



Division of Finance and Business Operations

**Request for Proposal
and Specifications for
RFP for Owners Representative**

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**Wayne State University
Procurement & Strategic Sourcing**

April 20, 2023



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

Division of Finance and Business Operations

April 20, 2023

Dear Vendors:

Wayne State University invites you to participate in its Request for Proposal process to provide **RFP for Owners Representative**, for the **Facilities Planning and Management**, per the specifications contained herein the Request for Proposal. This service is expected to commence on **June 5, 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 **April 20, 2023**. When visiting the Web Site, click on the "**Construction**" link in green. Copies of the RFP will not be available at the pre-proposal meeting. If you are interested in participating in this process, please complete the WSU online registration form, to indicate your attendance at our **Mandatory** Pre-proposal meeting and your intent to submit a proposal for the services listed. The link for the registration form will be posted with the proposal details at <http://go.wayne.edu/bids>.

To participate, it is **Mandatory** that you and/or responsible representatives of your organization attend our pre-proposal conference. For this RFP, the University offers the following Pre-Proposal Options: **Virtual**. The meeting will be held on **May 1, 2023, 4:00 pm (Eastern - Detroit Time)**.

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

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

Optionally - Dial in at +1 313-261-5339 **Conference ID: 233 549 45#**

When Pre-proposal Meetings are **Optional**, 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.

We hope to see you at the **Mandatory** pre-proposal meeting. Please bring a copy of this Request for Proposal for your reference during the meeting. Should you have any questions or concerns about this invitation, please contact me at **(313) 577-3757**, or email: Rfpteam1@wayne.edu. Thank you for your interest in doing business with Wayne State University.

Sincerely,

Kimberly Tomaszewski
Senior Buyer

Enclosure

**RFP: RFP for Owners Representative
for the Facilities Planning and Management**

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UNIVERSITY PROVIDED SCHEDULES

Schedule A	Proposal Certification, Non-Collusion Affidavit, VENDOR Acknowledgements
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
VENDOR Exhibit 2	Profile/Experience/References
VENDOR Exhibit 3	Service Plan
VENDOR Exhibit 4	Sample Management Reports

APPENDICES

Appendix 1	Wayne State University Map – (see website: http://campusmap.wayne.edu)
Appendix 2	New Vendor Set-Up Requirements
Appendix 3	Not Applicable
Appendix 4	Not Applicable
Appendix 5	Sample Strategic Source Agreement



I. INTRODUCTION

- A. **Wayne State University**, founded in 1868, is committed to preparing its students to excel in a fast-paced and interconnected global society. It combines the academic excellence of a major research university with the practical experiences of an institution whose history, location and diversity make it a microcosm of the world students will enter when they graduate. The University holds the Highest Carnegie Foundation classification for research activity. It has 13 colleges and schools and offers more than 350 academic programs including bachelor's, master's and doctoral degrees; post-baccalaureate, graduate and specialist certificates; and three professional programs (<http://wayne.edu/about/facts/>).
- B. Procurement & Strategic Sourcing is soliciting proposals from qualified professional organizations, hereafter referred to as VENDOR(s), who specialize in providing **RFP for Owners Representative** of superior quality, at competitive pricing, as described in the Statement of Work section of the **Request for Proposal (RFP)**. **Project must commence on or before June 5, 2023 and be completed by 2028.**

The contract(s) will be for a three-year period ending on Multi-Year Expiration Date. Thereafter, the UNIVERSITY may, at its option, extend the contract, on a year-to-year basis for up to two one-year periods, through Multi-Year Extension Date. 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 **Kimberly Tomaszewski, Senior Buyer**, Email; Rfpteam1@wayne.edu. The deadline for questions is **May 3, 2023, 12:00 noon**. Under no circumstances may a VENDOR contact other individuals at the UNIVERSITY, or its consultants to discuss any aspect of this RFP, unless expressly authorized by Procurement & Strategic Sourcing to do so.

