



**REQUEST FOR PROPOSAL
AND SPECIFICATIONS FOR
DESIGN SERVICES FOR THE
ADVANCED TECHNOLOGY EDUCATION CENTER (A-TEC)
PROJECT WSU 556-195246**

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Wayne State University

**Wayne State University
Purchasing Department**

March 28, 2011



Division of Finance and Facilities
Management

Purchasing Department
Detroit, Michigan 48202
(313) 577-3734

FAX (313) 577-3747

March 28, 2011

ATTN: _____

Dear Vendor:

IMPORTANT – PLEASE NOTE: Effective December 1, 2007, bid notices will be sent only to those Vendors registered to receive them via our Bid Opportunities Listserve service. To register, to http://www.forms.purchasing.wayne.edu/Adv_bid/Building_Design.html, and click on the “Join our Listserve” link at the top of the page. Instructions are at the top of the page, and the Building Design Listserv service is on this page.

NOTE: You must attend the prebid conference in order to be eligible to bid on a particular project. Receipt of minutes or addenda without being at a prebid conference does not qualify your company to bid.

Wayne State University invites you to participate in the Request for Proposal process for Design Services for the Advanced Technology Education Center (A-TEC) to be located at 14601 12 Mile Road and Gloede Street in Warren.

Bid packages will be available for your downloading and printing, from the University’s Website for Building Design, reference address: http://www.forms.purchasing.wayne.edu/Adv_bid/Building_Design.html (There is an underline between the words Building and Design). Bid packages will be available after 12:00 p.m., March 28, 2011.

If you are interested in participating in this process, it is **essential** that you or a representative of your company fill out and **FAX** the registration/intent form. It is **mandatory** that you and/or responsible representatives of your organization attend our pre-bid conference to be held:

April 06, 2011 at 1:00 p.m.
Welcome Center Building, 1st Floor Auditorium (Main Lobby)
Wayne State University
42 West Warren Avenue, Detroit, Michigan

The balance of the Calendar of Events is as follows:

Release of the RFP	March 28, 2011 after 12:00 p.m.
Mandatory Registration	April 05, 2011 by 5:00 p.m. Fax Registration Form to: 313-577-8277
Mandatory Pre-proposal Meeting	April 06, 2011 at 1:00 p.m. at 42 West Warren Avenue, Detroit, Michigan.
Deadline for Questions	April 12, 2011 at 12:00 p.m. to: Paula Reyes, bb2709@wayne.edu Copy to Ken Doherty, ac0578@wayne.edu
Delivery of Proposals (4 Copies)	April 19, 2011 by 12:00 noon in the Purchasing Dept., Academic / Administration Bldg., 5700 Cass Avenue, 4 th Floor – Suite 4200, Detroit, MI 48202
Project Completion	As stated in the final contract

Please confirm your participation and/or attendance at the pre-bid conference by faxing the attached Registration/Intent form to the attention of Ms. Pat Milewski (313) 577-8277 no later than 5:00 p.m. on April 05, 2011, by 5:00 p.m. **Remember, it is essential to return the Registration/Intent form.**

We hope to see you at the mandatory meeting on **April 06, 2011**. Should you have any questions or concerns about this invitation, please contact me at (313) 577-3649. Thank you for your interest in doing business with Wayne State University.

Sincerely,

Paula S Reyes
Purchasing Manager

Attachment

REGISTRATION/INTENT FORM

Request for Proposal for Design Services for the Advanced Technology Education Center (A-TEC) PR

Please use this form to indicate your intent to submit a proposal for the services listed. Please type or print the information requested below, then fax to Wayne State University, **attention Ms. Pat Milewski at (313) 577-8277** by **April 05, 2011 - 5:00 pm.**

Vendor Name: _____

Vendor Address: _____

Contact Person: _____

Telephone: (_____) _____

Fax: (_____) _____

E-mail _____

YES_____ I will be submitting a quotation for the Design Services for the Advanced Technology Education Center (A-TEC). I will download the RFP from the University's Website, reference address: **http://www.forms.purchasing.wayne.edu/Adv_bid/Building_Design.html**. Bid packages will be available after 12:00 p.m., March 28, 2011

Location: Wayne State University
http://www.forms.purchasing.wayne.edu/Adv_bid/Building_Design.html
Fax: 313-577-3747
Detroit, MI 48202

YES_____ I will be attending the meeting for Design Services for the Advanced Technology Education Center (A-TEC) on **April 06, 2011.**

Location: **Wayne State University
Welcome Center Building
1st Floor Auditorium (Main Lobby)
42 West Warren Avenue, Detroit, Michigan
Time: 1:00 p.m.**

NO_____ I will not participate in the Request for Proposal and will not be submitting a response.

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



Division of Finance & Facilities
Management

Purchasing Department
Detroit, Michigan 48202
(313) 577-3734

FAX (313) 577-3747

**Advanced Technology Education Center (A-TEC)
Pre- Proposal Meeting**

**AGENDA
April 06, 2011**

1. Welcome to Wayne State University
Sign in Sheets (Purchasing) Ken Doherty
 2. Project Description Ahmad M. Ezzeddine, Associate Vice President /
Academic Affairs
 3. RFP Details Fran Ahern, Director of Design & Construction Services
 - Level of effort
 - Contract
 - M/WBE participation
 - Fee Proposal Forms
 4. Reiteration of Instructions Ken Doherty
 5. Q/A Ken Doherty
- All future questions to be directed to Purchasing by
noon on **April 12, 2011.** to: Paula Reyes, **bb2709@wayne.edu** copy to Ken
Doherty, **ac0578@wayne.edu**
6. Site Tour

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<u>Appendix 3:</u>	WSU Campus Map
	See web site: http://campusmap.wayne.edu
<u>Appendix 4:</u>	DRAFT WSU Contract for Design Professional Service

I. Instructions to Design Professional:

Wayne State University invites firms to submit proposals for full architectural and engineering planning and design services for the development of the Advanced Technology Education Center (A-TEC) at Wayne State University's newest extension center in Macomb County. This relationship will include an initial study contrasting the feasibility of renovating the existing structure former Farmer Jack grocery store constructed in 1974 at 14601 12 Mile Road and Gloede Street in Warren, Michigan, or constructing a new approximately 40,000 square foot facility on the recently acquired property in Warren.

