Request for Proposal

and Specifications for

Pest Management

Wayne State University
Procurement & Strategic Sourcing

May 24, 2018
May 24, 2018

Dear Vendors:

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

Wayne State University invites you to participate in its Request for Proposal process to provide **Pest Management**, for the **Housing and Student Auxiliary Services**, per the specifications contained herein the Request for Proposal. This service is expected to commence on **October 1, 2018**.

We have a bid information package complete with the Request for Proposal and complete specifications available for downloading from the University Purchasing Web Site at [http://go.wayne.edu/bids](http://go.wayne.edu/bids) (include capitalization and underscores) as of **May 24, 2018**. When visiting the Web Site, click on the “Service” link in green. Copies of the RFP will not be available at the pre-proposal meeting. If you are interested in participating in this process, you and/or responsible representatives of your organization must attend our mandatory pre-proposal meeting to be held on:

**May 31, 2018, 9:00 am (EST)**  
**Student Center Building**  
**5221 Gullen Mall,**  
**Hilberry A – Second Floor Student Center**  
**Detroit, MI 48202**

For your convenience a map of the University and appropriate parking lots can be downloaded and printed from: [http://campusmap.wayne.edu](http://campusmap.wayne.edu). Guest parking in any of the University student and guest lots is **$7.75**. A detailed list of Cash & Credit Card operated lots can be viewed at [http://procurement.wayne.edu/cash_and_credit_card_lots.php](http://procurement.wayne.edu/cash_and_credit_card_lots.php). Cash lots dispense change in quarters. Due to time constraints, Vendors are encouraged to avoid parking at meters on the street (especially blue “handicapped” meters). Please confirm your participation and/or attendance at the mandatory pre-proposal meeting by emailing your intent to participate (or not to participate) by sending Appendix 2 to Valerie Kreher at rfpteam2@wayne.edu no later than **12:00 noon on May 30, 2018**.

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

Sincerely,

Valerie Kreher  
Senior Buyer

Enclosure  
Cc: Leiann Day  
Attachments:
RFP: Pest Management
for the Housing and Student Auxiliary Services

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I. INTRODUCTION

A. Wayne State University, founded in 1868, is committed to preparing its students to excel in a fast-paced and interconnected global society. It combines the academic excellence of a major research university with the practical experiences of an institution whose history, location and diversity make it a microcosm of the world students will enter when they graduate. The University is classified by the Carnegie Foundation for the Advancement of Teaching as RU/VH (Research University, Very High research activity), a distinction held by only 2.3 percent of institutions of higher education in the United States. It has 13 colleges and schools and offers more than 380 academic programs including bachelor’s, master’s and doctoral degrees; post-baccalaureate, graduate and specialist certificates; and three professional programs (http://wayne.edu/about/facts/).

B. Procurement & Strategic Sourcing is soliciting proposals from qualified professional organizations, hereafter referred to as VENDOR(s), who specialize in providing Pest Management of superior quality, at competitive pricing, as described in the Statement of Work section of the Request for Proposal (RFP). Project must commence on or before October 1, 2018 and be completed by September 30, 2021.

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

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

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

D. Expenses for developing and presenting proposals shall be the entire responsibility of the VENDOR and shall not be chargeable to the UNIVERSITY. All supporting documentation and manuals submitted with this proposal will become the property of the UNIVERSITY.

E. All questions concerning this Request for Proposal are to be directed to Valerie Kreher, Senior Buyer, Email; rfpteam2@wayne.edu and to Leiann Day, Associate Director, Email; leiann.day@wayne.edu. Copy both Valerie Kreher and Leiann Day on all E-Mail questions. The deadline for questions is June 4, 2018, 12:00 noon. Under no circumstances may a VENDOR contact other individuals at the UNIVERSITY, or its consultants to discuss any aspect of this RFP, unless expressly authorized by Procurement & Strategic Sourcing to do so.

II. INFORMATION FOR VENDOR

A. General

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

B. Calendar of Events

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Formal Release of RFP</td>
<td>Purchasing (PD)</td>
<td>May 24, 2018</td>
</tr>
</tbody>
</table>
C. Mandatory Pre-Proposal Meeting

You must attend a mandatory Pre-Proposal Meeting on May 31, 2018 at 9:00 am (EST) at the Student Center Building, 5221 Gullen Mall, Hillberry A – Second Floor Student Center, Detroit, MI 48202, as a condition for submitting a proposal.

Pre-registration for the meeting is to be made on or before Noon on May 30, 2018. Please email Appendix 2 to attention of Valerie Kreher at rfp team2@wayne.edu to confirm your attendance.

During this meeting, we will answer any questions you may have to clarify any ambiguities in this Request for Proposal. Answers to questions that cannot be answered during this meeting will be emailed to all VENDORS and posted to the University website as soon as they are obtained.