II. INFORMATION FOR VENDOR

A. General

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

B. Calendar of Events

Activity	Responsibility	Date
Formal Release of RFP	Procurement	April 20, 2023
Mandatory Pre-Proposal meeting	Procurement /Evaluation Team (ET)/VENDORS	May 1, 2023 4:00 pm
Questions due to Procurement & Strategic Sourcing	VENDORS	May 3, 2023 - 12 Noon
Delivery of Proposals are by electronic submission on May 8, 2023. The link for bid submission will be posted with the bid details at http://go.wayne.edu/bids .	VENDORS	May 8, 2023 by 2:00 p.m.
Evaluation of Proposals (clarifications & negotiations)	Procurement / E	Week of May 9, 2023
Announcement of Selected VENDOR	Procurement	Week of Week of May 22, 2023
Readiness for Service/Contract Commencement	VENDORS	Week of June 5, 2023
Project Completion	VENDORS/ET	2028

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 must attend a **Mandatory Pre-Proposal Meeting** on as a condition for submitting a proposal. For this RFP, the Pre-Proposal meeting will be **Virtual**

Pre-registration for the meeting is to be made on or before Noon on, **April 28, 2023**. Please use our online registration form to confirm your attendance. The link for the registration form will be posted with the proposal details at (<http://go.wayne.edu/bids>). The meeting will be held on **May 1, 2023, 4:00 pm (Eastern - Detroit Time)**.

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

Microsoft Teams Meeting
On-line or via Conference Call

[Click here to join the meeting](#)

Optionally - Dial in at +1 313-261-5339 **Conference ID: 233 549 45#**

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

D. Examination of the Request for Proposal

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

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

E. Delivery of Proposals

Proposals with supporting documentation shall be submitted **by electronic submission**. The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **April 20, 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.: **Kimberly Tomaszewski, Senior Buyer**
Wayne State University
RFP: RFP for Owners Representative

The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **April 20, 2023**.

Deadline for receipt of proposals by Procurement & Strategic Sourcing is, **May 8, 2023 by 2:00 p.m. (local time)**. **Proposals received after that time will not be accepted.** No details of the proposal will be divulged at the time of opening.

F. Proposal Format

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

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

University Provided Schedules (provided in this package)

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

Vendor Created Exhibits (to be Submitted with Vendor Proposal)

Exhibit 1 -	Exceptions/Restrictions, if any exist (Section II G)
Exhibit 2 -	Profile / Experience / References (Section II H)
Exhibit 3 -	VENDOR Service Plan (Section III)
Exhibit 4 -	Sample Management Report



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).
 - VENDOR Proposed Team/Individual Experience (Exhibit 2).

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 and Management Department**. 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 June 5, 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: RFP for Owners Representative
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 company and proposed teams 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 **Kimberly Tomaszewski, 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's name(s), titles, e-mail, and the telephone numbers.

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

4. Lost Accounts and Legal Actions

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

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

I. **VENDOR Service and Staffing 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. Project Requirements and Specifications:

The purpose of this Request for Proposal (RFP) is to evaluate and select an Owner's Representative (OR) to assist the Owner in the performance of its obligations and enforcement of its rights during the design and/or construction of the Health Science and Cancer Research Center (HSCRC) building located at Wayne State University (WSU). The Owner's Representative shall work with WSU personnel and lead the selection of the Integrated Project Development team including the Architect/Engineer (A/E), specialty consultants, construction manager at risk (CMAR)-and manage the preparation and procurement of furniture fixture and equipment, lead the development of a final program for the facility. The OR shall administer the design and/or construction contract(s) on behalf of the Owner to assure that the Project is designed to meet the developed programmatic requirements and constructed in accordance with WSU Design Standards and the Contract Documents and the Project is completed on schedule, on budget and to a level of quality commensurate with the Owner's requirements. OR services shall be provided more specifically as described herein, and also as referenced in the most current versions of the Owner's Contract for Professional Services or Contract for Design Professional Services for Projects Oriented According to Construction Management, and the Consolidated Agreement for Construction General Contracting or Contract for Construction Management Services, General Conditions of Construction, and Supplementary General Conditions as amended by the Owner

B. General Description of Project

Wayne State University (WSU), in partnership with the Karmanos Cancer Institute (KCI), will be developing a new health sciences and cancer research building which will support the WSU School of Medicine and KCI with the creation of world class academic, research, and community engagement spaces.