This Request for Proposal (RFP) defines the requirements and expectations of the project, the expected contract environment, and guidelines for the preparation of proposals for the University's use in selecting a firm for the project. **Enclosed in this fax is the Registration, which is the confirmation of your intent to participate. This form MUST be faxed to (313) 577-8277 Attn: Ms. Pat Milewski, WSU Purchasing Department by April 05, 2011 by 5:00 p.m.** in order for you to be eligible to propose on the project.

Proposals are due before 12:00 p.m., local time, on April 19, 2011. Proposals received after this time will be rejected. **Four (4) copies** of the proposal are to be submitted in a sealed envelope or box at the University's Purchasing Department. 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 Advanced Technology Education Center 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. 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. Proposals shall be addressed to:

Wayne State University
Advanced Technology Education Center (A-TEC)
Project No. 556-195246

Paula Reyes, Purchasing Manager
Academic/Administration Building
Wayne State University (Purchasing Department)
5700 Cass Avenue, 4th Floor - Suite 4200
Detroit, Michigan 48202

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.

All inquiries regarding this Request for Proposal and these two projects shall be made in writing and submitted by e-mail to Paula Reyes at bb2709@wayne.edu and copied to Ken Doherty at ac0578@wayne.edu, per the project schedule. Inquires directed to other University personnel may result in disqualification.

The proposals will be utilized to develop a short-list of qualified firms to provide presentation to the WSU Project Selection Committee. The selection of the successful design team will be based on the proposal and the presentation.

II. Project Scope:

Background:

Wayne State University has been offering courses and programs in Macomb County for more than 30 years. In 1991, WSU was one of the first universities to enter into an agreement with Macomb Community College to offer courses and programs at the Macomb University Center on the College's Center Campus in Clinton Township. Since then, WSU has offered a range of courses, degree and degree completions programs aimed at providing the residents of Macomb County with increased access to baccalaureate and master degree programs in areas such as education, social work, and business among others.

WSU's presence in the southern part of Macomb County, particularly in Warren, is of importance to the University in meeting its objectives of serving the higher education needs of the County. With a focus on computer science, business, and advanced manufacturing, WSU would be serving an important industry segment, and would be able to leverage opportunities with the business community in the area, particularly the GM Tech Center, TACOM, and Ford.

The Advanced Technology Education Center(A-TEC), as the new building will be called will focus on advanced automotive technology, including battery and electric vehicle engineering, systems engineering, computer and information systems, and business programs. In addition to being a site where WSU degree and other educational and training programs are offered, the facility will serve as a research center for automotive battery and hybrid technologies. This will be a theme for the facility and will leverage the current collaboration that WSU has with Macomb Community College in the area of advanced automotive technology. Specifically, the facility will house what we envision will become a National Undergraduate Advanced Energy Storage Laboratory.

Building Description:

The proposed site for the Advanced Technology Education Center (A-TEC) is an approximately 40,000 square foot, one-story building located on the northwest corner of 12 Mile Road and Gloede Street. This building was most recently occupied as a Farmer Jack grocery store constructed in 1974. The building is positioned on a 3.5 acre site that, other than the building footprint, is completely paved, includes approximately 288 parking spaces and a truck loading dock. Proposals shall consider the entire site including the existing parking lot and shall include appropriate site enhancements to result in a facility complimentary to Wayne State University. See the site survey in **Appendix 1**.

The facility whether renovated or new will be a front door to Wayne State University in Macomb. The exterior and interior should represent an environment of higher learning. If the option of renovating the existing facility is selected special attention will need to be given to the façade so that it looks like an institution of higher education. Additionally opportunities to increase the natural lighting into the building will also need to be studied. The interiors will need to reflect the WSU branding and result in a fresh exciting place to learn. The administrative office should be welcoming and easily accessible. The technology of the labs and classrooms should be show cased. Spaces should be designed to support collaboration and flexibility.

If the decision to build a new facility is selected it could be situated anywhere on the site, recognizing the associated costs of demolition of both structure and existing site improvements. Replacement of all or a part of the on-site parking would be a part of this solution, if implemented. Working with the City of Warren Building and Zoning Departments to address the spirit of the codes without actually submitting for plan reviews or permits will also be required.

The architectural program for the A-TEC includes these major components:

- An open entry lobby space.
- Lounge space to accommodate staff, faculty, students, and visitors

- Main office area: with a reception area, private offices for 5 individuals, an open office area for 10 faculty and staff, conference rooms, a workroom and a kitchenette area.
- Highly technologically advanced flexible classrooms addressing the new innovative teaching and learning styles. Approximately ten (10) classrooms ranging in size from 20 to 60 students.
- Seven (7) state of the art computer labs able to accommodate 20 to 40 students.
- One lab for Advanced Energy Storage (at least 3000 square feet) plus storage and related computer classroom.
- Two Labs spaces each holding 20 students. One will support Mechanical Engineering the other will be an Electronics lab.

The facility will accommodate current technology and permit evolution to accommodate future technology. Specifically, all offices, meeting areas, and classrooms must be fully wired for high-speed Internet connectivity and electrical connectivity to support wired and wireless technology.

