



Division of Finance and Business Operations

**Request for Proposal
and Specifications for
Property Management Services 2022**

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**Wayne State University
Procurement & Strategic Sourcing**

February 8, 2023



WAYNE STATE
UNIVERSITY

Division of Finance and Business Operations

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

February 8, 2023

Dear Vendors:

Wayne State University invites you to participate in its Request for Proposal process to provide **Property Management Service**, for the **Facilities Planning & Management**, per the specifications contained herein the Request for Proposal. This service is expected to commence on **April 1, 2023**.

We have a bid information package complete with the Request for Proposal and complete specifications available for downloading from the University Purchasing Web Site at <http://go.wayne.edu/bids> (include capitalization and underscores) as of **February 8, 2023**. When visiting the Web Site, click on the "**Service**" link in green. Copies of the RFP will not be available at the pre-proposal meeting. If you are interested in participating in this process, please complete the WSU online registration form, to indicate your attendance at our **Mandatory** Pre-proposal meeting and your intent to submit a proposal for the services listed. The link for the registration form will be posted with the proposal details at <http://go.wayne.edu/bids>.

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

March 8, 2023 at 2:00 pm (Local Time)
Microsoft Teams Meeting
On-line or via Conference Call

[Click here to join the meeting](#)

Mandatory - Dial in at +1 313-261-5339, Conference ID: 892 169 126#

For your convenience a map of the University and appropriate parking lots can be downloaded and printed from: <http://campusmap.wayne.edu>. Guest parking in any of the University student and guest lots is **\$8.50**. A detailed list of Cash & Credit Card operated lots can be viewed at http://procurement.wayne.edu/cash_and_credit_card_lots.php. Cash lots dispense change in quarters. Due to time constraints, Vendors are encouraged to avoid parking at meters on the street (especially blue "handicapped" meters).

We hope to see you at the **Mandatory** pre-bid meeting. Should you have any questions or concerns about this invitation, please contact me at **(313) 577-3712**, or email: ac6243@wayne.edu. Thank you for your interest in doing business with Wayne State University.

Sincerely,

Robert Kuhn
Senior Buyer

Cc: Robert Davenport, Joanna Janicka, Ken Doherty, Miriam Dixon, Kimberly Tomaszewski

RFP: Property Management Services 2022

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Schedule B	Insurance Requirements
Schedule C	Cost Schedule
Schedule D	Summary Questionnaire

VENDOR CREATED EXHIBITS - TO BE SUBMITTED WITH VENDOR PROPOSAL

VENDOR Exhibit 1	Exceptions / Restricted Services
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APPENDICES

Appendix 1	Wayne State University Map – (see website: http://campusmap.wayne.edu)
Appendix 2	New Vendor Set-Up Requirements
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I. INTRODUCTION

- A. **Wayne State University**, founded in 1868, is committed to preparing its students to excel in a fast-paced and interconnected global society. It combines the academic excellence of a major research university with the practical experiences of an institution whose history, location and diversity make it a microcosm of the world students will enter when they graduate. The University is classified as Doctoral University: Very High Research Activity by the Carnegie Classification of Institutions of Higher Education. 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 **Property Management Services** of superior quality, at competitive pricing, as described in the Statement of Work section of the **Request for Proposal (RFP)**. **Service will commence approximately on or before April 1, 2023.**

The contract(s) will be for an approximately 4 1/2-year period ending on September 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 **September 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, Senior Buyer**, Email; RFPteam3@wayne.edu. The deadline for questions is **March 23, 2022, 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	February 8, 2023
Mandatory Pre-bid meeting	Procurement /Evaluation Team (ET)/VENDORS	March 8, 2023 2:00 pm
Questions due to Procurement & Strategic Sourcing	VENDORS	March 23, 2022 - 12 Noon
Delivery of Proposals are by electronic submission on March 29, 2023. The link for bid submission will be posted with the bid details at http://go.wayne.edu/bids .	VENDORS	March 29, 2023 by 4:00 p.m.
Evaluation of Proposals (clarifications & negotiations)	Procurement / ET	Beginning March 30, 2023
Announcement of Selected VENDOR	Procurement	March 31, 2023
Readiness for Service/Contract Commencement	VENDORS	April 1, 2023
Contract Completion	VENDORS/ET	September 30, 2027

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

C. Mandatory Pre-Proposal Meeting

You may attend a **Mandatory Pre-Proposal Meeting** on as a condition for submitting a proposal.

Pre-registration for the meeting is to be made on or before Noon on, **March 7, 2023**. Please use our online registration form to confirm your attendance. The link for the registration form will be posted with the proposal details at <http://go.wayne.edu/bids>. Vendors who would like to participate in the pre-bid meeting via a TEAMS Video Conference or Conference Call, may do so via the information below:

March 8, 2023 at 2:00 pm (Local Time)

Microsoft Teams Meeting

On-line or via Conference Call

[Click here to join the meeting](#)

Mandatory - Dial in at +1 313-261-5339 Conference ID: 892 169 126#

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

When Prebid Meetings are **Mandatory**, a "Secret Word" will be provided at the conclusion of the meeting. In our scorecard process, nominal points will be awarded for attendance. This information will not appear in the minutes or subsequent clarifications.