1. The Building

The new building will highlight the strong relationship between Wayne State University and the Karmanos Cancer Institute, two institutions committed to the advancement of research and academic excellence in health sciences and comprehensive cancer research. WSU and KCI are global leaders in their respective disciplines and this new facility will allow for continued emphasis on the impacts of public health disparities in urban environments and complex cancer research. The building will provide state-of-the-art space to support academic, research, and community engagement functions integrated in a programmatic and physical space for interdisciplinary and interprofessional opportunities in the heart of Detroit.

2. General Program Guidance

Academic Spaces

At the heart of Wayne State's mission is an emphasis on preparing a diverse student body to thrive and positively impact local and global communities. To that end, the HSCRC may incorporate flexible teaching spaces that encourage and support interdisciplinary learning. Classroom



environments may range in size from small and medium spaces that promote current and future learning modalities, to large lecture halls that incorporate a variety of pedagogical methods. Interactive lab environments will include simulation labs and opportunities for interprofessional experiences through student-led clinics that supplement existing community services. Audio-Visual infrastructure may be designed so that technology can be scalable to meet diverse academic needs throughout the life of the building.

Student study and collaboration spaces may be interspersed throughout the academic floors. Spaces could range from power bars and seating outside of classrooms and labs to small group meeting spaces and study lounges with flexible furnishings.

The HSCRC may also include spaces that support innovation and experimentation at the intersection of academics and research. These spaces may include accelerator spaces for startups and entrepreneurial research and will function to promote the translation of scientific discoveries into clinical and health system technologies.

Research Spaces

A significant portion of the HSCRC may be designed to support current and future research needs for both Wayne State University and the Karmanos Cancer Institute. Along with distinct spaces for each institution, the building may house several shared resources such as a comprehensive imaging center that will support human trials. An imaging center may provide access to a variety of imaging equipment that could include x-ray, computed tomography, magnetic resonance imaging (CT or CAT), positron emission tomography (PET), mammography, radiography, microscopy, and other services. Research conducted at both institutions may be supported by a full-service vivarium, inclusive of animal holding and procedure rooms arranged in suite configurations, a behavioral suite, an x-ray irradiator room, and spaces serving the required surgery, necropsy, quarantine, equipment decontamination, and cagewash functions.

Both the Wayne State and Karmanos spaces may contain research labs with the majority being “wet” labs. Both entities may also contain dry labs that support bioinformatic research. Support lab spaces such as tissue culture, histology and microscopy, as well as cold rooms, glass-wash rooms, and dark rooms will augment primary labs on research floors.

For Wayne State, both wet and dry labs should be designed to support School of Medicine programs while remaining flexible enough to meet the needs of a variety of departments within the health sciences. Labs and faculty offices should be co-located to support Wayne State’s emphasis on student research opportunities. Group collaboration areas and meeting space should be interspersed within the research floors.

The Karmanos research space should provide labs and support spaces along with office space, group collaboration areas, and meeting space. Flex labs and white box space should provide research floors with spaces that can be quickly reconfigured or brought online to meet changing needs and future growth.

Sustainability

The HSCRC is to provide a superior academic and research facility which decreases energy consumption and meets the University’s sustainability goals. The project will be designed to meet LEED Gold certification from the United States Green Building Council (USGBC).

C. Project Phases / Schedule

The Project will be developed in Phases as outlined below, all managed by the Owners Representative. We anticipate the overall duration of the project to be 4-5 years with completion by 2027-28.