An environmentally responsible design with an energy efficient solution that supports the requirements for LEED certification for both the renovation and new construction options should be considered. It would be the university's intention to have the project certified desiring to achieving a Certified or Silver level after evaluating the new LEED rating system. All required design, specifications, and submission documentation are part of the services required by this proposal.

III. Design Professional Services and Deliverables:

The goal of this project is to initially study the feasibility of renovating the approximately 40,000 square foot existing facility versus demolishing the structure and constructing a new one. Total project cost must be taken into consideration including; site development, demolition, renovation, new construction, furniture and equipment. Once an approach is agreed upon the goal will be to establish a program, design, prepare construction documents and perform construction administration to complete the project. Cost estimating services will be necessary during the feasibility study and at the end of design development to confirm that the budget can achieve the design. The budget is undefined at this time. Once a budget it is established the design professional will be expected to complete the design within it. Construction Services are expected to be performed by a General Contractor:

Design Professional Services

- A. In general, the basic services to be provided by the Design Professional shall include all typical meetings and correspondence to support the activities, all architectural, mechanical, electrical, structural, civil, landscaping, interior design including finishes, signage, and furniture, building security coordination, and telecommunications. Acoustical, lighting and audiovisual systems design and equipment specifications will be necessary for the entire building but special attention should be given to the classroom and laboratories.

The University's security consultant and controls consultant will be assigned to the selected design professional so that the documents are coordinated but the University will carry the security consultant's and controls consultant's fees as a separate cost not to be included in the design consultant's fee.

A commissioning agent will also be retained by the University, the design consultant and the related sub-consultants will participate to complete this effort.

Documentation to the proper authority for evaluation to support a submission for Leadership in Energy Efficient Design (LEED) certification will be required.

- B. Assist WSU in optimizing the scope of work and provide advice on options regarding the site, scope, materials, methods, systems, schedules, and other conditions affecting development and

construction of the project. Cost estimating services will be necessary during the feasibility study and at the end of design to ensure the budget has been preserved.

- C. The Design Professional will comply with the University's Design Standards and C&IT Standards, current at the time of engaging in this contract for design consideration during this construction documentation process.

The professional team will be required to produce industry standard requirements along with the following deliverables as part of this scope of work:

Design Component:

- Conduct a feasibility study of renovating the existing structure verses replacing it with a new one as defined above.
- Define program goals and objectives by assessing and documenting user needs and identifying new and future directions incorporated into similar use facilities.
- Build a program with comprehensive room inventory requirements (room data sheets).
- Once an approach, either renovate or replace, is established develop up to three building schemes based on a 40,000 square foot building to be presented to the University. Further develop and refine one scheme based on feedback received from the University's appointed project committee.
- Produce narrative outlines of the architectural systems describing materials and finish levels, and narrative outlines of proposed mechanical, electrical, lighting, security and IT systems as needed to confirm the project costs.
- Develop a site plan depicting and documenting all components of the project.
- Prepare a schedule in sufficient detail to define the entire project duration from the commencement of the programming and project meetings through the construction administration.
- Design and support Leadership in Energy Efficient Design (LEED) certification including submitting documentation to the proper authority for evaluation.

Estimating Component:

- During the feasibility stage establish and evaluate the cost verses benefit of renovating the existing facility verses constructing a new one taking into account costs, image, and environmental responsible design.
- Provide a conceptual estimate to reflect the complete project costs in order to assist the University in establishing the budget.
- Confirm the project cost estimate during design and at the completion of construction documentation to ensure the design is within the University's budget.

Construction Documentation Component:

- Document review at 90% completion with WSU Facilities Management and Planning comprised of Design and Construction Services, Plant Operations, and Custodial, the customer who will occupy the building and departments on campus that support the operations and maintenance of a facility such as but not limited to Media Services, Computer and Information Technologies and Public Safety. A thorough review will be conducted. The schedule should reflect adequate time for this activity to occur. The design consultant will need to include fees to incorporate the changes into the documents before bidding occurs.

Bidding and Construction Administration:

- Assist in evaluating the general contractor bids.
- Attend the pre-bid and pre-award meetings.
- Site observation appropriate at stages of construction including sub-consultants as needed in addition to the project meetings.
- Review pay applications
- Assist in evaluating change orders and controlling change.

IV. Project Schedule:

The University proposes the following schedule for the project:

Release of the RFP	March 28, 2011
Mandatory Registration	April 05, 2011 by 5:00 p.m. Fax Registration Form to: 313-577-8277
Mandatory Pre-proposal Meeting	April 06, 2011 at 1:00 p.m. at the Welcome Center Building, 2nd Floor Auditorium, (Main Lobby) located at 42 West Warren Avenue, Detroit, MI
Final day / Deadline for Questions	April 12, 2011 by 12:00 p.m. to: Paula Reyes, bb2709@wayne.edu Copy to Ken Doherty, ac0578@wayne.edu
Delivery of Proposals (10 Copies)	April 19, 2011 by 12:00 noon in the Purchasing Dept., Academic/Administration Bldg., 5700 Cass Avenue, 4 th Floor – Suite 4200, Detroit, MI 48202
Selection	April 25, 2011
Contract Negotiations and Execution	May 16, 2011
Conduct and Complete Project Deliverables	As Stated in Final Contract

No work shall commence until the contract is fully executed and a purchase order has been provided by the University.