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



D. Examination of the Request for Proposal

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

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

E. Delivery of Proposals

Proposals with supporting documentation shall be submitted **by electronic submission**. The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **February 8, 2023**.

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

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

ATTN.: Robert Kuhn, Senior Buyer
Wayne State University
RFP: Property Management Services 2022

The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **February 8, 2023**.

Deadline for receipt of proposals by Procurement & Strategic Sourcing is, **March 29, 2023 by 4:00 p.m. (local time)**. **Proposals received after that time will not be accepted.** No details of the proposal will be divulged at the time of opening.

F. Proposal Format

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

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

University Provided Schedules (provided in this package)

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

Vendor Created Exhibits (to be Submitted with Vendor Proposal)

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



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

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

G. Proposal Evaluation

1. Proposals will be evaluated and award will be based on the VENDOR'S ability to offer the best value (quality, past performance and price), and on anticipated quality of service. Items considered include but are not limited to:
 - Ability to meet all mandatory requirements and specifications of this RFP;
 - Cost of Services; Compensation and Fees; (Schedule C);
 - Financial Strength of the VENDOR;
 - Proposal Documentation / Presentation;
 - VENDOR'S Experience (Exhibit 2);
 - VENDOR Profiles/References; (Exhibit 2);
 - VENDOR Service Plan; (Exhibit 3);

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

VENDOR proposals will be evaluated by a team consisting of members of the UNIVERSITY'S Purchasing and **Facilities Planning & Management**. A preliminary screening will be used to identify competitive VENDORS who have met the mandatory requirements. Procurement & Strategic Sourcing may subsequently request selected VENDORS to 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 April 1, 2023.**

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

1. VENDOR Profile should include:

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



Upon University request, **VENDOR must agree to provide publicly distributed annual reports and/or independently audited financial statements** including its statement of financial position, statement of operations, and statement of cash flows for at least the past three years. Vendor must further agree to permit the UNIVERSITY, upon request, to audit VENDOR's books, but only as it relates to the Wayne State University account, including invoicing, operational, and technology controls (when applicable). The University is limited to 1 request per calendar year of this agreement.

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

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

ATTN.: Kenneth Doherty, Associate Vice President
Procurement & Strategic Sourcing
Wayne State University
RFP: Property Management Services 2022
Procurement & Strategic Sourcing
5700 Cass Avenue, 4th Floor - Suite 4200 AAB
Detroit, MI 48202

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

2. Experience

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

3. References

Upon request, **VENDOR must agree to provide a minimum of three (3) qualified references.** Requests for references will come from **Robert Kuhn, 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 provide references (if requested) will result in disqualification of your bid.

4. Lost Accounts and Legal Actions

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

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

I. **VENDOR Service Plan**

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

1. A summary of the products or services to be provided.
2. When applicable, a timeline showing how the Vendor plans to deliver products and/or services to fulfill any contract issued as a result of this RFP.

3. Key staff members at the Vendors organization that will be assigned to the University account or will otherwise be part of an implementation team.
4. Any resource requirements on the part of the University necessary in order for the Vendor to meet its obligations under an agreement resulting from this RFP.
5. Any hardware, software, or other technology the University must have in order to use the Vendors products or services.
6. Any alternative ideas or proposals that should be considered by the University in addition to the base proposal.

III. SCOPE OF WORK AND PROJECT REQUIREMENTS

A. General Scope:

Property Management Services. The purpose of this is to engage the service of a Property Manager to operate and maintain the Macomb Center (MEC), located at 16480 Hall Road, Clinton Township, the Advanced Technology Education Center (ATEC) located at 14601 Twelve Mile Rd, Warren, and the 400 Mack Building, located at 400 Mack Avenue. All three buildings are to be maintained in a Class A condition, under the direction of Wayne State University / Facilities Planning & Management / Real Estate Services.

With the opening of the Oakland Center in 1995, the University came to the decision that remote buildings owned by the University would best be managed from a Facilities standpoint by hiring an external Property Manager. Over time, the University added the Macomb Educational Center, the Advanced Technology Education Center, and then closed the Oakland Center. More recently, the University took ownership of the 400 Mack building. As buildings came on-line or off-line, the Property Management contract was adjusted.

What makes this relationship unique is the Property Manager is only responsible for bringing building up to and maintaining the buildings in their Class A state. The Property Manager is not responsible for collecting rental payments from tenants in the 400 Mack Building, or any other facility should the University choose to lease / sublet the space.

The Property Manager may or may not be called upon to provide construction / renovation services should the need arise for small renovations. However, the University reserves the right to separately handle any and all renovation services on its own, should we choose to do so. If the Property Manager is asked to provide construction services, CAD As-Built drawings must be provided to the University's project administrator upon completion and prior to payment in full.

The following is a summary of required services:

B. Compensation and Rates

VENDOR is to quote its rates for Property Management services in accordance with specifications set forth in this request for proposal. Rates are to be stated on the attached Cost Schedules, Schedules C1, C2, and C3. All prices and rates quoted are to be guaranteed to be firm through September 30, 2027. Prices and rates for the two optional years are to be quoted the same as the first twelve months or otherwise be limited by a maximum percent of increase for each of those two additional years.