Phase 1: Manage the selection of the A/E design team via RFQ and RFP, and other key consultants as required, the development of detailed programmatic criteria for WSU/KCI approval as well as development of a preliminary schedule and budget.

Phase 2: Manage the selection of the Construction Manager at Risk (CMAR) team via RFQ and RFP, and management of the design team in preparation of Schematic Design, Design Development and Construction Documents documentation and cost estimates.



Phase 3: Manage bidding, construction, and project close-out with emphasis on maintaining schedule and budget while managing scope revisions. Manage the design, development, bidding and procurement of Furniture, Fixtures and Equipment packages. Importantly the OR will be responsible for developing a construction schedule which anticipates multiple bid packages such that early stages of Phase 3 may coincide with later stages of Phase 2.

D. WSU Role

WSU will be the final owner and primary user of this project and be responsible for facility maintenance & management. WSU building standards will be used as a basis of design. WSU/KCI will be responsible for providing faculty & staff subject matter experts (SMEs) which will assist OR in determining program needs including scheduling, space requirements, detailed performance criteria, equipment requirements and anticipated staffing. OR shall be responsible for gathering and assimilating all data and preparing a program which meets the requirements of and is approved by WSU/KCI. OR shall adjust program throughout the design and construction phases as required due to evolving strategies and advances in research techniques.

The OR will lead this project from initial engagement thru Project Close Out with WSU responsible for providing direction to the OR to leverage WSU stakeholders and SMEs and acting as a liaison for such team development. WSU will make necessary decisions and provide necessary direction in a timely manner (taking into account WSU's status as a public body) allowing the project team the ability to adhere to the Project schedule as developed by the OR. WSU's procurement team and legal counsel will work with OR to refine the required Project Agreements as required for the Project's administration with appropriate input from KCI.

E. Project Budget and Fees

The estimated Total Project cost is 200M - \$250M. This cost includes but is not limited to: all professional consultants, Architect/Engineer and Owner's Representative fees and reimbursable expenses, site investigations and surveys, hazardous materials removals and abatement, building and site construction, project management fees, construction inspection and testing, furniture, fixtures and equipment, contingencies, art, inflation/escalation factors, and contingencies.

F. Minimum Qualification:

1. The Proposing Firm has experience in the primary business of providing owner's representative services, with demonstrated successful previous experience with public construction projects.
2. The proposing firm shall include a proposed team of planning, design, construction, and finance Professionals experienced in providing Owner Representative services related to the design and/or construction of projects of similar size, scope, complexity and value. Firm and team experience must encompass significant medical / healthcare and/or higher education facilities.
3. The proposing firm must have familiarity and experience or be capable of acquiring familiarity and experience using a Project Management Information System in the management of the program.
4. Detailed and first-hand knowledge of the Integrated Project Delivery approach, and appropriate design, construction and construction manager partners for this project type.
5. First-hand experience with the LEED Certification process.
6. Experience with organizational change management

G. PROPOSING FIRM will provide Owner Representation Services as detailed below during Vendor Selection, Planning, Design, Construction, and Close-out phases of the Program:

1) Design Team/Construction Manager/Other Vendor Selection, Contract Review & Negotiation

Working with WSU's legal counsel, FP&M and Procurement, review and advise on contract structure with primary vendors including the design architect, construction manager and secondary vendors required to achieve a complete project. Activities may include:

- Assist WSU in determining the most effective approach to the Project with consultant selection and negotiation for: the design team, construction manager and other vendors.
- Establish and administer an appropriate value-based selection process for key vendors and consultants based on evaluation of comparable work experience, staff credentials, reference checks, financial credibility and any prior relationship with WSU.
- Assist WSU with the implementation of the design teams, construction manager's if any, or general contractors, and technology designer's contracts for the following:
 - Proposed Team/Staff Members
 - Responsibilities
 - Scope Changes
 - Payments and Invoicing
 - Instruments of Service
 - Standard of Care
 - Reimbursables
 - General Conditions
 - Budget Evaluation
 - Sole Sourcing
 - Schedules
 - Terms and Conditions
- Conduct same/similar process, as outlined above, for all other required consultants and vendors, as may be appropriate: Some of these would fall under A/E firm if we do a turn key?
 - Engineering
 - Interior Design
 - Medical/Lab Equipment Planning
 - Technology Planning and Implementation
 - Landscaping
 - Site Development
 - Geotechnical
 - Others, as needed
 - Advise on overall Project budget and schedule based upon information gleaned from the selection process.