V. Proposal Requirements:

All firms responding to this RFP must submit complete responses to the applicable information requested in this section and **clearly note any exceptions to any information contained in the RFP and contract documents**. Proposals are limited to 30 pages total, one sided, and eleven (11) point font. (This is inclusive of all required documents and schedules and any optional material included at the discretion of the respondent, but tab sheets and the cover pages do not count in the overall document count.) Proposals will be evaluated based upon the selection criteria presented in **Section VI**. Proposals must present information in a clear and concise manner, following the format indicated below:

A. Executive Summary:

Provide a one page summary describing your understanding of the project, what unique qualities differentiate your firm from others responding to this Request for Proposal. List all team members by firm name and define their roles for this project. Describe, in summary- fashion, the experience your team has with projects similar to the proposed Advanced Technology Education Center (A-TEC), by indicating the use, quantity and project or construction cost, and schedule performance over the past three years, with an average project cost of \$8M-\$10M).

B. Firm Contact Information and Firm Overview:

1. Clearly identify the name, address, e-mail and fax numbers of the project representative designated to receive all RFP information, addenda or any other official correspondence relating to the project. Provide a profile of the local office presence and capabilities of the local office to support this project.
2. If a joint venture, list similar information for each firm and the rationale for the joint venture, previous similar experience in a joint venture, previous experience with this joint venture

partner, and a summary of the joint venture agreement indicating the roles and responsibilities of each party.

C. **Experience:**

1. Provide detailed information on previous project experience as it may relate to the scope, size and details of this project application. Evidence of previous experience with projects similar in nature and completed within similar environments will be heavily weighted in the selection criteria.
2. Demonstrated expertise and experience in sustainable design practices. Identify experience in utilizing an integrated design approach, life cycle cost analysis, and other practices used by your firm in meeting sustainable design goals. Include firm's experience with LEED and incorporating LEED into existing building improvements.

D. **Team:**

Identify your company's proposed project team. Include the staff qualifications, resumes, roles and responsibilities for all key personnel, indicating what makes them ideal candidates for this project. Identify the team members' experience working together on similar projects. List role and responsibility of each sub-consultant

E. **Approach:**

Describe your team's project approach defining all consultants and their level of involvement, methods of obtaining an understanding of the project and interacting with the customers, and the challenges anticipated in performing the requested services. What distinguishes your team from your competition? What makes your team the best qualified to design these projects for the university?

F. **Schedule:**

Present a detailed schedule for the proposed project. Prepare the schedule in sufficient detail to define the anticipated overall project duration, including design, construction document preparation and the designer's view of the likely construction phase duration.

G. **Minority, Woman and Physically-Challenged Owned Business Enterprises (M/W/DBEs)**

Specify in your proposal whether ownership of your company is a certified M/W/DBE. Discuss your plans to involve M/W/DBE firms in the project. Indicate if M/W/DBE firms will be as a joint venture or a sub-consultant.

H. **Proposed Fee:**

Using the level of effort work plans provided in Schedule C, indicate proposed fees for the phases of this project as defined on the worksheet. Include billing rates for all personnel who will work on this project along with estimated hours for each. List each sub-consultant and include them in the level of effort table required as part of this submission.

Identify a line item for estimated reimbursable expenses that is to be included in the total project cost. Wayne State University has established certain limits on acceptable reimbursables from design and professional service consultants. Without regard to consultant's policies and practices, the University will accept as reimbursable costs only the following:

- Sub-Consultants (subject to WSU prior approval) professional fees and reasonable travel and transportation costs.
- Certain pre-approved long distance transportation and travel expenses for comparative site visits at the request of and on behalf of WSU if deemed necessary. Applicable to design, professional service and sub-consultants.
- Special art work, renderings, perspectives, or models requested and approved by WSU.
- Plan review fees from authorities having jurisdiction.

Reimbursement will be at actual cost, with no markup or multiplier. Respondents should consider these restrictions in formulating their responses to this RFP.

Any cost not identified as an Acceptable Reimbursable is prohibited, subject to the terms and conditions of the Contract. Examples of non-reimbursable costs are:

- Transportation to/from and parking at the University from the Consultant's place of business.
- Vehicle charges, vehicle rentals, (except those related to short term, long distance travel and pre-approved by University as described above) or per diem travel rates, etc.
- Reproduction costs for routine documents during design, design review, owner review, and submittal sets to authorities having jurisdiction. WSU posts documents electronically, either on WSU Purchasing Department's website, or by utilizing *Planwell* from Dunn Blueprint Company, and no longer distributes printed documents for bidding. Designer must submit documents in electronic form as well as submitting one hard copy bid set (drawings and specifications) and one construction documentation set to the Owner.
- Local and long distance telephone; fax services; internet connections, services or use.
- Ordinary shipping, express package services, postage and handling fees.
- Incidental computer work such as word processing; CAD license fees; plotting fees; equipment use charges; etc.

Total ALL expenses and hours for the project. The University will utilize only the 'Total' number presented, and will not be responsible for, or subsequently amend a design contract due to math errors made by the respondent.

Respondent must specify whether the fee covers all services outlined in this RFP and the contract forms. Proposals should list specifically any items excluded from the base services requested in this RFP. Proposals should also list those services that, in the opinion of the respondent, should be made a part of this scope of work, but were not specifically requested by the University. In the latter case, provide a proposed fee(s) for those services, if any.

H. Professional Service Contract:

The University's design professional contract documents are attached as Appendix 4 to this Request for Proposal for review. Firms are required to completely define language amendment requests within their proposals to prevent contract execution delays. Proposals that are silent on this issue will permit the University to understand that no amendments are requested and the contract documents are acceptable as released herein. Steps taken to negotiate amendments that are not in the proposals may result in the University choosing to contract with another candidate partner.

