IT Coordinator Name: \_\_\_\_\_

PO/TSR#: \_\_\_\_\_

**EVALUATION SCORING:** 1 = Unacceptable, 2 = Less than Satisfactory, 3 = Satisfactory or Neutral, 4 = Good, 5 = Excellent  
 Note: Comments are REQUIRED if any score is less than 3. Write comments on the back of this evaluation.

Field Management		Score					Weight	Total
1)	Work Planning / Schedule:	1	2	3	4	5	5	
2)	Compliance with Documentation:	1	2	3	4	5	4	
3)	Safety Plan & Compliance:	1	2	3	4	5	3	
4)	Compliance with C&IT Standards Doc:	1	2	3	4	5	10	
5)	Effectiveness of Work Assignment Supervision:	1	2	3	4	5	3	
6)	Work Assgnment Location Cleanliness:	1	2	3	4	5	5	
7)	Punch List Performance:	1	2	3	4	5	5	
8)	Vendor Coordination with WSU Vendors:	1	2	3	4	5	3	
9)	Installation Quality:	1	2	3	4	5	10	
<b>Administrative Management</b>								
10)	Responsiveness:	1	2	3	4	5	10	
11)	Vendor Communication:	1	2	3	4	5	5	
12)	Vendor Professionalism	1	2	3	4	5	5	
13)	Compliance with work assignment and Contractual Requirements:	1	2	3	4	5	5	
14)	Close-out - Accuracy of Documents:	1	2	3	4	5	10	
15)	Timely and Accurate Billing/Invoice Documents	1	2	3	4	5	10	
<b>Change Management</b>								
16)	Timely and Prior Notification for Interruption	1	2	3	4	5	7	
							<b>Total</b>	<b>Total</b>
							100	

**Evaluator**

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

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

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

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

Sample