2. Project Planning/Evaluation and Programming

Development of a final Project program that clearly identifies the size, cost, delivery method(s), operational costs and financing of the proposed Project. Activities may include:

- Development of a final space program.
 - Development of final Project Scope.
 - Development of final standards and budget for technology, furnishings, and equipment.
- Development of the phasing/activation plan.
- Development of a final Project budget.
- Development of a final Project schedule.
- Development of final site program.
 - During all Phases of the Project serve as the key liaison between WSU, the commissioned architect, construction manager and other key vendors (technology, FF&E, etc.). This service shall include, but shall not be limited to, the coordination of activities, resolution and appropriate reporting to the client contact.
 - Provide input and guidance for the Project in all stages of design, construction & activation, as required to achieve project goals. This service shall include, but shall not be limited to: project measurement and guidance toward achieving approved budget, scope & schedule, user stakeholder communication and coordination, LEED attainability, coordinating with internal FP&M stakeholders, oversight of design and construction quality to adhere to WSU standards, recommendations for attaining project goals.

3. Financial Consulting

Financial consulting is required to ensure funding is achieved to support the planned project sequencing, including:

- Capital Tracking & Planning – During the construction period, maintain a schedule that tracks the committed sources of funds in comparison to the construction cost spend (uses) in one master schedule. Assist in understanding potential funding shortfalls or timing elements from sources in comparison to the project cost draw schedule. Keep
- Financial Structuring & Cash Flows –
 - Create cash flow models and projections with revenues, operating expenses, capital expenditure estimates and debt service payments.
 - Determine optimal financial and operating structures and scenarios related to various stakeholder participation, use of space within the building, etc.
 - If incentives are utilized, assist with identification and valuation of incentive programs as it relates to the final building sources/uses and operational cash flow

4. Design & Preconstruction Process

The Owner's Representative shall provide professional expertise and leadership by coordinating end-user engagement, collaboration with internal FP&M and other WSU department to develop the program in-line with established WSU criteria and project goals. This includes reviewing, and analyzing options for the design through the schematic and design development process leading to a GMP as well as final construction documents, balancing cost estimating and recommended construction methodology that is advantageous to the program goals. The Owner's Representative will work closely with the selected design and construction teams to provide professional expertise to WSU during the design process. Owner's Representative activities may include:

- Establishing the overall Program Schedule, arranging the time required for owner decisions and approvals, design, AHJ approvals, construction, owner vendor coordination and move-in and start-up phases. Monitor architect's progress through the design process.
- Develop a strategy of bidding which considers multiple bid packages and optimizes the Owner's requirements of scope, schedule and budget. Lead and /or participate as required in the bidding process of vendors directly or indirectly contracting with the University. Schedule and attend detailed progress meetings and ensure appropriate meeting minutes are captured.