Property Management Organization's Profile

The Property Management Organization is to provide financial and organizational data that demonstrate the size, scope, and capability of the company to handle the UNIVERSITY'S specific requirements for the contract term as specified in the RFP. State the length of time your firm has been operating as a Property Management Company. The Property Management Organization is to identify all organizational components and other companies or Organizations with which it is affiliated. Include component and other company addresses. Explain any company relationships that could be construed to be a conflict of interest now or in the future. Indicate any significant past or pending lawsuits or malpractice claims, whether your firm is or has been engaged in any arbitrary claims, or whether your firm is or has filed any liens or had any liens filed against the property of the Management Organization. Further describe any out-of-court settlements.

Experience



The successful Property Management Organization shall be a company that has a real estate broker license in Michigan and an excellent record as a licensed provider of Property Management and supplier of services as specified in this Request for Proposal.

Accordingly, all Property Management Organizations are to state in their proposals their qualifications to meet Request for Proposal specifications in terms of past and current service experiences.

List other institutions/businesses with which your entire firm does business in the State of Michigan as well as on a nationwide basis. Identify your largest account in this market area in terms of building management and all other accounts that are similar in size to the facilities.

Property Management Organizations must be well-experienced and have an excellent record for maintaining effective communication and service with their tenants and owners.

Property Management Responsibilities

1. Develop a start-up program to assume control of the building operations on April 1, 2023.
2. Hire, direct, train and control in-house employees and subcontractors in performance of their duties. Negotiate service contracts as necessary and agreed upon by the UNIVERSITY. Contracts would include:
 - A. Custodial services including equipment and supplies (see Appendix 5)
 - B. Lawn and grounds services
 - C. Trash removal
 - D. Building maintenance operation services
 1. Chiller equipment preventive maintenance/emergency services
 2. Labor and materials for mechanical, trades and HVAC
 3. Snowplowing and salting, salting services, snow removal from walks.
 4. Water treatment services for condenser system, closed chill loop and closed hot loop.
 5. Labor and miscellaneous materials for electrical services in the building.
 6. Electrical services
 7. Plumbing Services
 8. Security Systems and access (mandatory vendor: Electronic Security Systems)
 9. Lawns and tree fertilization and maintenance
 10. Pest control
 11. Preventive maintenance
 12. Window washing
 - E. Staff education and training programs
 - F. Internal office/furniture moves
 - G. Interior environmental quality air monitoring
 - H. Parking services, striping, lighting, repairs
 - I. Insurance
 - J. Develop capital improvement plans, contract, and administer all contracts
 - K. Develop 5 year capital plan
 - L. Develop deferred maintenance projects
 - M. Energy Management
 1. Monitor utility usage
 2. Make recommendations for energy conservation
 - N. Security services
 1. Personnel to ensure basic building security during hours of operation
 - a. M – Th (3:00 pm – 11:00 pm) and Sat (8:00 am – 4:00 pm)
3. It is the responsibility of the Property Manager to open and close the building each day of operation. In the mornings this would mean unlocking the building and disarming the alarm at 7:30 a.m. or one-half hour before the first class, whichever is earlier. In the evenings (or afternoons on the weekends) the building would have to be locked and the alarm armed at 10:30 p.m. or one-half hour after the end of the last class session, whichever is earlier.

Batteries in the Detex fire doors must be checked monthly and replaced as necessary, but no less than annually. A record of battery replacement, by door, must be maintained and readily available for examination.



4. Provide the required number of building engineers, janitors and supervision for support and service levels to maintain a Classroom/Office building operation and meet required Life Safety Codes and federal and state and local ordinances.
5. Develop and implement a preventive maintenance program including records documentation that not only protects the value of the real estate and its equipment, but provides the occupants with the highest standards for Classroom/Office building.
6. In addition to routine walk-throughs, make periodic formal inspections of the property for the sake of maintenance planning, improvement planning, equipment inspection and loss prevention.
7. Continually evaluate the level of services and provide the UNIVERSITY with cost reduction opportunity assessments.
8. Procure all equipment and supplies, check all invoices for accuracy, and approve authorized invoices for payment.
9. Prepare an annual operating and capital budget for approval by the UNIVERSITY.
10. Monitor and provide monthly accounting and operating reports to the UNIVERSITY and supply explanations of variances on a periodic monthly basis as agreed upon. This includes keeping informed of and reporting on the physical condition of the building.
11. Make necessary recommendations to the UNIVERSITY for needed capital improvements. Develop budgets and prepare long-term recommendations on building projects that need to be amortized over a fixed period of time.
12. Provide expertise for proper maintenance and review of all life safety systems. Maintain and update building records as alterations occur. Document requested testing and information relative to changes in codes and ordinances. Establish and maintain relationships with local governmental agencies such as local fire departments and law enforcement agencies.
13. Develop and maintain a building operation and procedures manual.
14. Analyze, evaluate and recommend measures for the best use of energy resources.
15. Develop and implement a work order system that will be used by the UNIVERSITY building occupants in requesting maintenance and repair work to be done. The system shall record the status of required maintenance and repair.

It is anticipated that the initial contract will commence on or about April 1, 2023. The UNIVERSITY reserves the right to extend the time period for services should the UNIVERSITY deem it appropriate. An annual renewal agreement shall be issued to the designated Property Management Organization each year for 2 years. Renewal is subject to the UNIVERSITY'S review and approval of the Property Management Organization's performance prior to its annual commitment for renewal.