VI. Selection and Evaluation Criteria:

The selection committee will review and consider the following:

- A. The form of the response as identified in these RFP instructions
- B. Accurate and complete responses to all specific requests for information in this RFP.
- C. The quality and comprehensiveness of the approach provided to deliver the project to the University.
- D. The qualifications and experience of the proposed project team (firms and individuals) and a demonstration of their ability to successfully deliver similar type projects.
- E. Responses to interviews of references provided by respondents.
- F. Fees will be considered to determine the best value for the University.
- G. Proposed amendments to or acceptability of the WSU design contract

These criteria are not listed in any particular order. The University reserves the right to request additional information at any time during the selection process.

Expenses for developing and presenting proposals are considered to be marketing expenses, and shall be the responsibility of the Design Professional and shall not be reimbursed by the University. All

supporting documentation submitted with this proposal will become the property of the University and may be subject to Freedom of Information Act disclosure.

Following the evaluation of the proposals, the development of a 'short list' maybe compiled, those respondents may be invited to attend a formal review meeting with selected university representatives to facilitate a final selection of the design firm.

VII. Schedules to be Submitted with Vendor Proposal:

<u>Schedule A1:</u>	Proposal Certification
<u>Schedule A2:</u>	Non-Collusion Affidavit
<u>Schedule A3:</u>	Proposal Certification
<u>Schedule B:</u>	Insurance Requirements
<u>Schedule C:</u>	Level of Effort Table

PROPOSAL CERTIFICATION

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

**RESPONSE TO WAYNE STATE UNIVERSITY
REQUEST FOR PROPOSAL FOR
Advanced Technology Education Center (A-TEC)
Design Services / PR**

DATED: March 28, 2011

AND TO ANY AMENDMENTS, THERETO

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 **March 28, 2011**, except as noted in Exhibit 1, the "Restricted Services/Exceptions to RFP" section of the Vendor's Proposal. If there are no modifications, deviations or exceptions, state same as a part of the Proposal Certification Statement:

☐ NONE. ☐ If there are, state YES

This Proposal will remain in effect for a period of 120 days.

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: _____

ATTN: _____

PHONE: _____ FAX: _____

Tax Payer
Identification _____

Submitted by: _____

Signature _____

Typed Name _____

(Title)

(Date)

**RFP – Advanced Technology Education Center (A-TEC)
NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "VENDOR"), being duly sworn, on his or her oath, 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 is to pay 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.

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 2011.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

Schedule A.3
VENDOR Acknowledgements (Revised 9-2008)
RFP – Advanced Technology Education Center (A-TEC)

By virtue of submittal of a Proposal, VENDOR acknowledges:

- That all of the requirements in the Scope of Work of this RFP have been read and understood.
- That the University's General Requirements and Guidelines have been read, understood and accepted.
- That 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.
- That Supplier is not delinquent on the repayment of any Federal or State of Michigan debt.
- That 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.
- Any responses, 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.
- That all of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement.
- The individual signing below has authority to make these commitments on behalf of Supplier.

Supplier, through the signature below of its agent, hereby offers to provide the requested products/services at the prices identified, and under the terms and conditions stated and incorporated into this RFP. This offer remains open for **[120]** days.

DATE: _____

Company Name: _____

Address: _____

ATTN: _____

Telephone No. _____

Tax Payer I.D. _____

Submitted by: _____

Signature _____

Typed Name _____
(Title) (Date)

The Internal Revenue Code requires recipients of payments which must be reported on Form 1099 to provide their taxpayer identification number (TIN).
T.I.N. (Taxpayer Identification Number, Federal Identification Number, or Social Security Number)

NOTE: If the address to submit purchase orders, remit payment or send additional request for proposals is different from the above address, please indicate those addresses on a separate sheet and include with your response.

Schedule B - INSURANCE REQUIREMENTS

_____, 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. Comprehensive General Liability	Bodily Injury	\$ 500,000 each person \$1,000,000 aggregate
	Property Damage	\$ 500,000 each occurrence \$1,000,000 aggregate or \$2,000,000 Combined Single Limit (CSL)
2. Comprehensive Automobile Liability (including hired and non-owned vehicles)	Bodily Injury	\$ 500,000 each person \$1,000,000 each accident
	Property Damage	\$ 500,000 each accident or \$2,000,000 Combined Single Limit (CSL)
3. Workers' Compensation (Employers' Liability)	Statutory-Michigan	\$ 100,000

Maximum Acceptable Deductibles

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

Coverages

1. All liability policies must be written on an occurrence form of coverage.
2. Comprehensive general liability 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, Wayne State University, shall be named as an additional insured, but only with respect to accidents arising out of said contract.

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's 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

Schedule C.1
(Level of Effort Table)
(download separately)

APPENDICES

- Appendix 1: Project Site Survey
- Appendix 2: Aerial and Building Photos
- Appendix 3: WSU Campus Map (available on line)
- Appendix 4: WSU Contract for Design Professional Service