D. Examination of the Request for Proposal

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

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

E. Delivery of Proposals (10-30-2009)

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

In addition, an electronic version is required, which should be submitted to our secure mailbox at rfp@wayne.edu and be sure your subject line reads "(company name) RFP Pest Management Response". The electronic submission should be limited to no more than one of each of the following file types: 1 Word Document and/or 1 Excel Workbook and/or 1 PDF document, with a total file size less than 20 megabytes. ZIP Files containing separate sections of a proposal are not acceptable, drop box submissions are not accepted either. If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your Proposal. If you do not receive an auto-
reply message, check the address you used and resubmit your Proposal. However, in the event a discrepancy exists between the electronic submission and the original copy of the Vendor’s Response Proposal, the original copy will prevail.

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

The specific format for responses is detailed in Section II F (below). Proposals and Schedule C, Cost Schedule must be signed and the authority of the individual signing must be stated thereon. All responses are to be addressed to:

**ATTN.: Valerie Kreher, Senior Buyer**
Wayne State University
**RFP: Pest Management**
5700 Cass Avenue, 4th Floor - Suite 4200 AAB
Detroit, MI 48202

And: E-mail a copy to RFP@wayne.edu / Subject line: “(company name) RFP Pest Management Response”.

Deadline for receipt of proposals by Procurement & Strategic Sourcing is, **June 8, 2018 by 4:00 p.m. (local time).** Date and time will be stamped on the proposals by Procurement & Strategic Sourcing. **Proposals received after that time will not be accepted.** No details of the proposal will be divulged at the time of opening.

**F. Proposal Format**

Proposals are limited to **30 pages total**, one sided, and eleven (11) point font. (This is inclusive of all required documents and schedules and any optional material included at the discretion of the respondent, but tab sheets and the cover pages do not count in the overall document count.)

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

**Schedules (provided in this package)**

- **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

**Exhibits (created by Vendors as needed)**

- **Exhibit 1** - Exceptions/Restrictions; if any (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 Standard Service Provider Agreement (Appendix 5) that incorporates the RFP, VENDOR Proposal, any letters of clarification, and will require the issuance of a Purchase Order for invoicing purposes.

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

**G. Proposal Evaluation**

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

   - Ability to meet all mandatory requirements and specifications of this RFP;
• Cost of Services; Compensation and Fees; (Schedule C);
• Financial Strength of the VENDOR;
• Proposal Documentation / Presentation;
• VENDOR'S Experience (Exhibit 2);
• VENDOR Profiles/References; (Exhibit 2);
• VENDOR Service Plan; (Exhibit 3);

NOTE: Evaluation Criteria are in alphabetical order and are not stated in order of preference.

VENDOR proposals will be evaluated by a team consisting of members of the UNIVERSITY’S Purchasing and Housing and Student Auxiliary Services. A preliminary screening will be used to identify competitive VENDORS who have met the mandatory requirements. Procurement & Strategic Sourcing may subsequently request selected VENDORS to make a presentation at a set time and date, to clarify information provided in the proposals. Final consideration, evaluation, and recommendation may be made at this point. However, the UNIVERSITY reserves the right to take additional time for reference review, site visits and/or proposal negotiations.

2. To qualify for evaluation, a VENDOR’S proposal must be responsive, must have been submitted on time and must materially satisfy all mandatory requirements identified throughout the RFP, in the judgment of the UNIVERSITY. Any deviation from requirements indicated herein must be stated in the proposal specifically under the category "Restricted Services", and clearly identified as Exhibit 1. Otherwise it will be considered that proposals are in strict compliance with all requirements. Check the box indicating "None" for Restricted Services on the Proposal Certification Schedule A. In those cases where mandatory requirements are stated, material failure to meet those requirements may result in disqualification of the VENDOR'S response.

3. If there are portions of any proposal the UNIVERSITY finds unacceptable or otherwise in need of clarification or revision, the UNIVERSITY reserves the right to clarify or negotiate with any or all VENDORS. Should the outcome of evaluations result in a recommendation, any resulting contract will be subject to the approval of the UNIVERSITY’S General Counsel and must be approved and signed by the appropriate UNIVERSITY representative.

4. After notification of acceptance of proposal and the signing of a resulting agreement and/or Purchase Order, the successful VENDOR will be expected to establish and be in a position to commence work or services on or before October 1, 2018.

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

1. VENDOR Profile should include:

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

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

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

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

ATTN.: Kenneth Doherty, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University
RFP: Pest Management
Procurement & Strategic Sourcing
5700 Cass Avenue, 4th Floor - Suite 4200 AAB
VENDORS must include a self-addressed envelope marked "Confidential" with their financial statement. Statements will be returned upon completion of any University review.