D. Cost of Services

Compensation and Rates

1. Property Management Organizations are to quote their rates for services in accordance with specifications and terms set forth in this RFP. Rates and other requested data are to be stated on the Vendor Statement of Responsibility and Cost Schedule, Schedule D.2 attached. Property Management Organizations shall be responsible for all errors and omissions.
2. All fees and compensation rates quoted, including hourly, overtime, and costs are to include all services specified in the RFP and are to be guaranteed to be the same or less than as stated in the Vendor Statement of Responsibility and Cost Schedule, for the duration of the Contract initial period of three years with the two additional one-year terms. Any rates or charges for miscellaneous or other associated services not included in the Property Management Organization's quoted rates above are to be stated as exceptions on the attached form of Proposal.



Billing and Reports

Billing terms of the Property Management Organization for any other authorized fees are to be made by a monthly invoice for services provided within the month. VENDOR must include invoice number and contract or purchase order number on all documents. Invoice payment terms are net thirty (30) days after receipt of invoice.

E. STAFFING

Property Management Organization staff must comply with all federal, state and local laws, regulations and ordinances governing the operations of Property Management Organizations. Experienced, well-trained staff to carry out all of the property management services are also an essential ingredient for a successful program. The Property Management Organization must identify with whom the UNIVERSITY would interface; and must be specific as to the size and type of staff and other UNIVERSITY support that will be provided throughout the duration of the contract. This information must include, but not be limited to, the needs for start-up and carrying out day to day administrative responsibilities of the Property Management Organization.

Resumes are to be provided for all key staff assigned to the facilities. VENDOR must include all formal training and any professional association affiliations and certification accomplishments for the Property Management team for this building.

Proposed candidates (key positions) are to be available for interview by representatives of the UNIVERSITY as a part of the proposal evaluation process.

The Property Management Organization must provide an organizational chart that reflects the total number of employees that it hires by functional area within the firm.

The Property Management Organization must state whether or not a commission basis or other incentive is used to compensate employees for their services.

The Property Management Organization must provide, in writing, a firm plan for relief for the UNIVERSITY'S dissatisfaction with Property Management Organization personnel assigned to the facilities.

F. SYSTEMS

The Property Management Organization must maintain full data processing capability to enable it to provide monthly and other scheduled and unscheduled reports. According to formats and time frames specified by the UNIVERSITY, the UNIVERSITY must have the flexibility to request reports at any given time and obtain them within a minimum time period of 48 hours, when specifically requested by the UNIVERSITY.

G. REPORTING REQUIREMENTS

The Property Management Organization shall provide the following reports to the UNIVERSITY in support of the management of the facilities. The Property Management Organization is to identify additional reports that it is offering as a part of its proposal. Samples of formats of all reports that will be available to the UNIVERSITY are to be included as part of the Property Management Organization's Proposal.

Required Reports

- A. Financial Review
 - 1. Income/expense report
 - 2. Operating budget report
 - 3. Capital budget report
 - 4. Various analyses/explanations
- B. Operating Review
 - 1. Repair and maintenance report
 - 2. Service request report
 - 3. Staffing report
 - 4. Contract/purchase order activity report



- C. Administrative Review
 - 1. Executive summary report
 - 2. Management recommendations

H. **AUDITS**

Upon execution of an agreement, the Property Management Organization agrees that the UNIVERSITY shall have the right to inspect and audit all records pertaining to the operation of the facilities. This shall include records that substantiate contract pricing guarantees made by the Property Management Organization. The Property Management Organization shall provide its independently audited financial position and operating statements to the UNIVERSITY as the UNIVERSITY deems necessary.

The Property Management Organization shall maintain its records, including the data sheets, in such a manner that they may be readily audited and monitored by the UNIVERSITY and by the representatives of agencies which have the authority to audit such information.

The Property Management Organization is to describe as a part of its proposal its own internal audit program and any other control features in its service plan that helps to ensure the safeguarding and integrity of services offered to the UNIVERSITY.

The Property Management Organization must engage an external auditor (Certified Public Accountant) at its own expense to audit the financial records of the Property Management of the facilities.

I. **ETHICS**

The Property Management Organization shall adhere to the code of ethics espoused by its professional organizations and by appropriate licensing and certifying bodies. The Property Management Organization is to identify such organizations and bodies that apply and all associated codes.

THE PROPERTY MANAGEMENT VENDOR SHALL BE ACCOUNTABLE TO WAYNE STATE UNIVERSITY FOR THE ABOVE PRESCRIBED DUTIES AND ANY OTHERS WHICH MAY BE ASSIGNED.

IV. GENERAL REQUIREMENTS AND GUIDELINES

A. Terms and Conditions

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

B. Joint or Partnering Bids/Proposals

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

C. Price Schedules

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

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

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

D. Pricing Variances

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

E. Certification, Affidavit, and Acknowledgements

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

F. Publicity

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

G. Freedom of Information Act / non-Confidentiality

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

H. Credit References

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

University would like the option to include your company as a future reference.

I. Insurance Requirements

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

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
Property Management Services 2022
5700 Cass Avenue, Suite 4200, AAB
Detroit, MI 48202

2. Report Detail

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

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

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

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

http://procurement.wayne.edu/docs/university_policy_2004_02.doc.

