Division of Finance and Business Operations

Request for Proposal

and Specifications for

Student Center 5th & 7th Floor Renovation

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Wayne State University
Procurement & Strategic Sourcing

July 11, 2016
Dear Vendors:

IMPORTANT – PLEASE NOTE: Bid notices will be sent only to those Vendors registered to receive them via our Bid Opportunities Listserv service. To register, visit http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html, and click on the “Join our Listserv” link at the top of the page. Instructions are at the top of the page, and the Audio Visual Listserv service is under “Technology Bid Opportunities”.

Wayne State University invites you to participate in its Request for Proposal process to provide **Student Center 5th & 7th Floor Renovation**, for the **WSU-FPM-Design & Construction Services**, per the specifications contained herein the Request for Proposal. This service is expected to commence on **Week of August 1, 2016**.

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://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html (include capitalization and underscores) as of **July 11, 2016**. When visiting the Web Site, click on the “Technology” link in green. Copies of the RFP will not be available at the pre-proposal meeting. If you are interested in participating in this process, you and/or responsible representatives of your organization must attend our mandatory pre-proposal meeting to be held on:

**July 15, 2016, 10:00 a.m. (EST)**

**Student Center Building**

5221 Gullen Mall,

(meet at North Lobby)

Detroit, MI 48202

For your convenience a map of the University and appropriate parking lots can be downloaded and printed from: http://campusmap.wayne.edu. Guest parking in any of the University student and guest lots is $7.00. A detailed list of Cash & Credit Card operated lots can be viewed at http://purchasing.wayne.edu/cash_and_credit_card_lots.php. Cash lots dispense change in quarters. Due to time constraints, Vendors are encouraged to avoid parking at meters on the street (especially blue “handicapped” meters). Please confirm your participation and/or attendance at the mandatory pre-proposal meeting by emailing your intent to participate (or not to participate) by sending Appendix 2 to Robert Kuhn at ac6243@wayne.edu no later than 12:00 noon on July 14, 2016.

We hope to see you at the mandatory pre-bid meeting. Please bring a copy of this Request for Proposal for your reference during the meeting. Should you have any questions or concerns about this invitation, please contact me at (313) 577–3712, or email: ac6243@wayne.edu. Thank you for your interest in doing business with Wayne State University.

Sincerely,

Robert Kuhn
Sr. Buyer

Enclosure

Cc: Chrystal Camilleri, Christa Azar, Leann Day
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I. INTRODUCTION

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

B. Procurement & Strategic Sourcing is soliciting proposals from qualified professional organizations, hereafter referred to as VENDOR(s), who specialize in providing AV equipment and installation 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 Week of August 1, 2016 and be completed by August 26, 2016.

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

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

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

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

E. All questions concerning this Request for Proposal are to be directed to Robert Kuhn, Sr. Buyer, Email; ac6243@wayne.edu and to Leiann Day, Procurement Analyst, Email; leiann.day@wayne.edu. Copy both Robert Kuhn and Leiann Day on all E-Mail questions. The deadline for questions is July 20, 2016, 12:00 noon. Under no circumstances may a VENDOR contact other individuals at the UNIVERSITY, or its consultants to discuss any aspect of this RFP, unless expressly authorized by Procurement & Strategic Sourcing to do so.

II. INFORMATION FOR VENDOR

A. General

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Pre-bid meeting at the Student Center Building, 5221 Gullen Mall, (meet at North Lobby), Detroit, MI 48202</td>
<td>PD/Evaluation Team (ET)/VENDORS</td>
<td>July 15, 2016 10:00 a.m.</td>
</tr>
<tr>
<td>Questions due to Procurement &amp; Strategic Sourcing</td>
<td>VENDORS</td>
<td>July 20, 2016 - 12 Noon</td>
</tr>
<tr>
<td>Delivery of Proposals to the Academic/Administration Bldg., Purchasing Dept., 5700 Cass Avenue, 4th Floor – Suite 4200, Detroit, MI</td>
<td>VENDORS</td>
<td>July 22, 2016 by 4:00 p.m.</td>
</tr>
<tr>
<td>Evaluation of Proposals (clarifications &amp; negotiations)</td>
<td>PD/ET</td>
<td>Week of Beginning Week of Week of August 1, 2016</td>
</tr>
<tr>
<td>Announcement of Selected VENDOR</td>
<td>PD</td>
<td>Week of August 1, 2016</td>
</tr>
<tr>
<td>Readiness for Service/Contract Commencement</td>
<td>VENDORS</td>
<td>Week of August 1, 2016</td>
</tr>
<tr>
<td>Project Completion</td>
<td>VENDORS/ET</td>
<td>August 26, 2016</td>
</tr>
</tbody>
</table>

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 July 15, 2016 at 10:00 a.m. (EST) at the Student Center Building, 5221 Gullen Mall, (meet at North Lobby), Detroit, MI 48202, as a condition for submitting a proposal.

Pre-registration for the meeting is to be made on or before Noon on, July 14, 2016. Please email Appendix 2 to attention of Robert Kuhn at ac6243@wayne.edu to confirm your attendance.

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

D. Examination of the Request for Proposal

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

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

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

An original (clearly marked as such) plus one copy (2 total) of concise proposals in booklet or notebook form with supporting documentation shall be delivered in a sealed envelope or container to UNIVERSITY Procurement & Strategic Sourcing.
In addition, an electronic version is required, which should be submitted to our secure mailbox at rfp@wayne.edu and be sure your subject line reads “(company name) RFP Student Center 5th & 7th Floor Renovation Response”. The electronic submission should be limited to no more than one of each of the following file types: 1 Word Document and/or 1 Excel Workbook and/or 1 PDF document, with a total file size less than 20 megabytes. ZIP Files containing separate sections of a proposal are not acceptable, drop box submissions are not accepted either. If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your Proposal. If you do not receive an auto-reply message, check the address you used and resubmit your Proposal. However, in the event a discrepancy exists between the electronic submission and the original copy of the Vendor’s Response Proposal, the original copy will prevail.