2. Experience

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

3. References

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

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

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

4. Lost Accounts and Legal Actions

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

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

I. VENDOR Service Plan

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

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

III. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A. Project Requirements and Specifications:

Wayne State University’s Procurement and Strategic Sourcing Department, hereafter referred to as the University, is soliciting proposals from prospective pest and rodent control firms, hereafter referred to as the Vendor(s), for Student Auxiliary Services (SAS), a unit in the Division of Academic Affairs that manages and
supervises student-centered facilities. These facilities include university owned and operated buildings such as
the Student Center Building and McGregor Conference Center, and the third party dining partner’s facilities,
which includes restaurants, retail units, convenience stores and small stand-alone limited service sites. SAS is
not seeking such service for university apartments or residence halls as these are handled by a third party
property and facility management firm.

The University prefers a comprehensive service provider that can address all required services, but reserves
the right to the right to award service in each of the three (3) services separately. All work must be performed
by a licensed and insured commercial pest control company. There must be a Michigan State approved
Integrated Pest Management Program (IPM) in place prior to performing any pest control services on the
campus of Wayne State University.

The selected vendor will be able to provide the following services:
1. Required – Preventative and response treatments for cockroaches and other insects.
2. Required - Preventative and response treatments for mice and rodents.
3. Required Response treatments for bedbugs which must include prices for chemical and thermal
treatments.
4. Optional – the Vendor may provide pricing for animal removal for such things as bats, raccoons,
squirrels, chipmunks, and skunks.
5. For the response treatments in the Required services for sensitive areas, such as food preparation and
dining areas, the Vendor must be able to address the issues in under two (2) business days.

Please note: There are three tabs in the spreadsheet, to separate Pests, Rodents, Response Treatment
(pricing for two business day response for pest and bedbug treatment). The Vendor can provide his own
spreadsheet or document regarding the Optional service.

The price quote should include a break-down of cost for a one year service plan for regularly scheduled
preventative services with maximum % increases for optional year two and year three. It should also include a
cost for individual service calls to address roach infestation, mice or rodents, bedbugs, and other animals such
as bats, raccoons, and squirrels.

The scope of this project must focus on the elimination and preventative maintenance of pests (roaches and
insects), and rodents. The university is looking for a well-defined / outlined preventative maintenance program
to eliminate and or control bed bugs pests and rodents. Vendors are required to provide two (2) price
structures: the first for scheduled activities (to be priced by building) and the second for emergency visits for
the eradication of bed bugs and etc., (to be priced by room).

The University reserves the right to change the frequency of preventative maintenance treatments at its sole
discretion.

The Vendor may supply an alternate treatments plan based upon professional knowledge but the alternate
plan must be clearly labeled as ALTERNATE TREATMENT PLAN.

A. Time Periods

This RFP covers the service period October 1, 2018 thru September 30, 2021.

A probationary period will be for ninety days (90) commencing after the issuance of a contract/purchase order.
If VENDOR performance proves to be satisfactory then the contract/purchase order will remain in place
through September 30, 2021. If VENDOR performance is not acceptable then the contract will be cancellable
at the determination of the University.

B. Additional Requirements

   Uniforms: All persons providing Pest and Rodent Maintenance Services are expected to be in full uniform
any time they are on campus providing such service. Uniforms are to clearly identify the driver and/or
other persons as employees of the VENDOR.

   Badges: All persons providing services are expected to have a picture ID at all times

   Vendor to provide manufacturers product data for all products to be used including chemicals, traps,
monitors, and baits.
Vendor must label all hazardous materials with appropriate SDS Labels.

Vendor must supply WSU with (15) sets of complete Safety Data Sheets (SDS) that reflect any chemicals that are being used on the university campus. Vendor must provide updated SDS sheets in a timely manner. The vendor must supply WSU with SDS sheets for any new chemical products that are being used on campus.

SDS sheets should be also be provided electronically.

Vendor must supply treatment/inspection documentation including checklist as requested by WSU in a method that fully supports WSU record keeping for all eradication, treatments, baiting, trapping and inspections.

Vendor should include on his/her report any needed caulking/repairs to seal opening and penetrations.

For every treatment where the treatment is in response to reported roach activity, or where roach activity is noted by the servicing technician, roach traps/monitors must be used in a proper quantity for the room space and set in as inconspicuous place as reasonable. Each trap/monitor is to be checked for activity within 7-days of placement. If continued activity is in evidence, the traps/monitors are to be replaced and continued in their use, and followed up on again within 7-days. This shall continue until complete eradication can be documented by the vendor. Each trap/monitor is to be labeled with the date of its placement. No trap/monitor should be left beyond the date that complete eradication has been documented.