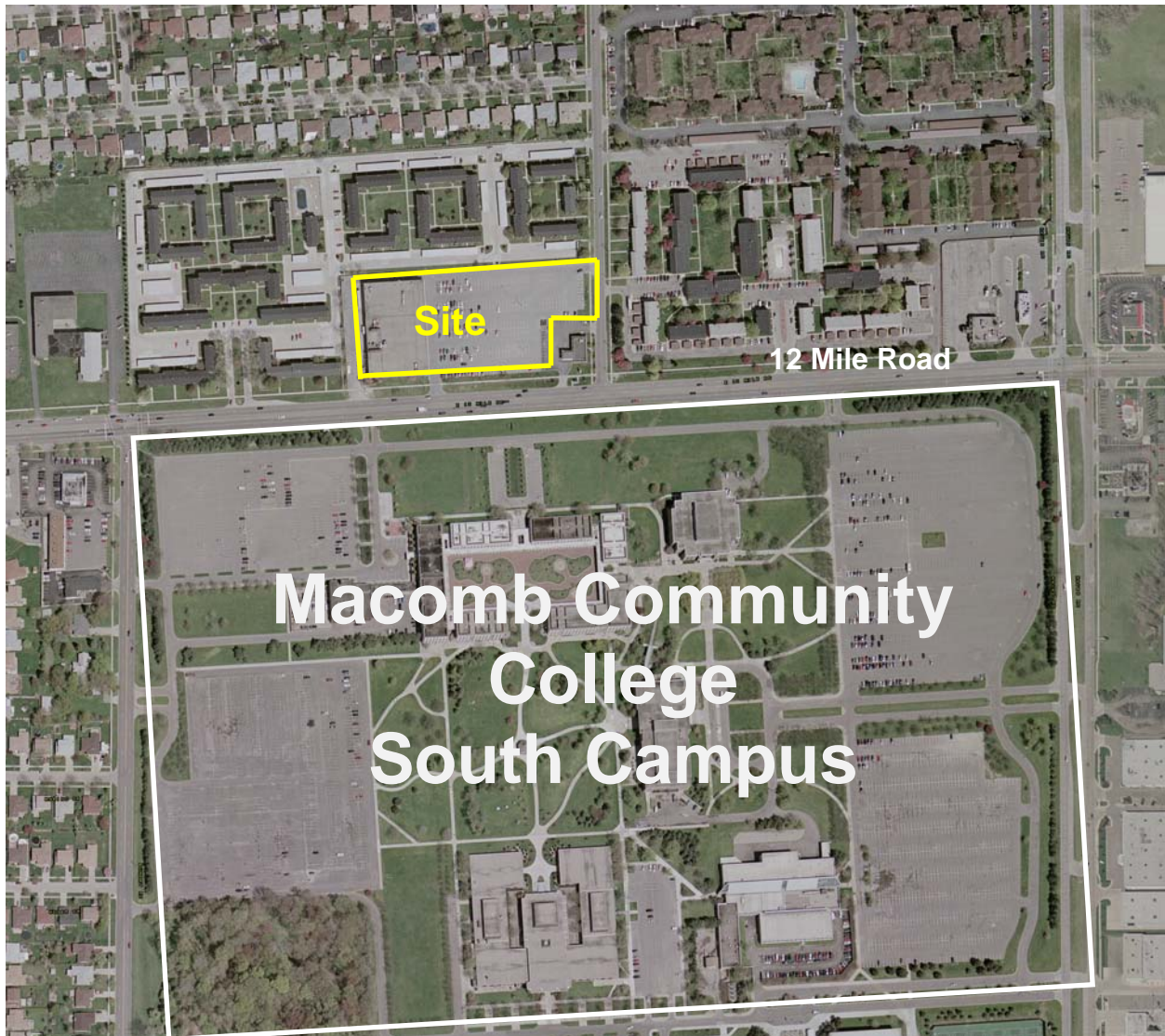
APPENDIX 1

Project Site Survey

(To be downloaded separately)

APPENDIX 2

Aerial and Building Photos



14601 E. 12 Mile Road, Warren, MI 48093 (in yellow)





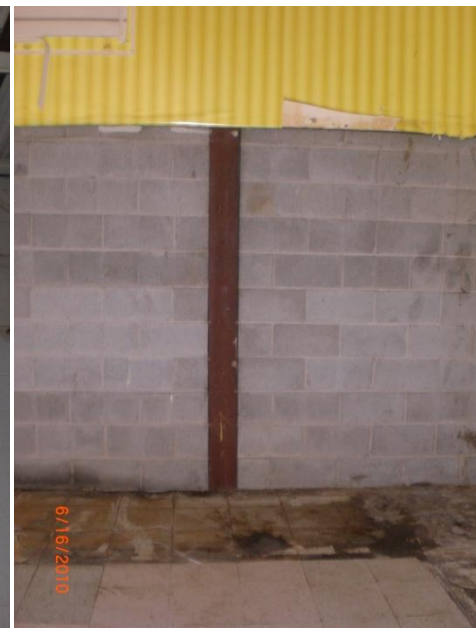
WSU Advanced Technology Education Center – PHOTOS OF SITE AND EXISTING BUILDING



WSU Advanced Technology Education Center – PHOTOS OF SITE AND EXISTING BUILDING



WSU Advanced Technology Education Center – PHOTOS OF SITE AND EXISTING BUILDING



WSU Advanced Technology Education Center – PHOTOS OF SITE AND EXISTING BUILDING



WSU Advanced Technology Education Center – PHOTOS OF SITE AND EXISTING BUILDING

APPENDIX 3

WSU Campus Map

See web site:

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

APPENDIX 4

Contract for Design Professional Services Professional Services

Contract Template

WAYNE STATE UNIVERSITY

CONTRACT FOR PROFESSIONAL SERVICES

Executed as of the _____ day of _____, 2009, by and between:

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

and

Name_of_Consultant
Address_of_Consultant

regarding

Advanced Technology Education Center (A-TEC)
WSU Project Number 556-195246

Whereas, WSU desires to retain the Consultant to perform professional services on the terms hereinafter set forth, and the Consultant desires to perform said services for the University; and

Whereas, in choosing to retain the Consultant under this agreement, WSU is materially relying upon the reputation of the Consultant and upon the Consultant's representations to WSU that it is fully qualified to perform the services hereunder;

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Article 1: Scope of Engagement

- 1.1 The Consultant shall provide professional services for (enter_description) in accordance with this agreement, including the proposal dated (enter_date) attached here to as Exhibit A and made a part hereof. In the case of conflicts between the contract and the Consultant's proposal, the

language of this contract shall prevail.