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

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

ATTN.: Robert Kuhn, Sr. Buyer
Wayne State University
RFP: Student Center 5th & 7th Floor Renovation
5700 Cass Avenue, 4th Floor - Suite 4200 AAB
Detroit, MI 48202

And: E-mail a copy to RFP@wayne.edu /
Subject line: “(company name) RFP Student Center 5th & 7th Floor Renovation Response”.

Deadline for receipt of proposals by Procurement & Strategic Sourcing is, July 15, 2016 by 4:00 p.m. (local time). Date and time will be stamped on the proposals by Procurement & Strategic Sourcing. Proposals received after that time will not be accepted. No details of the proposal will be divulged at the time of opening.

F. Proposal Format

Proposals are limited to 35 pages total, one sided, and eleven (11) point font. (This is inclusive of all required documents and schedules and any optional material included at the discretion of the respondent, but tab sheets and the cover pages do not count in the overall document count.)

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

Schedules (provided in this package)
Schedule A - Proposal Certification, Non Collusion Affidavit, VENDOR Acknowledgements
Schedule B - Insurance Requirements
Schedule C - Cost Schedule, Summary of Quoted Rates
Schedule D - Summary Questionnaire

Exhibits (created by Vendors as needed)
Exhibit 1 - Exceptions/Restrictions; if any (Section II G)
Exhibit 2 - Profile / Experience / References (Section II H)
Exhibit 3 - VENDOR Service Plan (Section III)

Care should be exercised in preparation of the proposals since it is the UNIVERSITY’S intent to have the final contract documentation to consist of a University Standard Service Provider Agreement (Appendix 5) that incorporates the RFP, VENDOR Proposal, any letters of clarification, and will require the issuance of a Purchase Order for invoicing purposes.
Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective quotation are not desired.

G. Proposal Evaluation

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

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

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

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

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

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

4. After notification of acceptance of proposal and the signing of a resulting agreement and/or Purchase Order, the successful VENDOR will be expected to establish and be in a position to commence work or services on or before Week of August 1, 2016.

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

1. VENDOR Profile should include:

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

Upon University request, VENDOR must agree to provide publicly distributed annual reports and/or independently audited financial statements including its statement of financial position, statement of operations, and statement of cash flows for at least the past three years. Vendor must further agree to permit the UNIVERSITY, upon request, to audit VENDOR’s books as related to the Wayne State University account.
Failure to agree to this will result in disqualification of your bid (see Schedule D).

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

ATTN.: Kenneth Doherty, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University

RFP: Student Center 5th & 7th Floor Renovation
Procurement & Strategic Sourcing
5700 Cass Avenue, 4th Floor - Suite 4200 AAB
Detroit, MI 48202

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

2. Experience

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

3. References

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

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

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

4. Lost Accounts and Legal Actions

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

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

I. VENDOR Service Plan

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

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

Project Requirements and Specifications

Project includes: Digital Signage, Digital Directory and DirecTV Coaxial Infrastructure provision, installation and termination for the 5th and 7th floor. Please see a description and scope of work in RFP AV Student Center 5th 7th Renovation Specifications posted to the University’s website.

Bill of Materials

Please see attached RFP AV Student Center 5th 7th Renovations Cost Schedules C for the complete “bill of materials”

Technical Requirements

A. Fire Codes and Fire Safety Requirements

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

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

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

D. Insurance Requirements (10-5-2009)

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

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

Questions on insurance requirements should be directed to Angela Moss, Director of the UNIVERSITY’S Risk Management Department at (313) 577-3110.

E. Construction Contract Terms

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

1. A certified check or bank draft payable to the Owner, or satisfactory Bid Bond executed by the Bidder and Surety Company, in an amount equal to not less than five percent (5%) of the maximum proposal amount shall be submitted with each Proposal, which amount may be forfeited to the Board of Governors, Wayne State University, if the successful Bidder refuses to enter into a Contract within sixty (60) days from receipt of Proposals.

2. The bid deposit of all bidders except the lowest three will be returned within three (3) days after the bids are opened. After the formal Contract and bonds are approved, the bid deposit will be returned to the lowest three bidders, except when forfeited.

3. Bid bonds shall be accompanied by a Power of Attorney authorizing the signer of the bond to do so on behalf of the Surety Company.

4. Withdrawal of Proposals is prohibited for a period of sixty (60) days after the actual date of opening thereof.

G. CONTRACT SECURITY (revised 4-2007)

A. The successful Bidder will be required to furnish a Performance Bond and Labor and Material Payment bond in an amount equal to 100% of the contract award amount, and include such cost in the Proposal, complying with the laws of the State of Michigan. The graduated formula no longer applies.

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

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

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

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

H. BOND CLARIFICATION

For bids below $50,000.00,

1. Bid bond will not be required.
2. Performance Bond will not be required.

I. LIQUIDATED DAMAGES

(Not Applicable)

J. General/Standard Electronic Equipment and Infrastructure Requirements (Revised 4/29/05)

1. Compliance with WSU Standards for Communications Infrastructure

   A. All applicable work, products, materials and methods shall comply with the latest version of the “WSU Standards for Communications Infrastructure” except as where noted.
2. Automation System Program Code

A. All automation system uncompiled and compiled program codes, source codes, custom modules, graphical user interface screen shots and any other automation system programming data and material (Program Code) shall be provided to the UNIVERSITY in hard copy and on CD Rom in an unencrypted format acceptable to the UNIVERSITY.