K. Ownership of Documents



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

L. WSU Wage Rates

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

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

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

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

PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

M. Buy American

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

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

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

N. Smoke and Tobacco-Free Policies

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

O. Tax Exempt

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



Schedule A

**Response to Wayne State University
Request for Proposal
RFP: Property Management Services 2022
and any Amendments, Thereto**

Dated: February 8, 2023

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

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

ACKNOWLEDGEMENTS

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

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

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

PROPOSAL CERTIFICATION

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of this Proposal states that the Proposal contained herein is complete and is in strict compliance with the requirements of the subject Request for Proposal dated **February 8, 2023**, except as noted in Exhibit 1, the **"Restricted Services/Exceptions to RFP"** section of the Proposal. If there are no modifications, deviations or exceptions, indicate "None" in the box below:

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



NON-COLLUSION AFFIDAVIT

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

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

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

CONFLICT OF INTEREST

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

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

Company Name: _____

Address: _____

Telephone: (_____) _____

Email address: _____

Submitted by: _____

Signature _____

(Title)

(Date)

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

For this project, Insurance is **Required**

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

<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
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

<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

- All liability policies must be written on an occurrence form of coverage.
- 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.
- 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.
- 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, and 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



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.):
	E-MAIL:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Schedule C
Vendor Schedule of Information,
Vendor Statement of Responsibilities,
and Cost Schedules;
Compensation and Fees

SCHEDULE C.1
YENDOR SCHEDULE OF INFORMATION

Company Name _____ Date _____

Key Contact _____

Address _____

Phone Number (_____) _____ FAX (_____) _____

Section 1

OWNERSHIP

1.1 Corporation _____ Partnership _____ Individual _____

Joint Venture _____ Division of: _____

Other (describe) : _____

1.2 Corporation:

Date of Incorporation	_____
State of Incorporation	_____
President	_____
Vice President	_____
Secretary	_____
Treasurer	_____

1.3 Partnership: Names of Partners _____

1.4 Individual: Name of Owner: _____

1.5 Joint Venture: Names of Members _____

1.6 Organization Chart: Include a copy of the current organization chart. For large corporations, provide a Senior Management ~ an operational chart for the group responsible for Property Management Services in the Detroit area. Title and label as Attachment 1.

1.7 Total number of employees in Detroit dedicated to Properties Management Services _____

1.8 Is your organization currently certified as a minority owned business?

_____ No

_____ Yes

1.9 List accreditations, certifications, and memberships of local building and property owners and managers associations with which your company and employees are affiliated (e.g. Institute of Real Estate Management, Building Owners and Managers Association, etc.).

Section 2**FINANCIAL**

2.1 Net Income Before Taxes. \$ _____

2.2 Include Financial Balance Sheets and/or Annual Reports for the past three years. Title and label as Attachment 2.
NOTE: Please submit this information as a separate document as required on Page 6.

2.3 Bank References:

2.4 Name and address of Bonding Company and Agent:

Bonding Capacity _____

2.5 Are there any past or pending law suites or malpractice claims, are you or have you been engaged in any arbitration claims, or have you filed any, or had any liens filed against your company (Federal, State, Local, EPA, OSHA, or other)? Have you had any out of court settlements?

_____ No
_____ Yes Explain in detail: _____

2.6 List any assessed penalties or liquidated damages which occurred in the past five years.

2.7 Have any significant contracts or services that you provide been terminated during the past five years?

_____ No
_____ Yes Explain in detail: _____

2.8 Are you precluded from discussing any former or current contracts! by settlement or other agreements, which include non-disclosure terms?

_____ No
_____ Yes

2.9 Has your organization ever been in bankruptcy or receivership?

_____ No
_____ Yes Explain in detail: _____

2.10 Is your organization in any way an outgrowth, result, continuation, or reorganization of a former business?

_____ No
_____ Yes Explain in detail: _____

- 2.11 List any interest that your company or any of its affiliates or employees or owners might have, directly or indirectly, in any other property within a 1.5 mile radius of the Property. (An "interest" means any financial or proprietary interest, including without limitation, a fee simple or leasehold interest, or an interest as manager, leasing, or sales agent in the Property any other property within a 3 mile radius of the Property.)

Section 3

EXPERIENCE

- 3.1 When did your organization become involved in providing Properties Management Services?

- 3.2 Provide reference information for each of not more than 5 buildings within the Tricounty Detroit area of Wayne, Oakland and Macomb County you have managed in the last three years that you estimate would be comparable to the work you would expect at the Oakland Center. Title and label as Exhibit 2.

	<u>Properties Management</u>
Building/Sq. Footage	<hr/>
Scope of Services	<hr/>
Contract Duration	<hr/>
Contact Person/Title/Phone	<hr/>

- 3.3 Briefly list other major accounts not in the metropolitan Detroit area.

<u>Customer/Building</u>	<u>Scope of Services</u>	<u>Contract Duration</u>
--------------------------	--------------------------	--------------------------

<hr/>		
<hr/>		
<hr/>		
<hr/>		

- 3.4 Briefly describe areas of special expertise your company possesses (e.g. Real Estate tax appeals, Americans with Disabilities Act. technical skills and support. etc.).

- 3.5 Briefly describe areas of related expertise your company may possess (e.g. construction management, customer service. properties accounting. purchasing, etc.)

