



Division of Finance and Business Operations

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

March 2, 2017

Regarding: Request for Quotation (RFQ) Harwell AV Equipment 2017

Dear Vendors:

Wayne State University invites you to submit your Best Educational Pricing on the purchase of a **Video Display Wall, Installation, and Integration Services** for the University's **Athletics Department and Ernie Harwell Memorial Building**, per the specifications and requirements contained in this Request for Quotation, entitled: **Video Display Wall for the Ernie Harwell Memorial Building**. Instructions to Bidders are as follows:

- Responses are to be on this request for quotation form only. Additional documents may be submitted: However, This form must be completed in full.
- Bidders that are unable to supply a specific item are encouraged to write "NO BID" on that line.
- Substitutions are not allowed!
- Alternatives allowed for discontinued makes/models, see Cost Schedule C for Alternate Columns.
- Bidders are to note expected time of delivery for each line if the order is to ship as a partial.
- All prices will be considered FOB Destination unless otherwise indicated. If prices are Shipping Point please indicate total transportation charges.
- **This order will be awarded as a total package and not on a line item basis.**
- **A complete "turn key" installation must be complete for the Grand Opening, which will be held on April 3rd. Complete installation and testing must be done by March 31, 2017/**
- Late Bids will not be accepted

Bidding documents may be obtained by vendors from the University Purchasing Web Site at http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_bid.html beginning **March 2, 2017**. When visiting the Web Site, click on the "**Technology**" link in green. If you are interested in participating in this process, you must submit your Quotation to Procurement & Strategic Sourcing by e-mail no later than **March 8, 2017** as follows:

Wayne State University
Academic/Administration Building (AAB)
5700 Cass Avenue
Procurement & Strategic Sourcing, suite 4200
Detroit, MI 48202
e-mail: RFP@Wayne.edu

YES _____ I would like to participate in the pre-bid meeting via Conference Call, reference log-in conference number: 712 770-4010, Access 670826

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

Enclosed are our requirements and bid sheet for the purchase of **Video Display Wall for the Harwell Memorial Building**.

You must bid using the format shown in Schedule A. Vendors Quotation should include the following:

- Price Summary, signed by authorized agent of Vendors Company/Firm – please see **Schedule A**
- Vendor Profile (including at least 3 references)
- Exceptions/Restrictions (if any)

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**. Cost Schedule to be in Microsoft Excel Format only.



We look forward to receiving your quotation on or before **March 8, 2017**. Should you have any questions or concerns about this invitation, please contact me **at (313) 577-3712 or by e-mail at ac6243@wayne.edu and copy Valerie Kreher at ab4889@wayne.edu**. Thank you for your interest in doing business with Wayne State University.

Sincerely,

Robert Kuhn, Sr. Buyer

Cc: Valerie Kreher, Theresa Arist, Robert Fournier, Ken Doherty, Cameron Weidenthaler



Information for Vendors

The Calendar of Events is as follows:

<u>Activity</u>	<u>Responsibility</u>	<u>Date</u>
Formal Release of RFQ	Purchasing (PD)	March 2, 2017
<u>Prebid Meeting via Teleconference</u> <u>Optional</u>	<u>VENDORS</u>	March 6, 2017, 2:00 pm
<u>Questions due to Procurement & Strategic Sourcing</u> <u>Delivery of Quotations by e-mail to: RFP@wayne.edu</u>	<u>VENDORS</u>	March 7, 2017 <u>no later than 4:00 pm</u> <u>March 8, 2017</u> <u>by 4:00 p. m.</u>
<u>Announcement of Selected VENDOR</u>	<u>PD</u>	<u>Week of March 13, 2017</u>
<u>Readiness for Service/Contract Commencement</u>	<u>VENDORS</u>	<u>Week of March 13, 2017</u>
<u>Delivery, Testing, and Acceptance</u>	<u>VENDORS/ET</u>	March 31, 2017

The University will make every effort to adhere to the above schedule. It is subject however, to time extensions. This would be in the event that further clarification of responses or terms of contract are in the best interest of the University and in the event the University requires more time to assure that the selection of the Vendor is in accordance with its policies, rules and regulations as well as actual timing needs.

Wayne State University (hereafter referred to as UNIVERSITY) is a national research university with an urban teaching and service mission. It is a constitutionally autonomous public university with 13 schools and colleges, has an enrollment of approximately 31,000 students, and has an alumni roster of over 235,000. It is rated among the top 4 percent of all colleges and universities nationwide as classified by the Carnegie Commission.