B. Copyright for the Program Code shall be assigned to the UNIVERSITY for purposes of system maintenance.

C. Provision of and Copyright assignment of the Program Code to the UNIVERSITY by the Vendor shall be conditions of the Purchase Order and contract acceptance by the Vendor.

D. Provision of and Copyright assignment of the Program Code to the UNIVERSITY by the Vendor shall be conditions of final System acceptance by the UNIVERSITY.

3. General Guidelines

- VENDORS shall furnish all equipment, cable, conduit or wire mold, material and supplies needed to complete the installation.

- VENDORS are to provide delivery of equipment to the job site and the secured storage of all non-fixed equipment.

- VENDOR is to provide complete instruction manuals, service instructions and manuals, installation wiring diagrams and test documentation and certificates.

- VENDORS shall take whatever action, during installation, necessary to supply proper ventilation, guard against electromagnetic and electrostatic hum and to install equipment in a manner to provide maximum safety to operator.

- A progress schedule is to be provided with dates for the following: delivery, installation, and testing.

- All equipment and their installation shall comply with local codes and applicable NEC and UL standards, and all components shall carry pertinent UL labels.

- VENDORS are to provide their own measurements and take all necessary actions to deliver and install a safe and fully functional system.

- VENDORS will be responsible for coordinating activities with the University’s Facilities, Planning and Management Department.

- VENDORS are to provide an installation schedule in VENDORS proposal to insure proper timing of all related trade functions.

- During and upon completion of work, the VENDOR shall remove all refuse and rubbish from and about the premises, and shall leave the relevant areas and equipment clean and in an operational state.

- The VENDOR shall be responsible for repairing any damage caused to the premises, including elevators and stairways, by installation activities, at no cost to the UNIVERSITY.

- Upon completion and prior to final acceptance, perform a complete test of all systems in the presence of a representative of the UNIVERSITY, who shall be notified of the test.
date a minimum of ten (10) days in advance.

- Circuit routing:
  All audio circuits shall be separated according to function; e.g. Microphone circuits shall be separated from line-level circuits which both are separated from loudspeaker circuits. Where audio circuits are installed in conduit or other raceway, separated conduits are required for the various circuit functions. Where circuits are exposed in the equipment racks or large junction boxes, the circuits shall be bundled according to function. Use cable ties to bundle cables and provide as much separation as possible.

- Labeling and Placards:
  All labeling of wire within equipment racks, consoles, or other areas obscured from direct view shall be adhesive backed strips comprised of numbers and letters as required. Wire markers shall be near both ends of wire termination. Label all AC power receptacles reflecting the appropriate circuit breaker. Ensure all circuit breakers are labeled.

- Preliminary Testing and Adjustments:
  o At completion of the installation the VENDOR shall perform the following tests to assure system operation. All equipment shall be fully installed tested and operational.
  o Perform function tests of all components in the systems.
  o Verify operation and phase of all equipment/line connectors and cables.
  o Ensure all portable (not installed) equipment is on the jobsite and fully functional. Unpack all equipment and store in owner designated place for future use.

- Product Specifications:
  All materials and equipment supplied by the VENDOR shall be new and shall meet or exceed the latest published specifications of the manufacturer in all respects. The VENDOR is responsible for supplying all materials required for a fully operational system (whether described in the Specifications or not). VENDOR should note any materials added to the UNIVERSITY specifications, in order to insure system is fully operations, in Exhibit 1, Restricted Services.

- Warranties:
  All manufacturers’ warranties will commence upon final acceptance of the entire system.

- Related work: Please Note – The UNIVERSITY will be responsible for the following items:
  - Electrical to each room, HVAC or other trades which are required to meet code specifications.
  - Parking: Parking is not provided. VENDORS should build parking costs into their proposals. Guest parking is $7.00 per day, per vehicle. Vehicles including vans and flatbed trucks will be allowed on the University mall areas to load/unload materials and must have appropriate commercial license plates.
WAYNE STATE UNIVERSITY
PAYMENT PACKAGE DOCUMENT REQUIREMENTS (Revised 7-23-2015):

Review and comply with Section 410 of Bid Front End Documents.
Review and comply with Article 15 of the Supplemental General Conditions.

PAYMENT APPLICATION - AIA document G702 & G703 (or equivalent) –Checklist:

- Correct Project Name – Found on your contract.
- Correct Project Number – Found on your contract.
- Purchase Order Number – Required prior to beginning work.
- Correct Application Number.
- Correct Period Reporting Dates – Applications support docs must be sequential and within application range.
- Approved & Executed Change Orders Listed. (Cannot invoice for unapproved Change Orders)
- Schedule of Values percentages and amounts match the approved Pencil Copy Review – Signed by the Architect, Contractor, and University Project Manager.
- Correct Dates – Back dating not accepted.
- Signed and Notarized.

SWORN STATEMENT – Checklist:

- List all contractors, sub-contractors, suppliers… ≥ $1000.00
- A sworn statement is required from every Sub Contractor on the job with a material purchase or sub-contract of $1,000 or more. (All tiers.)
- Purchase Order Number
- Dates – Back dating not accepted.
- Signed and Notarized.

CERTIFIED PAYROLL - Dept. of Labor Form WH-347 – Checklist: (Union and Non-Union)

- For every contractor & sub-contractors work, for each week within the application reporting period.
- Correct Project Number
- List ALL workers on-site.
- Make sure their addresses are listed.
- Social Security Numbers MUST be blackened out or listed in XXX-XX-1234 format.
- For any workers paid at the Apprenticeship rates - proof of enrolled program and current completion required.
- Rate of Pay verified against the Prevailing Wage Schedule with an hourly cost breakdown of fringes paid.
- Authorized signatures on affidavit.
- Dates – must represent the weeks within the application period.