- 3.6 Briefly list areas in which your company has limited or no experience that would be required to handle this assignment and explain how this would otherwise be accomplished (e.g. joint venture. subcontracting, etc.).

- 3.7 Briefly describe your management background in maintaining classroom/office facilities.

3.8 Briefly describe the projects or assignments you anticipate for the next year.

Customer

Scope of Services

Contract Duration

3.9 Briefly describe any areas of **energy management, preventive maintenance, or environmental services** your company is qualified to perform.

3.10 Briefly describe your approach to upgrading systems and building standard materials, etc., in order to keep current with trends and technology that would benefit the Owner.

3.11 Summarize any special systems/procedures unique to your company which would be of direct benefit to either the property or to the UNIVERSITY in overseeing property operations (HVAC, energy management, risk management, safety programs, etc.) or leasing.

3.12 Provide a description or flowchart of your typical approach to properties management. Begin with the definition of the scope through the completion of the final report. (Include accounting services, purchasing, data processing capabilities, and other related services and describe how they would fit in with your company's services.) Title and label as Attachment 4.

3.13 Include samples of typical management reports, financial statements. Title and label as Exhibit 4.

SCHEDULE C.2

Section 4 VENDOR STATEMENT OF RESPONSIBILITY AND COST SCHEDULE

Part A. Given the following list of Management Responsibilities, provide your contract price in the area provided:

CONTRACT PRICE:

1.	Management/Administration	<u>ANNUAL</u>	\$ _____
2.	Operations/Maintenance	\$ _____	
	- staff requirement	\$ _____	
	- hourly rate	\$ _____	
	- OT rate	\$ _____	
3.	Operating Engineers -No.		
	- Special Bonus	\$ _____	
	- Incentives	\$ _____	
4.	Total Property Management Fee	\$ _____	
5.	Subcontractor mark-up	_____	%

1. Hire, direct, and control in-house employees and subcontractors in performance of their duties. Negotiate service contracts as necessary and agreed upon by the UNIVERSITY. Contracts would include:
2. Develop a transition program to assume control of the building operations on April 1, 2023.
3. Provide the required number of building engineers to the support and service level to maintain a classroom/office building operation and meet required Life Safety Codes and federal, state and local ordinances.
4. Develop and implement a preventive maintenance program including records documentation that not only protects the value of the real estate and its equipment, but provides the occupants with the highest standards for a Class "A" office building.
5. In addition to routine walk-throughs, make periodic formal inspections of the property for the sake of maintenance planning, improvement planning, equipment inspection and loss prevention.
6. Continually evaluate the level of services and provide the UNIVERSITY with cost reduction opportunity assessments.
7. Procure all equipment and supplies, check all invoices for accuracy, and approve authorized invoice for payment.
8. Prepare an annual operating and capital budget for approval by the UNIVERSITY.
9. Provide monthly accounting reports to the UNIVERSITY.
10. Monitor monthly operating statements and supply the UNIVERSITY with explanations of variances on a periodic monthly basis as agreed upon. This includes keeping the UNIVERSITY informed of the physical condition of the building.
11. Make necessary recommendations to the UNIVERSITY for needed capital improvements. Develop budgets and prepare long-term recommendations on building projects that need to be amortized over a fixed period of time.
12. Provide expertise for proper maintenance and review of all life safety systems. Maintain and update building records as alterations occur. Document requested testing and information relative to changes in codes and ordinances. Establish and maintain relationships with local governmental agencies such as local fire departments and law enforcement agencies.

Part B. Provide a range of estimated costs on an annual basis for the following subcontracted services:

	Range	Per Year	Likely
1. Custodial services, supplies and equipment	\$ _____	To \$ _____	\$ _____
2. Lawn and grounds services	\$ _____	To \$ _____	\$ _____
3. Trash removal	\$ _____	To \$ _____	\$ _____
4. Chiller equipment preventive	\$ _____	To \$ _____	\$ _____

maintenance/emergency services	\$_____	To \$_____	\$_____
5. Labor and materials for mechanical trades & HVAC	\$_____	To \$_____	\$_____
6. Snowplowing and salting, and salting services	\$_____	To \$_____	\$_____
7. Pest Control	\$_____	To \$_____	\$_____
8. Window Washing	\$_____	To \$_____	\$_____
9. Insurance	\$_____	To \$_____	\$_____

Section 5

MANAGEMENT TEAM AND REFERENCES

- 5.1 Overall Management Team.** Provide the names and positions of the overall management team. This -would include all individuals involved in the management of the facility. Also provide background information on each individual including years of experience, career highlights, academic training, professional training, certifications, etc. This information may be attached.

Name	Position/Responsibility
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- 5.2 On-site Management Team.** Provide the names and positions of the on-site management team. This would include all individuals who will be present on a day-to-day basis at the facility. Also provide background information on each individual including years of experience, career highlights, academic training, professional training, licenses, certifications, etc. This information may be attached.

Name	Position/Responsibility
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- 5.3 References and Recommendations.** Attach professional and customer references as well as any letters of recommendation. References should include the nature of the relationship and a 9urrent phone number of the contact person. Also provide any awards and special recognition given to your organization.