A list of all Monitors and traps must be provided upon request.

The vendor is responsible to move and replace all furniture and equipment needed to fully complete each assignment and also address all fans, vents, and hoods as necessary.

The vendor must remove (vacuum) any dead bugs in the course of treatments and inspections.

Vendor shall consult with Wayne State University’s on-site management when placing monitors/traps/baits in order to safeguard their patrons and reflect management’s aesthetic environmental concerns.

Vendor must treat all WSU vendor kitchens and food preparation areas when installing rodent traps or baits, the item must be labeled with the date of installation and baits shall be maintained and followed up on and replaced to assure their intended effectiveness.

The vendor must provide adequate supervisory staff, to assure that the requirements and specifications in this document are adhered to during the course of treatment and inspections. Routine supervisory inspections are to be performed by management in order to affirm this.

Vendors must define their eradication methods in terms of a Primary Treatment Method and a Secondary Treatment Method in the event the Primary Treatment Method is not effective.

Vendor to provide diagrams/schematics showing the location and types of traps, eradication methods deployed.

Vendor to label all hazardous materials with appropriate SDS Labels.

Vendor to apply University supplied or approved “Sticky Notes/Notifications that specific rooms/areas have been serviced.

WSU Housing management reserves the right to assign staff or a third party vendor to observe/inspect ongoing treatment activities at any time.

Background checks may be requested for any person on the job site
Work/Service Notices must balance and reconcile with Invoices. Invoices must be itemized by the treatment provided, location treated, date applied, and must correspond to the work/Service Notice given after treatment and provided to the Building Manager, after treatment is administered. Invoice must be sent electronically or delivered to the Student Auxiliary Services office in addition to any other Procurement requirements. Discrepancies may delay vendor payment. Accurate and timely billing will be a measure of Vendor Performance.

Report all emergencies first to the UNIVERSITY’S Public Safety and then to the Environmental Health and Safety Department, and then the Contract Administrator.

Report non-emergency problems directly to the Contract Administrator or his/her designee. Department.

(Exact contacts and phone numbers to be provided to Awarded Vendor)
IV. GENERAL REQUIREMENTS AND GUIDELINES

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

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

B. Governing Law (Michigan)

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

C. Non-Discrimination

The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, creed, color, national origin, age, religion, sex, sexual orientation, marital status or handicap protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a proposal, VENDORS certify that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. Information on the Civil Rights Act can be found at http://www.eeoc.gov/laws/statutes/titlevii.cfm

D. Civil Rights Requirements

All VENDORS must be in compliance with the directives of the Michigan Department of Civil Rights. The Department of Civil Rights web address is http://www.michigan.gov/mdcs/0,1607,7-147-6881--,00.html

E. Immigration Reform and Control Act of 1986

By submitting a proposal, the VENDORS certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. Debarment Status (6-12-2009)

By submitting a proposal, VENDORS certify that they are not currently debarred from submitting bids on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts. The University’s Department Policy can be found at http://procurement.wayne.edu/vendors/debarred.php. State of Michigan information on Debarment can be found at http://www.michigan.gov/buymichiganfirst/0,1607,7-225-48677-20042--,00.html. The Federal Debarred Vendor List (Excluded Parties List System) and related links can be found at http://www.epis.gov/

G. Indemnification and Hold Harmless

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

H. VENDOR Liability

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

I. Early Termination by the University

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

1. Default of VENDOR

   It shall be considered a default whenever the VENDOR shall:
   a. Disregard or violate material provisions of the contract documents or UNIVERSITY instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.
   b. Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

   Note: Any contract cancellation notice shall not relieve the VENDOR of the obligation to deliver and/or perform prior to the effective date of cancellation.

J. Cancellation of Contract by VENDOR

VENDOR must provide a minimum of ninety (90) days written notice of cancellation of contract to the UNIVERSITY regardless of the reason for said termination. Such notification must be sent to:

Kenneth Doherty, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University
RFP: Pest Management
5700 Cass Avenue, Suite 4200, AAB
Detroit, MI 48202

K. Joint or Partnering Bids/Proposals

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

L. Non-Assignment

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

M. Price Schedules

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

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

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

N. Pricing Variances

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

O. Certification, Affidavit, and Acknowledgements (11-01-11)
The Proposal Certification, Non-Collusion Affidavit, and Vendor Acknowledgements, Schedule A, must be executed as a part of the VENDOR’s proposal.

P. VENDOR Payment/Billing Terms

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

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

Q. Entire Agreement

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

R. Severability

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

S. Modification of Service

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

In the event prices and rates cannot be negotiated to the satisfaction of both parties, the contract may be subject to cancellation and competitive bidding based upon the new specifications.