APPLICATION PACKAGE SUPPORTING DOCUMENTATION –

- Copies of Pay Stubs for each Certified Payroll period reported may be required– (Social Security Numbers MUST be blackened out or listed in XXX-XX-1234 format. Pay stubs need to reflect claimed participation of fringes like Medical, Dental, Retirement or 1099 classification.)

- Proof of Ownership for any ‘Owner Operator’ contractors not wishing to claim their time on prevailing wage. – (Must list their hours and dates worked on the WH-347 Form and enter EXEMPT on the income brackets.) The Owner must provide copies of “DBA” registration form confirming status as exempt from prevailing wage requirements.

- Proof of Stored Materials – Bill of Lading, Delivery Receipts, Pictures, Certificate of Insurance or endorsement pate specifically insuring stored material at location, and pictures with materials clearly separated and labeled for WSU. The University reserves the right to on site verification of stored materials.

- Partial Conditional Waivers – The contractor shall provide covering the entire amount of the application. For non-bonded projects all sub-contractors must provide for all applications which they have a draw.
o **Partial Unconditional Waivers** – Must release amount paid for work and be delivered starting with application #2 and in no case after payment application #3, through all sequential applications for contractors, subcontractors, and suppliers listed on the Sworn Statements.

o **Full Unconditional Waivers** – Must be delivered with final payment application, releasing all contractors, subcontractors, suppliers listed on the sworn statements and any legitimate notice of furnishings reconciled.

**FINAL PAYMENT APPLICATION – Checklist:**
- Clear and concise As-Built drawings.
- Operation and Maintenance Manuals
- Process and training directions (if applicable).
- Warranty of work in accordance with project documents.
- Submittals log and samples installed on the job.
- Certificate of Substantial Completion
- Full Unconditional Waiver

The Project Manager may provide additional requirements as may apply to individual jobs

Revised 7-23-2015
IV. GENERAL REQUIREMENTS AND GUIDELINES

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

Any contract between the UNIVERSITY and VENDOR resulting from this RFP will be made using the University's Standard Service Provider Agreement (Exhibit V). The Agreement will incorporate this RFP and its terms and conditions by reference. Should the VENDOR have additional terms to incorporate into the Agreement, the VENDOR's Proposal response must include a formal copy of any VENDOR'S terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by the University's General Counsel is essential prior to the award of the contract. If supplied, this should be included in Exhibit 1 of the VENDOR's proposal.

In the event the VENDOR does not supply terms and conditions with their proposal, the University's terms and conditions will govern this transaction.

B. Governing Law (Michigan)

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

C. Non-Discrimination

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

D. Civil Rights Requirements

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

E. Immigration Reform and Control Act of 1986

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

F. Debarment Status (6-12-2009)

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

G. Indemnification and Hold Harmless

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

H. VENDOR Liability

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

I. Early Termination by the UNIVERSITY

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

1. Default of VENDOR

It shall be considered a default whenever the VENDOR shall:

a. Disregard or violate material provisions of the contract documents or UNIVERSITY instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.

b. Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

2. Convenience of the UNIVERSITY

When termination of the contract is determined to be in the best interest of the University for serving it's community, and its students, faculty, and staff.

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

J. Cancellation of Contract by VENDOR

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

Kenneth Doherty, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University
RFP: Student Center 5th & 7th Floor Renovation
5700 Cass Avenue, Suite 4200, AAB
Detroit, MI 48202

K. Joint or Partnering Bids/Proposals

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

L. Non-Assignment

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

M. Price Schedules

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

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

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

N. Pricing Variances

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

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

The UNIVERSITY, the VENDOR, and its officers, agents, employees, and subcontractors, certify and agree to the following:

1. VENDOR Liability

2. Indemnification and Hold Harmless

3. Early Termination by the UNIVERSITY

4. Notice of Default

5. Convenience of the UNIVERSITY

6. Joint VENDORs

7. Assignments and Subcontracts

8. Compliance with Laws

9. Assignment of Claim

10. Subpoenas

11. Dedication

12. Payment

13. Certification

14. Affidavit

15. Acknowledgements

16. Other Requirements

The UNIVERSITY, the VENDOR, and its officers, agents, employees, and subcontractors, accept the conditions stated in the following:

1. General Requirements and Guidelines

2. Payment

3. Certification

4. Acknowledgements

5. Other Requirements

6. Governing Law

7. Non-Discrimination

8. Civil Rights Requirements


10. Debarment Status

11. Indemnification and Hold Harmless

12. Early Termination by the UNIVERSITY

13. Notice of Default

14. Convenience of the UNIVERSITY

15. Joint VENDORs

16. Assignments and Subcontracts

17. Compliance with Laws

18. Assignment of Claim

19. Subpoenas

20. Dedication

21. Payment

22. Certification

23. Affidavit

24. Acknowledgements

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

P. VENDOR Payment/Billing Terms

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

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

Q. Entire Agreement

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

R. Severability

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

S. Modification of Service

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

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

T. Publicity

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

U. Independent Contractor

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

V. Confidentiality

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

W. Credit References

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

X. Insurance Requirements (10-5-2009)

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

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

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

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

1. Reporting

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

Kenneth Doherty, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University
RFP: Student Center 5th & 7th Floor Renovation
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://purchasing.wayne.edu/docs/university_policy_2004_02.doc.