- Schedule and facilitate regular WSU leadership meetings to update key stakeholders on project status and key issues.
- Coordinate end-user, FP&M and other stakeholder engagement, as needed, to facilitate decision making.
- Compare budget of preliminary design with current budget. Update program budget and schedule on a regular basis; make recommendations for budget expenditures, contingency allocation and other budget related decisions.
- Maintain accurate cashflow draw projections are aligned with funding.
- Review design to ensure consistency with original Project scope.
- Actively engage the design and construction teams in a detailed preconstruction process that aligns with the design schedule for continuous and real-time cost updates that factor in design options, schedule, project means and methods, and market updates to keep the project in line with overall goals.
- Assist the design team, construction manager and other vendors in the ongoing value-engineering process to identify alternative construction methods or materials, reducing cost and/or construction time without sacrificing quality.
- Ensure compliance with WSU LEED project goals. Responsible for any/all research, tasks and submissions for LEED points that are Owner responsibility.
- Assist in providing multiple constructability reviews and assist the design team and construction manager in the process of preparing cost analyses.
- Assist in defining the scope for phased construction for the Project to ensure proper make-ready work, life safety/code and operational goals are met.
- Assist in determining project approvals for the design, selection and need of major long lead equipment is made in line with planned cashflow and project requirements.
- Monitor trade, labor and construction market trends that could impact the cost or schedule for the Project.
- Assess material and labor availability in the local marketplace and evaluate alternative systems and building products to maintain program budget & schedule.
- Review design team, construction manager and other vendor invoices on behalf of WSU and make recommendations for payment.
- Review final drawings and bid package with recommendations to WSU for GMP Contract Amendment approval to procure.

5. Construction and Activation Planning

The Owner's Representative shall oversee the construction process to ensure adherence to the project criteria established with budget approval and throughout the design and preconstruction process. Detailed knowledge with the construction process is required to facilitate decisions, quality implementation and on-going activation planning required to complete the program. Once the construction contract(s) is in place, the Owner's Representative activities may include but is not limited to:

- Assist in obtaining regulatory approvals.
- Define, schedule, attend and ensure appropriate meeting minutes are developed for weekly construction progress meetings.
- Coordinate and on-board other owner vendors required for program activation. Facilitate coordination of owner vendors with the construction team for seamless installations and coordination.
- Develop an activation schedule to account for move planning, decommissioning of existing space, technology and support required for day-one use of the building. Coordinate detailed communication plans for end-users to minimize disruption to on-going operations.
- Keep track of Request for Information (RFI) logs, shop drawing submittal logs and facilitate issue resolution, if needed.
- Track Project budget including expenses to date versus total budget and remaining Project cost estimates. Keep track of Project expenditures to ensure that the proposed budget is being met.

- Review of payment applications, waivers, sworn statements, insurance certificates, and surety bond requirements for contract compliance and percent complete to ensure compliance with contractual arrangements and make recommendations for payment.
- Assist with change order tracking and issue resolution, including developing an accountability log that will be used for all change orders issued to WSU for approval that will indicate the source and cost of the any and all change orders (e.g., field condition, Owner initiated, Architect initiated, Construction Manager initiated, etc...).
- Update major milestone schedule for Project and identify potential conflicts.
-

6. Project Reports and Financial/Documentation Coordination (PMIS)

Prepare a monthly status report for the Owner summarizing at a minimum: key construction activities progress, conformance to the approved Construction Progress Schedule(s), Total Budget Summary/Status report, current or potential problems, recommendations for Owner actions and quality issues. Provide other project information and reports as requested by the Owner and the System Office

Provide project accounting to integrate capital construction expenditures with WSU's internal processes including regular communication with WSU financial team. Ensure an appropriate documentation process is maintained for future use and memorialization to WSU standards.

- Set up Project cost accounting, WSU approval process, and budget tracking process.
- Assisting with establishing and tracking the Project documentation including drawings, bids, schedules, and budgets provided by the Project team.
- Assisting with establishing and tracking the Project budget including expenses to date versus total budget and remaining project cost estimates provided by the Project team.
- Reviewing payment applications, waivers, and sworn statements for budget to actual costs.
- Updating the budget to actual costs once the Project team makes recommendations for payment.
- Tracking total Project expenditures and Project Cost-to-Complete reports.