- 1.2 The Consultant shall provide, furnish and perform all necessary labor and services and furnish all necessary supplies, materials and equipment required to complete the work.
- 1.3 The Consultant shall perform all design work in accordance with the Wayne State University Construction Design Standards in effect as of the date of the execution of this contract. Deviations from the Construction Design Standards not authorized by the University in writing will be considered design errors.

Article 2: Term

- 2.1 The Consultant shall commence the work upon receipt of a fully executed Agreement, and shall complete the same in accordance with the time schedule set forth in Exhibit A, and shall complete all services pursuant to this agreement not later than (enter_completion_date).

Article 3: Compensation and Method of Payment

- 3.1 The University shall pay the Consultant for its services under this agreement a lump sum amount of \$\$\$\$\$\$ ("Amount in words 00"/100 dollars) and an amount for reimbursables not-to-exceed \$\$\$\$\$\$ ("Amount in words 00"/100 dollars) without prior approval of the University.
- 3.2 The Consultant shall submit an invoice to the University on a monthly basis. These invoices shall be in form and detail as required by WSU, but shall at a minimum include the name, position, hours worked, and hourly rate of pay for each person included in the invoice cost. Materials shall be listed by category with supporting documentation as necessary to establish the cost of a nonscheduled item, or the units used in the unit cost of a scheduled item. The Consultant shall maintain, at the office preparing the invoice, sufficient records to fully support each invoice. Such records shall be available for inspection during normal working hours by WSU or its designee.
- 3.3 Within forty-five (45) days of receipt of an invoice, WSU shall pay the full amount of the invoice. Should any part of the invoice be in dispute, WSU shall be entitled to withhold payment of that portion of the invoice until the disputed item is resolved. Any such dispute shall be considered a priority issue for both the Consultant and WSU and every effort shall be used to resolve the dispute expeditiously.

Article 4: Standard of Performance

- 4.1 The services performed by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by Consultants currently practicing under similar circumstances in the State of Michigan.
- 4.2 The Consultant shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, regulations, and codes in effect as of the date of the execution of this agreement.
- 4.3 The Consultant shall maintain any and all necessary governmental licenses, certificates, approvals, and permits which are required of the Consultant for the performance of its duties under this Agreement, and all such required licenses, certificates, approvals, and permits are to be maintained in full force and effect throughout the term of this Agreement.
- 4.4 In the event that there is a failure to comply with the standard of performance, as set forth in this Section, upon notice to the Consultant and by mutual agreement between the parties, the Consultant will promptly correct to the satisfaction of WSU those services which are not in compliance with the standard of performance without additional compensation. This will in no way waive any additional remedies WSU might have under Michigan law.

Article 5: Ownership of Documents

- 5.1 All drawings and specifications prepared and furnished by the Consultant shall become the property of WSU upon approval in writing by WSU, or upon the prior termination of the Consultant's services hereunder, and the Consultant shall have no claim for further employment or additional compensation as a result of exercise by WSU and its full rights of ownership of these documents and materials. It is understood and acknowledged that all drawings and specifications prepared and furnished by the Consultant pursuant to this contract shall be used only for the current project and any future work pertaining to this project at the project site, including but not limited to repair work, renovation, or alteration.

Article 6: Confidentiality

- 6.1 The term "Confidential Information" as used herein means all information and data whether of a technical, engineering, operating or economic nature, supplied to or obtained by the Consultant during the course of this Agreement, whether in writing, in the form of drawings, orally, or by observation.
- 6.2 The Consultant acknowledges and agrees that any information disclosed to it, its employees, agents or other representatives pursuant to this Agreement which is Confidential Information is and shall remain solely the property of WSU and shall be maintained in confidence and not revealed to others and shall be used only for the purposes contemplated by this Agreement.
- 6.3 The obligations of confidentiality stated in this Agreement with respect to confidential information shall survive the termination of this Agreement for any reason whatsoever and shall continue in full force and effect until the earliest of the following should occur: (a) such confidential information has become available to the general public through no fault of the Consultant, or (b) such confidential information is received by the Consultant from third parties who are in lawful possession of such and who by such disclosures are not breaching any obligation owing to WSU, or (c) such confidential information has been revealed under legal compulsion from any governmental/regulatory agency having jurisdiction to request such information; provided, however, that the Consultant will notify WSU that confidential information is being disclosed to the governmental/regulatory agency involved.
- 6.4 The Consultant further agrees to reveal confidential information, only to such of its employees, agents or other representatives as are obligated to maintain and protect the confidentiality thereof in accordance with this Agreement. The Consultant assumes the responsibility that its employees, agents and other representatives will preserve the secrecy of such confidential information with respect to third parties.

Article 7: Safety and Security

- 7.1 The Consultant shall direct all of its subcontractors, employees, and agents performing services in connection with this Agreement to fully comply with all rules, regulations and other requirements imposed by both WSU and any contractor having jurisdiction over construction work performed. To the extent that laws and other governmental regulations pertain to the Consultant concerning the safety of the Consultant's subcontractors, employees and agents, the consultant shall comply with such laws and governmental regulations.

Article 8: Save Harmless

- 8.1 The Consultant agrees to be responsible for any loss due to damage to property or injury, damage or death to persons resulting from the negligent acts, errors, or omissions of the Consultant in the performance of the services of this Agreement or breach of any provisions in this Agreement, and further agrees to protect and defend WSU against all such claims or demands of every kind, therefrom, and to hold WSU harmless. Such responsibility shall not be construed as liability for damage caused by or resulting from the negligence of WSU, its agents other than the Consultant,

or its employees.