Z. Ownership of Documents

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

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

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

The rates of wages and fringe benefits to be paid to each class of laborers and mechanics by each VENDOR and subcontractor(s) (if
Wayne State University's Prevailing Wage Requirements:
When compensation will be paid under prevailing wage requirements, the University shall require the following:

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

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

C. The contractor shall submit a completed certified payroll document (U.S. Department of Labor Form WH 347) verifying and confirming the prevailing wage and benefits rates for all employees and subcontractors for each payroll period for work performed on this project. The contractor shall include copies of pay stubs for all employee or contract labor payments related to Wayne State University work. The certified payroll form can be downloaded from the Department of Labor website at http://www.dol.gov/whd/forms/wh347.pdf.

NOTE: Invoices WILL NOT be processed until certified payrolls are received.

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

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

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

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

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

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

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

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

BB. Buy American

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

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

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

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

On August 19, 2015, Wayne State joined hundreds of colleges and universities across the country that have adopted smoke- and tobacco-free policies for indoor and outdoor spaces. Contractors are responsible to ensure that all employees and all subcontractors' employees are in compliance anytime they are on WSU’s main, medical, or extension center campuses. The complete policy can be found at http://wayne.edu/smoke-free/policy/.
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 1, Restricted Services.
- The Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal or State of Michigan department or agency.
- Wayne State University is a constitutionally autonomous public university within Michigan's system of public colleges and universities, and as such, is subject to the State of Michigan Freedom of Information Act 442 of 1976. Any Responses Proposals, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act, and may be released to third parties in compliance with that Act, regardless of notations in the VENDOR's Proposal to the contrary.
- Any contract between the UNIVERSITY and VENDOR resulting from the RFP will be made using the University's Standard Service Provider Agreement. The Agreement will incorporate this RFP and its terms and conditions and Vendor's Response Proposal by reference. Should the Vendor have additional terms to incorporate into the Agreement, they will be incorporated into the Agreement as an Appendix.
- All of the Terms and Conditions of this RFP and Vendor’s Response Proposal become part of any ensuing agreement, regardless of whether the ensuing agreement specifically references the RFP and Vendor's Response Proposal.
- The individual signing below has authority to make these commitments on behalf of Supplier.
- This proposal remains in effect for [120] days.

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

PROPOSAL CERTIFICATION

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of this Proposal states that the Proposal contained herein is complete and is in strict compliance with the requirements of the subject Request for Proposal dated July 11, 2016, 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.

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CONFLICT OF INTEREST

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

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

Company Name: _________________________________________________________

Address: _________________________________________________________

_________________________________________________________

Telephone: (________________) ___________________________________

Fax: (________________) ___________________________________

Email address: _________________________________________________________

Submitted by: _________________________________________________________

Signature _________________________________________________________

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

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

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>General Requirements</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commercial General Liability (CGL)</td>
<td></td>
<td>$1,000,000 combined single limit</td>
</tr>
<tr>
<td>CGL insurance should be written on ISO</td>
<td></td>
<td>$2,000,000 annual aggregate</td>
</tr>
<tr>
<td>form CG 00 01 (or equivalent substitute)</td>
<td></td>
<td>Umbrella Liability per occurrence and in the annual aggregate of $5,000,000.</td>
</tr>
</tbody>
</table>

Contracts valued at $100,000 per year or more

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**

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

**Coverage**

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

**Certificates of Insurance**

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

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

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

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

(Cost Schedule; Compensation and Fees)

See web site:

http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html
## SCHEDULE D - SUMMARY QUESTIONNAIRE

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>ALTERNATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Can your company <strong>commence on or before Week of August 1, 2016 and be completed by August 26, 2016</strong>?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Does your company agree to provide a minimum of 3 <strong>references</strong> to the University <strong>upon request</strong>, with specific contact names and phone numbers?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Did you attend the mandatory <strong>Pre-Proposal meeting on July 15, 2016</strong>?</td>
<td></td>
<td></td>
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<tr>
<td>4. If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, <strong>Schedule A</strong>?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Did your company complete and provide the Summary <strong>Price Schedule C</strong>, and submit it electronically to <a href="mailto:rfp@wayne.edu">rfp@wayne.edu</a>? <strong>(Zip Files and Drop Box submissions are not acceptable)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Does your company agree to enroll in our ACH payment program?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Did your company agree to guarantee to maintain a top priority for the UNIVERSITY?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Please complete the following questions:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total number of employees in your company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total years in business with this company name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Does your company agree to provide financial reports to the University <strong>upon request</strong>?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Are there any conflicts of interest in doing business with the University?</td>
<td><strong>Yes</strong></td>
<td><strong>No</strong></td>
</tr>
<tr>
<td>13. Did your company provide a <strong>“Restricted Services” exhibit</strong>, <strong>EXHIBIT 1</strong>?</td>
<td><strong>Yes</strong></td>
<td><strong>No</strong></td>
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<td>14. Does your company agree to provide a list of <strong>lost accounts</strong> in excess of <strong>$25,000</strong>?</td>
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<td>15. Did your company quote services at <strong>prevailing wage rates</strong> where applicable and clearly indicate such in your proposal?</td>
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<td>16. If awarded an agreement as a result of this RFP, is your company willing to serve as a future credit reference for the University?</td>
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<td>17. Does your company agree to comply with the University Smoke and Tobacco Free Policies?</td>
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18. ADDENDA:
The undersigned affirms that the cost of all work covered by the following Addenda are included in the lump sum price of this proposal.