7. Move Management

Identify the requirements to relocate and move staff and equipment to allow construction to proceed without interruption of work flow and to minimize down time. This process formally begins when building plans and specifications are ready for bidding. On behalf of WSU, the Owner's Representative will coordinate and oversee the process of advertising and soliciting bids from qualified moving vendors. Activities may include:

- Validate special operational needs of the moving process including timing restrictions and moving restrictions. Coordinate the logistics of the move with end-uses and WSU to minimize disruptions to operations.
- Identification and prequalification of move vendors and write RFP.
- Assist WSU in obtaining and reviewing proposals from vendors.
- If required by WSU, provide on-site coordination during moves.
- Assist in the procurement of temporary facilities, if needed.
- Provide recommendation to negotiate final mover contract.
- Coordinate removal and placement of office, equipment and furniture prior to construction and upon completion of the Project. Coordinate disposal of any remaining items exempt from the move.
- Provide an occupancy checklist.
- Develop a schedule for occupancy activities.

8. Building Commissioning & Project Closeout

Ensure that the complete design, construction & vendor teams complete their contractual obligations. Post construction services typically commence after construction is substantially complete. The Owner's

Representative will continue to advocate on behalf of WSU to ensure the close-out procedures are completed in a timely manner. Activities may include:

- Identification of punch list items.
- Monitor completion of punch list activities.
- Conduct final Project walk-through/inspections with the design and construction teams to review compliance with the Contract Documents for quality of finished construction.
- Coordinating of the delivery of warranties and guarantees certificates.
- Submittal of release waivers of liens and sworn statements.
- Coordination of building systems testing.
- Assistance in obtaining occupancy permit(s).
- Coordination of as-built drawings, and operational manuals
- Assistance in scheduling of training staff on building systems.
- 9-month post-occupancy walk-through with design and construction teams to ensure compliance with warranties ahead of expiration.

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
RFP for Owners Representative
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.



WAYNE STATE
UNIVERSITY

Schedule A
Response to Wayne State University
Request for Proposal
RFP: RFP for Owners Representative
and any Amendments, Thereto

Dated: April 20, 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 **April 20, 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:

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) Contracts valued at \$100,000 per year or more	\$1,000,000 combined single limit \$2,000,000 annual aggregate Umbrella Liability per occurrence and in the annual aggregate of \$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

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

Certificates of Insurance

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

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

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

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

Schedule B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

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

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

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Schedule C

(Cost Schedule; Compensation and Fees)

See website:

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



WAYNE STATE UNIVERSITY

SCHEDULE D - SUMMARY QUESTIONNAIRE

	YES	ALTERNATIVE
1. Can your company commence on or before June 5, 2023 and be completed by 2028?	_____	_____
2. Did you attend the Mandatory Pre-Proposal meeting on May 1, 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?	_____	Insurance Required
6. Did your company complete and provide the Summary Price Schedule C , and submit it electronically? (Zip Files are not acceptable)	_____	_____
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?	_____	_____



WAYNE STATE UNIVERSITY

17. ADDENDA:

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

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

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

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

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

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

Company Name: _____

Address: _____

Telephone: (_____) _____

Email address: _____

Submitted by: _____

Signature _____

(Title)

(Date)



APPENDIX 1

(Wayne State University Campus Map)