T. Publicity

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

U. Independent Contractor

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

V. Confidentiality

Proposals could be subject to public review after the contracts have been awarded. VENDORS responding to this proposal are cautioned not to include any proprietary information as part of their proposal unless such proprietary information is carefully identified as such in writing, and the UNIVERSITY accepts, in writing, the information as proprietary.

W. Credit References

From time to time, the University is asked to provide credit and business references to potential new Vendors. In the event your company is awarded a contract as a result of your response to this RFP, the University would like the option to include your company as a future reference.

X. Insurance Requirements (10-5-2009)

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

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

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

If the firm is not an M/W/DBE, 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/DBEs.

1. Reporting

The selected firm will identify and fairly consider M/W/DBE 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/DBE 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.

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.

2. Report Detail

M/W/DBE 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.

Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than prevailing wage rates.

AA. Prevailing Wage Rates (4-25-2010)

Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than prevailing wage rates.
Wayne State University's Prevailing Wage Requirements:

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

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

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

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

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

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

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

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

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

The current applicable prevailing wage rates are identified by the State of Michigan Department of Consumer & Industry Services, Bureau of Safety and Regulation, Wage and Hour Division, as determined by the United States Secretary of Labor. Individually contracted labor commonly referred to as "1099 Workers" are not acceptable for work related to this project.

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

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

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

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

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

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

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

BB. Buy American

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

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

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

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

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

DD. Taxes

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

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[Wayne State University's website]

For more information about the University's policies and procedures, please visit the University's website at http://wayne.edu/smoke-free/policy/.

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[State of Michigan's website for prevailing wage rates]

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[Wayne State University's Procurement website]

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[Michigan Department of Consumer & Industry Services website]

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[Department of Labor website]

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[Wayne State University's Debarment Policy website]

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[Michigan State Sales and Use Tax laws website]

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[Wayne State University's Revenue Administrative Bulletin 2016-18 website]
Schedule A

Response to Wayne State University
Request for Proposal
RFP: Pest Management
And To Any Amendments, Thereto

Dated: May 24, 2018

Proposal Certification, Acknowledgements,
and Non-Collusion Affidavit

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

ACKNOWLEDGEMENTS

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

- All of the requirements in the Scope of Work of this RFP have been read, understood and accepted.
- The University's General Requirements and Guidelines have been read, understood and accepted.
- Compliance with the Requirements and/or Specifications, General Requirements and Guidelines, and any applicable Supplemental Terms and Conditions will be assumed acceptable to the VENDOR if not otherwise noted in the submittal in an Exhibit I, Restricted Services.
- The Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal or State of Michigan department or agency.
- Wayne State University is a constitutionally autonomous public university within Michigan’s system of public colleges and universities, and as such, is subject to the State of Michigan Freedom of Information Act 442 of 1976. Any Responses Proposals, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act, and may be released to third parties in compliance with that Act, regardless of notations in the VENDOR’s Proposal to the contrary.
- Any contract between the UNIVERSITY and VENDOR resulting from the RFP will be made using the University's Standard Service Provider Agreement. The Agreement will incorporate this RFP and its terms and conditions and Vendor’s Response Proposal by reference. Should the Vendor have additional terms to incorporate into the Agreement, they will be incorporated into the Agreement as an Appendix.
- All of the Terms and Conditions of this RFP and Vendor’s Response Proposal become part of any ensuing agreement, regardless of whether the ensuing agreement specifically references the RFP and Vendor's Response Proposal.
- The individual signing below has authority to make these commitments on behalf of Supplier.
- This proposal remains in effect for 120 days.

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

PROPOSAL CERTIFICATION

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of this Proposal states that the Proposal contained herein is complete and is in strict compliance with the requirements of the subject Request for Proposal dated May 24, 2018, except as noted in Exhibit 1, the "Restricted Services/Exceptions to RFP" section of the Proposal. If there are no modifications, deviations or exceptions, indicate “None” in the box below:

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

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

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

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

______________________________

CONFLICT OF INTEREST

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

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

Company Name: _________________________________________________________

Address: _________________________________________________________

Telephone: (________________) ___________________________________

Fax: (________________) ___________________________________

Email address: _________________________________________________________

Submitted by: _________________________________________________________

Signature _________________________________________________________

____________________________________    ___________________

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

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

**Type of Insurance**  |  **General Requirements**  |  **Minimum Requirement**
--- | --- | ---
1. Commercial General Liability (CGL)  |  CGL insurance should be written on ISO form CG 00 01 (or equivalent substitute)  |  $1,000,000 combined single limit
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** |
--- | ---
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.