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<th>Addendum No.</th>
<th>Date</th>
<th>Addendum No.</th>
<th>Date</th>
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</table>

Company Name: _________________________________________________________
Signature  _________________________________________________________
Typed Name  _________________________________________________________

____________________________________    ___________________
(Title)                                                  (Date)
APPENDIX 1

(Wayne State University Campus Map)

See web site:

http://campusmap.wayne.edu/

A detailed list of Cash & Coin operated lots can be viewed at
http://purchasing.wayne.edu/cash_and_credit_card_lots.php
REGISTRATION/INTENT FORM

RFP: Student Center 5th & 7th Floor Renovation / Robert Kuhn

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, July 15, 2016 at 10:00 a.m. and your intent to submit a proposal for the services listed. Please type or print the information requested below, then email to attention of Robert Kuhn at ac6243@wayne.edu by, July 14, 2016, 12:00 noon.

VENDOR Name: ____________________________________________________________

VENDOR Address: ____________________________________________________________

Contact Person: ____________________________________________________________

Telephone: (________)________________________________________________________

Fax: (________)______________________________________________________________

E-mail ________________________________________________________________

YES ________ I will be attending the mandatory Pre-proposal meeting on July 15, 2016

Location: Student Center Building
          5221 Gullen Mall,
          (meet at North Lobby)
          Detroit, MI 48202

Time: 10:00 a.m. (EST)

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

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

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

Robert Kuhn
Sr. Buyer
APPENDIX 3

PREVAILING WAGE RATES

(POSTED SEPARATELY)

See web site:

http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html
APPENDIX 4

DRAWINGS

List of Drawings below:

WSU Student Center Building - 5th and 7th Floor Renovation
N/S Project No. 2015025
WSU Project Number 034-261806 and 034-266828

List of Drawings for AV Package (Bid Package 2 – Audio/Visual)

- A001 Title Sheet
- A205 Fifth Floor Plan
- A207 Seventh Floor Plan
- A305 Fifth Floor Reflected Ceiling Plan
- A307 Seventh Floor Reflected Ceiling Plan
- E3 Fifth Floor Plans – Electrical New Work
- E3 Seventh Floor Plans – New Electrical Work
- AV100 General Info, Division of labor, Sheet Index
- AV101 AV Schematics
- AV102 AV Schematics
- AV200 5th & 7th Floor Plans
- AV400 Details

Note: there are two electrical sheets, both labeled E3, one for each floor

See web site:

http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html
WAYNE STATE UNIVERSITY

SAMPLE AGREEMENT BETWEEN THE UNIVERSITY AND CONTRACTOR
FOR CONSTRUCTION SERVICES
AGREEMENT BETWEEN THE UNIVERSITY AND CONTRACTOR
FOR CONSTRUCTION SERVICES

Executed as of the _____ day of __________, 2020 by and between:

The Board of Governors, Wayne State University
Detroit, Michigan 48202
(The University)

and

CONTRACTOR’S_NAME
CONTRACTOR’S_ADDRESS

regarding

PROJECT_NAME
PROJECT_LOCATION
CONTRACT_NUMBER
In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

Article 1 - Scope of Work

1.1 This Agreement provides for "(Enter a one or two-sentence description of the project)". The documents listed in Article 4 fully define the scope of work.

1.2 The Contractor shall furnish all the labor, materials, equipment, services, and supervision to perform all the work shown on the drawings and specifications listed in Article 18, including any addenda issued during the bid phase, and approved change orders issued during the construction phase.

1.3 The Contractor shall notify the University in writing within five (5) calendar days when the Contractor discovers any condition that will affect the contract amount or the completion date.

Article 2 - Time of Completion

2.1 The work to be performed under this Agreement shall commence upon the Contractor’s receipt of a fully-executed Agreement, and substantial completion shall be achieved by Month_Day_Year.

Article 3 - The Contract Sum

3.1 The University shall pay the Contractor a "lump sum/not-to-exceed (pick one)" amount of $$$$$$$ ("Amount in words 00" /100 dollars) for the performance of all work associated with the Contractor’s Base Bid "and Alternates (List)".

3.2 The University may, at its sole discretion, during the life of the contract, award the following alternates at the amounts indicated: "(If section 3.2 is not used, delete all text and enter Deleted"

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<td>a)</td>
<td>Alternate ☐</td>
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<td>b)</td>
<td>Alternate ☐</td>
</tr>
<tr>
<td>c)</td>
<td>Alternate ☐</td>
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</table>

3.3 In the event additional work becomes necessary, the following unit prices will apply: "(If section 3.3 is not used, delete all text and enter Deleted"

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Unit Price</th>
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<td>1.</td>
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<td>2.</td>
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Article 4 - The Contract Documents

4.1 The Contract Documents shall consist of this Agreement, the drawings and specifications as listed in Article 18, the General Conditions of the Contract for Construction as defined by AIA Document A201 1970 Edition, except as otherwise provided herein, and Wayne State University’s Supplementary General Conditions 1997 Edition.

4.2 For any inconsistencies found among or between these Contract Documents, the language contained in this Agreement shall prevail over all other documents and the Supplementary General Conditions shall prevail over the General Conditions. In the event of a conflict between the Drawings and Specifications, the requirement for the higher quantity and/or higher quality shall prevail.

Article 5 – Examination of Premises

5.1 The Contractor acknowledges that the University provided the opportunity for a thorough examination of the project site and its surroundings and that the Contractor knows of no conditions preventing accomplishment of the full scope of work within the time and for the amount specified in this Agreement.
5.2 The University will deny all claims for additional time and/or cost for conditions that could have been reasonably discovered during such an examination.

**Article 6 - The Architect/Engineer**

6.1 The Architect/Engineer for this project is: "(List the Architect and Engineer separately if appropriate)"

Architect's/Engineer's Firm Name  
Street Number and Street Name  
Suite or PO Box  
City, State, Zip  
Phone No./FAX No.