Section 6

MANAGEMENT PLAN

- 6.1 The Five Point Plan.** Provide a five -point management plan utilizing the outline below. The plan should be no more than 10 pages in length.

- I. Building Assessment/Situation Analysis
- II. Plan Objectives
- III. Action Plan, Priorities and Staffing Requirements
- IV. Start Up Plan Details
- V. Methods for Evaluating the Plan

- 6.2 Creative Solutions.** State any "creative" or insightful approaches you have used in the past or would use with this facility specifically.

6.3 Evaluation. How does your organization evaluate itself?

6.4 Quality

- a. Describe your organization's philosophy toward quality and customer service. How does your company measure quality?

- b. What techniques does it employ to attain this philosophy or definition?



RATES FOR TWO OPTIONAL YEARS
QUOTED BILLING RATES PER HOUR

1st Optional Year
10-01-27 to 9-30-2028

Zero. Maximum
Increases Percent of
 Increase

2nd Optional Year
10-01-28 to 9-30-2029

Zero. Maximum
Increases Percent of
 Increase

Submitted by:

COMPANY NAME: _____

SIGNATURE: _____

TYPED NAME: _____

TITLE: _____
Date

PHONE: () _____ FAX: () _____



SCHEDULE D - SUMMARY QUESTIONNAIRE

	YES	ALTERNATIVE
1. Can your company commence on or before April 1, 2023?	_____	_____
2. Did you attend the Mandatory Pre-Proposal meeting on March 8, 2023?	_____	_____
3. If the meeting was Optional , 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, Schedule A?	_____	_____
5. If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements as outlined in Schedule B?	_____	<u>Required</u>
6. Did your company complete and provide the Summary Price Schedule C , and submit it electronically? (<i>Zip Files are not acceptable</i>)	_____	_____
7. Did your company complete and submit Vendor Set-Up Documents as listed in Appendix 2?	_____	_____
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.	___ Yes ___ No	
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.	___ Yes ___ No	
11. Did your company provide a "Restricted Services" exhibit, Exhibit 1?	___ Yes ___ No	
12. Does your company agree to provide a minimum of 3 references to the University upon request, with specific contact names and phone numbers?	_____	_____
13. Does your company agree to provide a list of lost accounts in excess of \$25,000, if any?	_____	_____
14. For any construction or installation work, did your company quote services at WSU Wage Rates and clearly indicate such in your proposal?	_____	_____
15. If awarded an agreement as a result of this RFP, is your company willing to serve as a future credit reference for the University?	_____	_____
16. Does your company agree to comply with the University Smoke and Tobacco Free Policies?	_____	_____



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)



WAYNE STATE
UNIVERSITY

APPENDIX 1

(Wayne State University Campus Map)

See web site:

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

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



APPENDIX 2

Supplier Set-Up Forms

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

[New Vendor Request – Businesses Form](#)

[W9 – Link to the IRS Form](#)

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

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



WAYNE STATE
UNIVERSITY

Appendix 3

WSU WAGE RATES **(POSTED SEPARATELY)**

See web site:

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



WAYNE STATE
UNIVERSITY

APPENDIX 4

DRAWINGS

See web site:

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



WAYNE STATE
UNIVERSITY

APPENDIX 5

WAYNE STATE UNIVERSITY STRATEGIC SOURCE AGREEMENT



WAYNE STATE UNIVERSITY

STRATEGIC SOURCE AGREEMENT

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

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

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

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

Reports & Statistics

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

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

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

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

18. **Indemnification and Hold Harmless:** The **Supplier** agrees that any personal injury to the Supplier or third parties or any property damage incurred in the course of performance of this Agreement that are not the result of any act or omission on the part of the University shall be the responsibility of the Supplier. The Supplier agrees to indemnify, defend, and hold harmless the University, its governing board, officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorneys' fees, whether for personal injury or property damage, infringement of any third party intellectual property right, or any other claim, which may arise out of the Supplier's performance of this Agreement whether caused in whole or in part by the Supplier or anyone for whom the Supplier is responsible, regardless of whether or not it is caused in part by the University.
19. **Non-Discrimination:** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, creed, color, national origin, age, religion, sex, sexual orientation, marital status or handicap protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. The **Supplier** certifies that they will conform to the provisions of the Federal Civil Rights Action of 1964, as amended. Information on the Civil Rights Act can be found at <http://www.eeoc.gov/laws/statutes/titlevii.cfm>
20. **Civil Rights Requirements:** The **Supplier** must be in compliance with the directives of the Michigan Department of Civil Rights. The Department of Civil Rights web address is <http://www.michigan.gov/mdcs/0,1607,7-147-6881---,00.html>
21. **Immigration Reform and Control Act of 1986:** The **Supplier** certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
22. **Debarment Status:** The **Supplier** certifies that they are not currently debarred from submitting bids on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts. The University's Department Policy can be found at <https://policies.wayne.edu/appm/2-8-debarment-policy-on-non-responsible-vendor-in-procurement-transactions>. State of Michigan information on Debarment can be found at <http://www.michigan.gov/buymichiganfirst/0,1607,7-225-48677-20042--,00.html>. The Federal Debarred Vendor List (Excluded Parties List System) and related links searched at <https://www.dol.gov/agencies/ofccp/debarred-list>
23. **Supplier Liability:** The **Supplier** will be liable for any associated costs of repairs for damage to buildings or other UNIVERSITY property caused by the negligence of the Supplier's employees.
24. **Early Termination by the University:** The UNIVERSITY shall have the right to terminate the contract with the **Supplier** without penalty after the UNIVERSITY'S thirty (30) days written notice of termination to the **Supplier** under the following circumstances:
1. **Default of Supplier**
It shall be considered a default whenever the **Supplier** shall:
 - a. Disregard or violate material provisions of the contract documents or UNIVERSITY instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.
 - b. Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.
 2. **Convenience of the UNIVERSITY**
When termination of the contract is determined to be in the best interest of the University for serving it's community, and its students, faculty, and staff.
- Note:** Any contract cancellation notice shall not relieve the SUPPLIER of the obligation to deliver and/or perform prior to the effective date of cancellation.
25. **Cancellation of Contract by the Supplier:** The Supplier must provide a minimum of ninety (90) days written notice of cancellation of contract to the UNIVERSITY regardless of the reason for said termination. Such notification must be sent to:

Kenneth Doherty, Associate Vice President
A. Procurement & Business Services
Wayne State University
B.
5700 Cass Avenue, Suite 4200, AAB
Detroit, MI 48202

RFP: Property Management Services 2022

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

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

To the Supplier:
(Supplier_Name)
(Supplier_Representative)
(Representative_Title)
(Supplier_Address), (Supplier_City_State_Zip)

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

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

38. Insurance:

INSURANCE REQUIREMENTS (Rev 2-2015)

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

General Requirements

<u>Type of Insurance</u>	<u>Minimum Requirement</u>
1. Commercial General Liability (CGL) CGL insurance should be written on ISO form CG 00 01 (or equivalent substitute)	\$1,000,000 combined single limit \$2,000,000 annual aggregate
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

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

Coverage

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

Certificates of Insurance

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

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

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

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

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

Wayne State University

Signature: _____

Name: Kenneth Doherty, CPSM

Title: Associate Vice President – Procurement

Date: _____

Phone: 313-577-3756

email: ac0578@wayne.edu

(Supplier Name)

Signature: _____

Name: _____

Title: _____

Date: _____

Phone: _____

email: _____

Wayne State University

Signature: _____

Name: David Massaron

Title: CFO and Senior Vice President for Finance & Business
Operations

Date: _____

Phone: 313-577-5580

email: bx8350@wayne.edu

EXHIBIT A

Roles & Responsibilities.

The roles and responsibilities of the Supplier are listed below.
(*Scope_of_Work*)

Sample



EXHIBIT B

Confidentiality and Non-Disclosure Agreement

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

1) Confidential Information

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

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

2) Use of Information

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

3) Reproduction of Materials

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

4) Confidentiality

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

5) No Waiver

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

6) Supplier Employees and Agents

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

7) Breach of Contract

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

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

8) Governing Law, Modification

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

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

_____ Name	_____ () Telephone
_____ Title	_____ (Supplier Name) Company
_____ Signature	_____ Date



WAYNE STATE
UNIVERSITY

EXHIBIT C

Price or Rate Structure

Sample

APPENDIX 6

Macomb Education Center Building Description

The Macomb Center (MEC), located at 16480 Hall Road, Clinton Township, Michigan

APPENDIX 7

Advanced Technology Education Center (ATEC) Building Description

The Advanced Technology Education Center (ATEC) located at 14601 Twelve Mile Rd, Warren, Michigan

APPENDIX 8

400 Mack Building Building Description

The 400 Mack Building is located at 400 Mack Avenue, Detroit, Michigan

APPENDIX 9

JANITORIAL SERVICES

APPENDIX 9

JANITORIAL SERVICES

DAILY SERVICES (Six Times per Week)

1. Empty waste baskets.
2. Wash and clean all chalk/markerboards and chalk trays.
3. Dust desk tops which are clear of working papers.
4. Sweep or vacuum entire floor area -public and private.
5. Toilet rooms:
 - (a) Empty all waste receptacles
 - (b) Sweep and wet mop floors
 - (c) Clean and disinfect all fixtures and clean mirrors and shelves
 - (d) Refill towel and soap dispensers and toilet paper.
6. Clean and disinfect drinking fountains and water coolers.
7. Spot clean carpeting in classrooms and offices.
8. Wash and clean all entry doors, remove smudges and fingerprints from 'glass surfaces.

WEEKLY SERVICES:

1. Damp mop floors, lobbies, and corridors.
2. Dust tops of file cabinets, ledges and baseboard, and heat conductors.
3. Wash and disinfect all ceramic tile; toilet partitioning, fixtures and waste receptacles in toilet rooms. Refill deodorant containers.
4. Remove smudges and scuff marks from all painted surfaces and glass partitions wherever possible public areas.
5. Police parking areas for rubbish and trash.
6. Wash all glass in interior public areas.

MONTHLY SERVICES:

1. Dust all drapes/blinds.
 1. Wash outside and inside building entry mats.

SEMI-ANNUAL SERVICES:

1. Wash air diffusers and vents.
2. Power sweep parking lot.
3. Shampoo all carpeting.

SEASONAL SERVICES:

1. Snow removal from walks as necessary.
2. Snow plowing of the parking lots at each snowfall in excess of 3 inches.