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

(Cost Schedule; Compensation and Fees)

See web site:

http://go.wayne.edu/bids
**SCHEDULE D - SUMMARY QUESTIONNAIRE**

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<td>1.</td>
<td>Can your company <strong>commence on or before October 1, 2018 and be completed by September 30, 2021?</strong></td>
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<td>2.</td>
<td>Does your company agree to provide a minimum of <strong>3 references</strong> to the University <strong>upon request</strong>, with specific contact names and phone numbers?</td>
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<td>3.</td>
<td>Did you attend <strong>the mandatory Pre-Proposal meeting on May 31, 2018?</strong></td>
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<td>4.</td>
<td>If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements?</td>
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<td>5.</td>
<td>Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, <strong>Schedule A?</strong></td>
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<td>6.</td>
<td>Did your company complete and provide the Summary <strong>Price Schedule C</strong>, and submit it electronically to <strong><a href="mailto:rfp@wayne.edu">rfp@wayne.edu</a></strong>? <strong>(Zip Files and Drop Box submissions are not acceptable)</strong></td>
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<td>7.</td>
<td>Does your company agree to enroll in our ACH payment program?</td>
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<td>8.</td>
<td>Did your company agree to guarantee to maintain a top priority for the UNIVERSITY?</td>
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| 9. | Please complete the following questions:  
   Total number of employees in your company |   |     |
   Total years in business with this company name |   |     |
| 10. | Does your company agree to provide financial reports to the University **upon request?** |   |     |
| 11. | Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account? |   |     |
| 12. | Are there any conflicts of interest in doing business with the University? | Yes | No |
| 13. | Did your company provide a “Restricted Services” exhibit, **EXHIBIT 1?** | Yes | No |
| 14. | Does your company agree to provide a list of **lost accounts** in excess of **$25,000?** |   |     |
| 15. | Did your company quote services at **prevailing wage rates** where applicable and clearly indicate such in your proposal? | NA |     |
| 16. | If awarded an agreement as a result of this RFP, is your company willing to serve as a future credit reference for the University? |   |     |
| 17. | Does your company agree to comply with the University Smoke and Tobacco Free Policies? |   |     |
18. **ADDENDA:**

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

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**Company Name:** _________________________________________________________

**Signature**

**Typed Name**

____________________________________    ___________________

(Title)                                                  (Date)
APPENDIX 1

(Wayne State University Campus Map)

See web site:

http://campusmap.wayne.edu/

A detailed list of Cash & Coin operated lots can be viewed at
http://procurement.wayne.edu/cash_and_credit_card_lots.php
REGISTRATION/INTENT FORM
RFP: Pest Management / Valerie Kreher

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, **May 31, 2018 at 9:00 am** and your intent to submit a proposal for the services listed. Please type or print the information requested below, then email to attention of **Valerie Kreher, Senior Buyer** at *(Primary Buyer Email)*@wayne.edu by, **May 30, 2018**, 12:00 noon.

**VENDOR Name:**

________________________________________________________

**VENDOR Address:**

________________________________________________________

________________________________________________________

**Contact Person:**

________________________________________________________

**Telephone:**

(_______)

________________________________________________________

**Fax:**

(_______)

________________________________________________________

**E-mail**

________________________________________________________

**YES** ______ I will be attending the mandatory Pre-proposal meeting on **May 31, 2018**

**Location:** Student Center Building  
5221 Gullen Mall,  
Hilberry A – Second Floor Student Center  
Detroit, MI  48202

**Time:**  9:00 am *(EST)*

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

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

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

**Valerie Kreher**

**Senior Buyer**
WAYNE STATE UNIVERSITY
STANDARD SERVICE PROVIDER AGREEMENT
Wayne State University
STANDARD SERVICE PROVIDER AGREEMENT

This Agreement is made by and between Wayne State University, 5700 Cass Avenue, suite 4200, Detroit, Michigan 48202, a constitutional body corporate of the State of Michigan ("University") and, (Supplier Name), (Supplier Address), (Supplier City_State_Zip), ("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), 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 B). The University has assigned (Project_Manager) as the Contract Administrator. Only contract directives from the University’s Procurement and Strategic Sourcing Department or the Contract Administrator shall be accepted by the Supplier.

2. General Duties of the Supplier: The Supplier shall provide the University with (Named_Services) of superior quality, at competitive pricing, as described in the Statement of Work section of the RFP, which is incorporated by reference into this Agreement. The Supplier agrees to perform such professional services with the standard of professional care and skill customarily provided in the performance of such services. The supplier agrees to perform these services to the satisfaction of the University during the term of this Agreement.

3. Term: The contract period shall be for an initial time period through (Contract_End_Date), with the option to renew for up to one additional one-year period of service, 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.