6.2 The University will appoint a Project Manager who will be the University's point of contact for all matters of contract administration including, but not limited to, interpretation of documents, defining the scope of work, approving work schedules, and approving contract payments.

**Article 7 - Additional Work**

7.1 The University reserves the right to let other Agreements in connection with this work. The Contractor will afford other Contractors or the University's own workforce reasonable opportunity for the delivery and storage of their material and for the performance of their work and shall properly connect and coordinate its work with theirs.

7.2 If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor or the University's own workforce, the Contractor shall inspect and promptly report to the University's Project Manager any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the work of others as fit and proper for reception of the Contractor's work and as a waiver of any claim or defense against the University or other contractor which relies in whole or in part upon the contention that such work was unsuitable for proper execution and resolution.

**II. Article 8 – Dispute Resolution**

8.1 Jurisdiction over all claims, disputes, and other matters in question arising out of or relating to this contract or the breach thereof, shall rest in the Court of Claims of the State of Michigan. No provision of this agreement may be construed as Wayne State University's consent to submit any claim, dispute or other matter in question for dispute resolution pursuant to any arbitration or mediation process, whether or not provisions for dispute resolution are included in a document which has been incorporated by reference into this agreement. Specifically, all references to Arbitration contained in the General Conditions are superseded by this Article.

8.2 In any claim or dispute by the Contractor against the University, which cannot be resolved by negotiation, the Contractor shall submit the dispute in writing for an administrative decision by the University's Vice President for Finance and Administration, within 30 days of the end of negotiations. Any decision of the Vice President shall be made within 45 days of receipt from the Contractor and is final unless it is challenged by the Contractor by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision. The Contractor agrees that appeal to the Vice President is a condition precedent to filing suit in the Michigan Court of Claims.

8.3 For purposes of this section, the "end of negotiations" shall be deemed to have occurred when:

8.3.1 Either party informs the other that pursuant to this section, negotiations are at an impasse; or

8.3.2 The Contractor submits the dispute in writing to the Vice President.
8.4 Unless otherwise agreed by the University in writing, and notwithstanding any other rights or obligations of either of the parties under any Contract Documents or Agreement, the Contractor shall continue with the performance of its services and duties during the pendency of any negotiations or proceedings to resolve any claim or dispute, and the University shall continue to make payments in accordance with the Contract Documents; however, the University shall not be required or obligated to make payments on or against any such claims or disputes during the pendency of any proceeding to resolve such claims or disputes.

Article 9 - Termination for Convenience

9.1 Upon thirty days written notice to the Contractor, the University may, without cause and without prejudice to any other right or remedy of the University, elect to terminate the contract. In such case, the Contractor shall only be paid (without duplication of any items), using a Close out Change Order, for the following:

9.1.1 For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

9.1.2 For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, including fair and reasonable sums for overhead and profit on such expenses.

9.2 The Contractor shall not be paid on account of loss of anticipated profits or revenue, delay or disruption, or other economic loss arising out of or resulting from such termination. For purposes of this section, “fair and reasonable sums for overhead and profit” shall be determined by reference to Michigan law, without reference to principles used for such determinations in arbitration.

Article 10 - Progress Payments

10.1 On or before the 20th day of each month, the Contractor shall submit a written application for payment, using form AIA G702, to the Architect/Engineer and the University’s Project Manager for review. The Architect/Engineer shall have ten (10) calendar days to accept or reject the Contractor’s application for payment. Acceptable applications for payment shall then be submitted to the University for Payment of authorized amount(s) within thirty (30) calendar days of receipt by the University’s Project Manager.

10.2 The application for payment shall contain a full schedule of values organized and sorted by subcontractor, by Construction Specifications Institute standard work categories, or in another format acceptable to the University.

10.3 Monthly progress payments shall show the percentage of work installed as of the date of the application, less amount previously installed and the amount due for the application period. The Contractor shall deduct a 10% retainage from the balance due for each progress payment and indicate the net amount due on each application.

10.4 When 50% of the work associated with this Agreement is installed, the Contractor shall not deduct additional retainage from the balance due from the University. When substantial completion is achieved and acknowledged by the Architect/Engineer, the Contractor and the University in writing, the University shall remit to the Contractor all but 2% of the retainage. The remaining 2% shall be retained by the University until the final payment is authorized and remitted to the Contractor.

Article 11 - Acceptance and Final Payments

11.1 Final payment shall be due thirty (30) days after the completion of the work, including all punch list items, provided the work is fully completed and the Agreement fully performed.
11.2 Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect/Engineer shall promptly inspect the work. When the Architect/Engineer concludes that the work is acceptable and the Agreement to be fully performed, the Architect/Engineer shall promptly issue a final certificate with an original signature, stating that the work provided is complete and acceptable and that the entire remaining balance found to be due the Contractor shall be remitted by the University once the final application for payment is received.

11.3 If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect/Engineer so certifies, the University shall, upon certificate of the Architect/Engineer, and without terminating the Contract, make payments of the balance due for that portion of the work fully completed and accepted. Such payments shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Article 12 - Non-Discrimination

12.1 The Contractor agrees that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, age, national origin, or ancestry. Breach of this covenant may be regarded as material breach of this Agreement.

12.2 The Contractor further agrees that it will, in all subcontracts relating to the performance of the work under this Agreement, provide in its subcontracts that the subcontractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, age, color, religion, national origin or ancestry. Breach of this covenant may also be regarded as a material breach of this Agreement.

Article 13 – Laborers and Mechanics

13.1 All laborers and mechanics must be covered by Worker's Compensation and Employer's Liability Insurance as required by Federal and Michigan law. The Contractor shall also require all of its Subcontractors to maintain this insurance coverage.