See 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

NOT APPLICABLE



WAYNE STATE
UNIVERSITY

APPENDIX 4

PROJECT REPORT

Not Applicable



WAYNE STATE
UNIVERSITY

APPENDIX 5

WAYNE STATE UNIVERSITY STRATEGIC SOURCE AGREEMENT



WAYNE STATE UNIVERSITY

STRATEGIC SOURCE AGREEMENT

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

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

1. **General Purpose:** The general purpose of this Agreement is to engage the services of the Supplier to provide (**Named_Services**) (**Services**), per the University Request for Proposal dated (**Quote_Date**) (the RFP) and the Supplier's response Proposal dated (**Bid_Date**), and the Price Schedule attached as Exhibit C. The University has assigned (**Project_Manager**) as the Contract Administrator. Only contract directives from the University's Procurement and Strategic Sourcing Department or the Contract Administrator shall be accepted by the Supplier. The Procurement contact for this agreement is **Kimberly Tomaszewski**, email; **Rfpteam1@wayne.edu**.
2. **General Duties of the Supplier:** The Supplier shall provide the University with (**Named_Services**) of superior quality, at competitive pricing, as described in the Statement of Work section of the RFP, which is incorporated by reference into this Agreement. The Supplier agrees to perform such professional services with the standard of professional care and skill customarily provided in the performance of such services. The supplier agrees to perform these services to the reasonable satisfaction of the University during the term of this Agreement.
3. **Term:** The contract period shall be for an initial time-period through (**Contract_End_Date**) (the "Initial Term"), with the option to renew for up to two additional one-year periods of Services (each a "Renewal Term" and together with the Initial Term, the "Term"), through (**Extension_Date**). Renewal is contingent upon both parties agreeing in writing to do so, based on satisfaction of the price and the Supplier's performance.
4. **The Roles and Responsibilities (Scope of Work):**
The roles and responsibilities of the Supplier are listed in Exhibit A of this agreement.
5. **Wayne State University Wage Rates:** For construction and construction-like work, Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than Davis Bacon Wage Determinations (WSU Wage Rates). This includes, but is not limited to new construction, building renovation, and installation of furniture or equipment where a construction trade is used (i.e. installation of audiovisual equipment or furniture requiring electrical or carpentry work). The complete policy regarding WSU Wage Rates can be found at <https://policies.wayne.edu/appm/2-10-prevailing-wage-construction>.
6. **Customer Support:** The Supplier shall have a primary point of contact for the University community. The contact shall be accessible during normal business hours of every business day, 8:00 am to 5:00 pm (Eastern Time).
7. **Business Review Meetings:** In order to maintain the partnership between the University and the Supplier, the University requires regular Business Review meetings. Meetings shall be held on at least an annual basis, or more frequently upon University request. The business review meeting shall include, but not be limited to, the following:
 - Review of Supplier performance as demonstrated in supplier scorecards
 - Review of minimum required reports (see Section 8 below)
 - Review of continuous improvement plans

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

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

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

Reports & Statistics

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

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

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

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

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

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

Kenneth Doherty, Associate Vice President
Procurement & Business Services
Wayne State University
RFP: RFP for Owners Representative
5700 Cass Avenue, Suite 4200, AAB
Detroit, MI 48202

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

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

To the Supplier:
(Supplier_Name)
(Supplier Representative)
(Representative Title)
(Supplier_Address), (Supplier_City_State_Zip)

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

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

38. Insurance:

INSURANCE REQUIREMENTS (Rev 2-2015)

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

General Requirements

Type of Insurance

Minimum Requirement

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

Maximum Acceptable Deductibles

Type of Insurance

Deductible

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

Coverage

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

Certificates of Insurance

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

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

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

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

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

Wayne State University

Signature: _____

Name: Kenneth Doherty, CPSM

Title: Associate Vice President – Procurement

Date: _____

Phone: 313-577-3756

email: ac0578@wayne.edu

(Supplier Name)

Signature: _____

Name: _____

Title: _____

Date: _____

Phone: _____

email: _____

Wayne State University

Signature: _____

Name: David Massaron

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

Date: _____

Phone: 313-577-5580

email: bx8350@wayne.edu

EXHIBIT A
Roles & Responsibilities

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

Sample



EXHIBIT B

Confidentiality and Non-Disclosure Agreement

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

1) Confidential Information

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

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

2) Use of Information

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

3) Reproduction of Materials

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

4) Confidentiality

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

5) No Waiver

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

6) Supplier Employees and Agents

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

7) Breach of Contract

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

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

8) Governing Law, Modification

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

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

Name

()
Telephone

Title

(Supplier Name)
Company

Signature

Date



WAYNE STATE
UNIVERSITY

EXHIBIT C

Price or Rate Structure

Sample