Article 9: Insurance

- 9.1 The Consultant, at its cost, shall obtain and maintain the following insurance with respect to its performance under this Agreement:
- 9.1.1 Comprehensive General Liability Insurance, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.
 - 9.1.2 Comprehensive Automobile Liability Insurance (Owned, Hired, and Non-Owned Vehicles), in an amount of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and Five Hundred Thousand Dollars (\$500,000) per occurrence for property damage.
 - 9.1.3 Professional Liability Insurance (Errors and Omissions) in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate. Such insurance shall include coverage or amendatory endorsements for bodily injury, death or property damage arising out of the discharge, disposal or escape, whether or not sudden or accidental, of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any water course or body of water.
 - 9.1.4 Worker's Compensation Insurance adequate to meet statutory requirements of all jurisdictions having authority over such claims.
- 9.2 Such insurance shall cover the Consultant and those for whom it may be responsible; shall name WSU as additional insured under the foregoing Comprehensive General Liability and Comprehensive Automobile Liability insurance policies; shall cover claims and losses occurring during or at any time after the term of this Agreement and shall otherwise be to the reasonable satisfaction of WSU. Such liability coverage, where applicable, shall be primary to any insurance maintained by WSU. The Consultant shall provide WSU with documentation sufficient to evidence such insurance coverage, and shall require its insurers to immediately notify WSU in writing of any proposed change or cancellation of such insurance or if the amount of the aggregate available for claims by WSU falls below the amounts set forth above.

Article 10: Audits and Records

- 10.1 WSU shall have the right to audit the moneys expended or obligations incurred by the Consultant, including all books, records, and all other documents related to services performed under this Agreement. Such information shall be available and open to review, inspection and audit by WSU's personnel and by WSU's designated certified public accountant, at the place or places where such record, books and other documents are kept at all reasonable times until the completion of this project or for a minimum of thirty-six (36) months from the date of the Consultant's invoice covering such costs. The Consultant shall provide in all of its contracts, agreements, retainers, or subcontractors a written statement indicating that WSU shall have the right to audit all source documentation of subcontractor's compensation.

Article 11: Termination

- 11.1 WSU reserves the right to terminate the project at any time. Upon termination, WSU shall reimburse the Consultant for all actual expenses and charges outstanding at the time of termination. In addition, WSU shall pay the Consultant cancellation charges applying to materials and/or equipment on order and/or on rental at the time of termination which cannot be canceled.
- 11.2 The Consultant shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Article 12: Notices

- 12.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when hand-delivered or deposited in the U.S. mail, certified or registered, return receipt requested, in a postage prepaid envelope addressed to the Consultant's or WSU's respective addresses. Either party may designate a different address for notices by giving written notice to the other.

Article 13: Nonassignment

- 13.1 WSU has entered into this Agreement in order to receive the professional services of the Consultant. The Consultant will not make any assignment, by operation of law or otherwise, of all or any portion of the services required under this Agreement without first obtaining the written consent of WSU. The rights and obligations of WSU hereunder shall inure to the benefit of, and shall be binding upon, the successors and assigns of WSU.

Article 14 – Dispute Resolution

- 14.1 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.
- 14.2 In any claim or dispute by the Consultant against the University, which cannot be resolved by negotiation, the Consultant 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 Consultant and is final unless it is challenged by the Consultant by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision. The Consultant agrees that appeal to the Vice President is a condition precedent to filing suit in the Michigan Court of Claims.
- 14.3 For purposes of this section, the "end of negotiations" shall be deemed to have occurred when:
- 14.3.1 Either party informs the other that pursuant to this section, negotiations are at an impasse; or
 - 14.3.2 The Consultant submits the dispute in writing to the Vice President.
- 14.4 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 Consultant 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 15: Miscellaneous

- 15.1 The terms and provisions of Article 4, entitled "Standard of Performance", Article 5, entitled "Ownership of Documents", Article 6, entitled "Confidentiality", Article 8, entitled "Save Harmless", Article 9, entitled "Insurance", and Article 10, entitled "Audits and Records", shall survive the termination of this Agreement, howsoever brought about.

- 15.2 All written communications from the Consultant shall be addressed to WSU. The Consultant shall only take instructions from the person or persons who from time to time are authorized in writing by WSU to give the same.
- 15.3 The work shall be performed by the Consultant in such a manner and at such a time so as not to interfere with or interrupt the operations of WSU.
- 15.4 This Agreement shall be subject to and governed by the laws of the State of Michigan. The Consultant shall exercise usual and customary professional care in its efforts to comply with all applicable local, county, state, and federal codes, rules, regulations, and orders, in effect as of the date of the execution of this Agreement.
- 15.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.
- 15.6 This Agreement may not be modified except by written amendment executed by the parties hereto.
- 15.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
- 15.8 This Agreement supersedes all previous agreements between WSU and the Consultant concerning this work.
- 15.9 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute and be one and the same Agreement.
- 15.10 In the performance of the services under this Agreement, the Consultant shall be an independent contractor, maintaining complete control of Consultant's personnel, subcontractors, and operations. As such, the Consultant shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes, and any similar taxes relating to the performance of this Agreement. The Consultant, its employees and agents, shall in no way be regarded nor shall they act as agents or employees of WSU.
- 15.11 The Consultant covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or physical handicap, unless pursuant to a bonafide occupational qualification. Breach of this covenant may be considered a material breach of the contract. By acceptance of this order, the Consultant certifies that it will comply with all applicable provisions of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations at 41 CFR Chapter 60.
- 15.12 In the event that any term or provision of this Agreement conflicts with any other provision of the attached proposal, this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

CONSULTANTS_NAME

WAYNE STATE UNIVERSITY

By: _____

by: _____

Signature

signature

Name: _____

Name: Richard J Nork

Print or type name here
Title: _____

Title: Vice President for Finance and
Business Operations

Date: _____

Date: _____

FORM CONTRACT APPROVED BY OGC 11/25/98
"REV7/14/05RGP ileReferencegoes here"

Sample