13.2 The Contractor acknowledges and shall abide by the University's prohibition on use of 1099 independent contractors and owner / operator business entities. The Contractor shall ensure that all classifications of laborers and construction mechanics performing Work on the Project job site are employees of the Contractor or any Trade Contractor for any tier thereof, and that each worker is covered by workers compensation insurance.

Article 14 - Prevailing Wages

14.1 The Contractor and each subcontractor shall pay to each class of mechanics and laborers not less than the wage and fringe benefit rates prevailing in the Detroit Metropolitan Area, as determined by the Michigan Department of Licensing and Regulatory Affairs, Department of Wage and Hour. The Contractor shall post on site, in a conspicuous place, a copy of all applicable wage and benefit rates, and shall provide the University with a copy of the applicable wage and benefit rates.

14.2 The Contractor and each subcontractor shall keep an accurate record showing the name and occupation of and the actual benefits and wages paid to each laborer and mechanic employed in connection with this contract. The Contractor and each subcontractor shall make certified payroll records available to the University's representatives upon request.

14.3 If a Contractor or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within ten (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:

14.3.1 Withhold all or any portion of payments due the Contractor 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 Agreement and the actual wage and fringe benefits paid.
14.3.2 Terminate part or all of this Agreement or any subagreement and proceed to complete the Agreement or subagreement by separate agreement with another Contractor or otherwise, in which case the Contractor and its sureties shall be liable to the University for any excess costs incurred by the University.

14.4 The Contractor shall include terms identical or substantially similar to this section in any Agreement or subagreement pertaining to the project.

**Article 15 - Save Harmless**

15.1 The Contractor shall indemnify, defend and hold harmless the University, its agents and employees from any and all loss, damage, claims, and causes of action whatsoever, including all costs, expenses and attorneys’ fees arising out of Contractor’s performance of obligations under the terms and conditions of this agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the negligence of the University, its agents other than the Contractor, or its employees.

**Article 16 - Liquidated Damages**

16.1 It is understood and agreed that, if the project is not completed within the time specified in the Agreement plus any extension of time allowed pursuant thereto, the actual damages sustained by the University because of any such delay will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by the University would be the sum of $$$$$$$ ("Amount in words 00" /100 dollars) per day. Therefore, the Contractor shall pay as liquidated damages to the University the sum of $$$$$$$ ("Amount in words 00" /100 dollars) per day for each day’s delay in substantially completing said project beyond the time specified in this Agreement and any extensions of time allowed thereunder.

"ENTER N/A FOR ABOVE AMOUNT IF NO LIQUIDATED DAMAGES"

**Article 17 - Interpretation**

17.1 This Agreement shall be interpreted and construed according to the laws of the State of Michigan.

17.2 If one part of this Agreement is found to be void by legal or legislative action, the remainder of the contract remains in full effect.

**Article 18 - Drawings and Specifications**

18.1 The Technical Specifications and the Project Manual dated SPECIFY DATES, and the following List of Drawings represents the scope of work as defined in the Contract Documents from Article 4.

WSU Student Center Building - 5th and 7th Floor Renovation  
N/S Project No. 2015025  
WSU Project Number 034-261806 and 034-266828

**List of Drawings for AV Package (Bid Package 2 – Audio/ Visual)**

- A001 Title Sheet
- A205 Fifth Floor Plan
- A207 Seventh Floor Plan
- A305 Fifth Floor Reflected Ceiling Plan
- A307 Seventh Floor Reflected Ceiling Plan
- E3 Fifth Floor Plans – Electrical New Work
- E3 Seventh Floor Plans – New Electrical Work
- AV100  General Info, Division of labor, Sheet Index
- AV101  AV Schematics
- AV102  AV Schematics
- AV200  5th & 7th Floor Plans
- AV400  Details

Note: there are two electrical sheets, both labeled E3, one for each floor
IN WITNESS WHEREOF the parties to these presents have hereunto set their hands as of the day and year first written above.

Signed, sealed and delivered
In the presence of:

CONTRACTOR’S NAME GOES HERE:

By
Signature

Please print name here

Date signed

Title

THE BOARD OF GOVERNORS of WAYNE STATE UNIVERSITY

By William R. Decatur, Vice President for Finance and Business Operations

Date signed

Witness

Form Contract Approved by OGC 06/13 - LG
Rev. 5-6.30.2014 formatting only RGP
Rev.6-1-15-2015 date changes only SS
Rev.7-7-1-2015 formatting, signatory only RGP
FORM OF GUARANTEE

PROJECT: Max Jacob House Gutter, Fascia & Soffit Repair

OWNER: BOARD OF GOVERNORS, WAYNE STATE UNIVERSITY

CONTRACTOR: ________________________________

DATE: ________________________________

Know all men by these presents that, in consideration of my (our) having been awarded the Contract or Subcontract for complete furnishing and installation of:

Max Jacob House Gutter, Fascia & Soffit Repair (033-251588)

For: Board of Governors, Wayne State University

In conformity with drawings and specifications prepared by Architect or Engineer, Silveri Architects, and known as the buildings indicated above, I (we) do hereby agree that, should I (we) be notified that the said work has proved faulty, etc., that I (we) will return to the buildings within three (3) working days of the receipt of such notice, and will furnish the necessary labor and material to repair such work to the satisfaction of the Owner and without cost to the Owner.

The Agreement shall remain in full force and effect for a one year period (DATE TBD)

WITNESS:

signed: ________________________________
Subcontractor
by: ________________________________

address: ________________________________
city/state/zip: ________________________________
signed: ________________________________
General Contractor
by: ________________________________

(THE FORM TO BE FILED IN DUPLICATE.)