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

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

5. Customer Support: The Supplier shall have a primary point of contact for the University community. The contact shall be accessible during normal business hours of every business day, 8:00 am to 5:00 pm (Eastern Time). A toll free number is preferred.

6. Business Review Meetings: In order to maintain the partnership between the University and the Preferred 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 below)
   • Review of continuous improvement plans
Frequency of Business Review meetings will be defined at the end of Year One by mutual agreement

7. 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 (insert name) as listed below:

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

Reports & Statistics
• Quantity and total value of all product being sold & installed
• Total value of tier 2 purchases obtained from Diverse Businesses (M/W/DBE)
• Weighted Average Discount for each purchase (Standard Educational Pricing vs Wayne State Pricing)
8. **Purchase Orders:** Orders will be placed for goods, services or projects as the need arises. Each order will be placed on an individual University Purchase Order generated through our WayneBuy system. All subsequent invoices, packing tickets, and other correspondence related to the individual order are to include the unique PO number.

9. **Invoicing:** Deliveries shall be invoiced on an individual basis. It is the intent of Procurement and Strategic Sourcing to enable the Supplier in WayneBuy, the Supplier should be einvoice capable. If e invoicing is not an option at inception of the contract, the invoices must reference the PO number and be submitted to the University's Accounts Payable department via email address: wsuinvoices@wayne.edu.

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

11. **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.

12. **Annual Price Increases:** All prices quoted must be firm for the first ____ months (__) of the contract, 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 each year. Price increases must be justified by citing the appropriate market indices. Price increases will be reviewed and either accepted or rejected in writing.

13. **Shared Revenue:** The Supplier will provide a “shared revenue” commission on all sales to help offset the internal cost for administration of the program through the University. This shared revenue plan is listed below:

   Shared Revenue Schedule: payable annually:
   - Sales up to $250,000 - 1%
   - Sales above $500,000 - 2%

14. **Confidentiality of Information:** The Supplier agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to this Agreement unless the Supplier has received prior written consent of the University to make such disclosure. This obligation of confidentiality does not extend to any information that:
   - a) Was in the possession of the Supplier at the time of disclosure by the University, directly or indirectly;
   - b) Is or has become, through no fault of the Supplier, available to the general public; or
   - c) Is independently developed and hereafter supplied to the Supplier by a third party without restriction on disclosure. The provisions of this Section 14 shall survive expiration and termination of this Agreement.

   The Supplier is required to sign the University Confidentiality and Non-Disclosure Agreement. A copy of the Agreement can be found in Exhibit C. If the Supplier is not an individual, the Supplier represents and warrants that it has the authority to bind each of its employees, officers, agents, representatives and consultants to the terms of the Agreement. The Supplier shall be responsible for ensuring such personnel are aware of and comply with all obligations imposed by this Confidentiality and Non-Disclosure Agreement.

15. **Independent Contractor:** The parties expressly acknowledge that the Supplier is an independent contractor. The Supplier is not an agent, partner, or employee of the University. The Supplier shall not have the authority to enter into any contract or agreement to bind the University and shall not represent to anyone that the Supplier has such authority. The Supplier represents and warrants to the University that in performing the Services, the Supplier will not be in breach of any agreement with a third party. The Supplier declares that he/she is not a Legislator, elected or appointed officer, or that his/her firm is not owned or controlled by any Legislator, elected or appointed officer, compensated or uncompensated, member of a State board or commission, or other employee of the State of Michigan (including an employee, officer, or official of Wayne State University). The Supplier agrees that he/she is subject to the University’s regulations, laws of the United States and of the State of Michigan, and that, in the event of violation of these, or behavior that is considered to be detrimental to the University or its students, faculty or staff; the University shall have the right to terminate the agreement without prior notice.
16. **Property Rights and Reports:** The Supplier agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, improvements, or other products developed by the Supplier solely, or with others, resulting from the performance of this Agreement are the property of the University, and the Supplier assigns all rights therein to the University. The Supplier further agrees to provide the University with any assistance which the University may require to obtain patents or copyright registrations, including the execution of any documents submitted by the University. This provision shall survive expiration and termination of this Agreement.

17. **Indemnification and Hold Harmless:** The Supplier agrees that any personal injury to the Supplier or third parties or any property damage incurred in the course of performance of this Agreement shall be the responsibility of the Supplier. The Supplier agrees to indemnify, defend, and hold harmless the University, its governing board, officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorneys’ fees, whether for personal injury or property damage, infringement of any third party intellectual property right, or any other claim, which may arise out of the Supplier’s performance of this Agreement whether caused in whole or in part by the Supplier or anyone for whom the Supplier is responsible, regardless of whether or not it is caused in part by the University.

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

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

   **To the Supplier:**
   (Supplier_Name)
   (Supplier_Address),
   (Supplier_City_State_Zip)

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

19. **Entire Agreement; Modification:** This Agreement and its exhibits, along with the RFP dated *(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 an agreement signed by the Supplier and an authorized representative of the University. Said terms govern and supersede the standard terms and conditions of Purchase of individual Purchase Orders, regardless of whether said Purchase Orders specifically reference back to this Agreement.

20. **Severability:** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

21. **Governing Law and Compliance:** This Agreement shall be governed by and construed under the laws of the State of Michigan, without regard to its choice of law rules. Any lawsuits arising from or incident to this Agreement shall be brought in the Michigan Court of Claims. Each party will be individually responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this Agreement.

22. **Non-Waiver:** The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

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

24. **Authority:** The parties warrant that they have the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which they are parties.

25. **Non Exclusivity:** This Agreement does not create an exclusive relationship between Wayne State University and the Supplier. The University reserves the right to use other service providers, in the event it is determined to be in the best interest of the University, its employees, students, or staff.
26. **Credit References:** From time to time, the University is asked to provide credit and business references to potential new Vendors. Company agrees that it will serve as a Credit Reference for the University with respect to the amount and timeliness of payments.

27. **Financial Reports:** Upon University request, the Supplier must provide publicly distributed annual reports and/or independently audited financial statements including its statement of financial position, statement of operations, and statement of cash flows. Supplier must further agree to permit the UNIVERSITY, upon request, to audit Supplier’s books as related to the Wayne State University account. The University is limited to 1 request per calendar year of this agreement.

28. **Insurance:**

   **INSURANCE REQUIREMENTS (Rev 11-2012)**

   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**

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

   **Maximum Acceptable Deductibles**

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

   **Coverage**

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

   **Certificates of Insurance**

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

   Wayne State University
   Office of Risk Management
Additional Requirements. The Supplier shall either require each of its subcontractors or suppliers to procure and maintain during the life of the subcontract the same insurance types and in the same amounts as specified in this paragraph, above, or insure the activity of its subcontractors on its own policy.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on (Contract_Date).

Wayne State University
Signature: __________________________
Name: Kenneth Doherty, CPSM
Title: Assistant Vice President – Procurement
Date: __________________________
Phone: 313-577-3756
email: ac0578@wayne.edu

(Supplier Name)
Signature: __________________________
Name: __________________________
Title: __________________________
Date: __________________________
Phone: __________________________
email: __________________________

Wayne State University
Signature: __________________________
Name: William Decatur
Title: Vice President, Treasurer, and Chief Financial Officer
Date: __________________________
Phone: 313-577-5580
email: William.decatur@wayne.edu
EXHIBIT A
Roles & Responsibilities.

The roles and responsibilities of the Supplier are listed below.

(Scope_of_Work)
EXHIBIT B
Price or Rate Structure
Wayne State University, hereafter referred to as “University”, has contracted with (Supplier_Name), hereafter referred to as “The Supplier” to supply (Named_Services) and related services to the University under a Service Provider Agreement. As part of this Agreement, the undersigned agrees to the terms of this Confidentiality and Non-Disclosure Agreement (the “NDA”) as follows:

1) Confidential Information
   For the purposes of this NDA the term “Confidential Information” shall include any information received by the Supplier, from the University, in the course of providing services as described above, including but not limited to: (i) any and all technical and business information of the University and (ii) information from third parties related to health care services and research.

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

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

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

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

6) Vendor Employees and Agents
   If the Supplier is not an individual, the Supplier represents and warrants that it has the authority to bind each of its employees, officers, agents, representatives and consultants to the terms of the Agreement. The Supplier shall be responsible for ensuring such personnel are aware of and comply with all obligations imposed by this NDA.

7) Breach of Contract
   Any breach of this NDA by the Supplier and/or any of its officers, agents, employees, representatives and/or consultants shall be considered a material breach of the Service Provider Agreement or individual Purchase Order. The Supplier and each of its officers, agents, employees, representatives and/or consultants shall be both jointly and individually liable to the University for any Damages as a result of any breach of this NDA.
The Supplier acknowledges and agrees that a breach of this NDA may cause continuing and irreparable injury to the University as a direct result of any such violation, for which the remedies at law may be inadequate, and that the University shall therefore be entitled, in the event of any actual or threatened violation of the NDA by the Supplier, and in addition to any other remedies available to it, to a temporary restraining order and to injunctive relief against the Supplier or the undersigned to prevent any violations thereof, and to any other appropriate equitable relief.

8) Governing Law, Modification

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

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

__________________________________________
Name

(________________________)
Telephone

_____________________________
Title

(Supplier Name)
Company

__________________________________________
Signature

_____________________________
Date