The University's Athletic Department is responsible for the Harwell Memorial Building. This building is currently under design/construction. Drawings have been posted on the University's website at www.procurement.wayne.edu / click on bid opportunities. **The Grand Opening Celebration will be held on April 3rd; therefore, all delivery/installation/programming/testing/acceptance must be complete by March 31, 2017.**

Expenses for developing and presenting quotes shall be the entire responsibility of the Vendor and shall not be chargeable to the University. All supporting documentation and manuals submitted with this quotation will become the property of the University unless otherwise requested by the Vendor, in writing, at the time of submission, and agreed to, in writing, by the University.

Upon request, **VENDOR must agree to provide a minimum of three (3) qualified references, upon request.** 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 may result in disqualification of your bid

Vendor selected shall have an excellent track record for providing services for the size and scope of our project as outlined and shall provide WAYNE STATE UNIVERSITY with a top priority commitment. Quotations are to remain in effect a minimum of 120 days from the date of submission. A statement to this effect should be contained in the VENDOR'S cover letter.



Quotation Evaluation

1. Quotations will be evaluated and award will be based on the VENDOR'S ability to offer the best value (technical quality, past performance and price), and on anticipated quality of service for the following principal elements:
 - Ability to meet all mandatory requirements and specifications of this RFP;
 - Cost of Services; Compensation and Fees; (Schedule A);
 - Financial Strength of the VENDOR;
 - Quotation 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 quotations will be evaluated by an evaluation team consisting of members of the UNIVERSITY'S Purchasing and **Athletics Department**. A preliminary screening will be used to identify competitive VENDORS who have met the mandatory requirements. Procurement & Strategic Sourcing may subsequently request selected VENDORS to make a presentation at a set time and date, to clarify information provided in the quotations. 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 quotation negotiations.

2. To qualify for evaluation, a VENDOR'S quotation must be responsive, must have been submitted on time and must materially satisfy all **mandatory requirements** identified throughout the RFP. To be considered responsive, a quotation must be reasonable and substantially conform in the judgment of the UNIVERSITY to all of the specified requirements in the RFP. **Any deviation from requirements indicated herein must be stated in the quotation specifically under the category "Restricted Services", and clearly identified as Exhibit 1.** Otherwise it will be considered that quotations are in strict compliance with all requirements, and any successful VENDOR will be held responsible therefor.
3. If there are portions of any quotation the UNIVERSITY finds unacceptable or otherwise in need of clarification or revision, the UNIVERSITY reserves the right to negotiate with any or all VENDORS. Should the outcome of evaluations result in a recommendation, any resultant contract shall be subject to the approval of the UNIVERSITY'S General Counsel and be approved and signed by the appropriate UNIVERSITY representative.

The UNIVERSITY reserves the rights to accept, reject, modify, and/or negotiate any and all quotations received in conjunction with the Request for Quotation. It reserves the right to waive any defect or informality in the Quotations on the basis of what it considers to be in its best interests. Any quotation which the UNIVERSITY determines to be incomplete, conditional, obscure, or has irregularities of any kind, may be rejected.

This Request for Quotation (RFQ) 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.

Vendors must refrain from giving any reference to this program, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from the University.



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

IV. GENERAL REQUIREMENTS AND GUIDELINES

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

The 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 Action 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.epls.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: AV Equipment PRB 2016
5700 Cass Avenue, Suite 4200, AAB
Detroit, MI 48202

K. Joint or Partnering Bids/Proposals



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

L. Non-Assignment

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

M. Price Schedules

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

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

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

N. Pricing Variances

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

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

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

P. VENDOR Payment/Billing Terms

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

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

Q. Entire Agreement

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

R. Severability

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

S. Modification of Service

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

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

T. Publicity

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

U. Independent Contractor

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

V. Confidentiality

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

W. Credit References

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

X. Insurance Requirements (10-5-2009)



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

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

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

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

1. Reporting

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

Kenneth Doherty, Assistant Vice President
Procurement & Strategic Sourcing
Wayne State University
RFP: AV Equipment PRB 2016
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 any) shall be not less than the wage and fringe benefit rates prevailing in Wayne County, Michigan, as determined by the United States Secretary of Labor. Individually contracted labor commonly referred to as "1099 Workers" are not acceptable for work related to this project.

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

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

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

Michigan Department of Consumer & Industry Services,
Bureau of Safety and Regulation, Wage and Hour Division,
7150 Harris Drive,
P.O. Box 30476,
Lansing, Michigan 48909-7976
http://www.michigan.gov/dleg/0,1607,7-154-27673_27706-39650--,00.html

Wayne State University's Prevailing Wage Requirements:

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

- 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.
- The contractor shall obtain and keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each laborer and mechanic employed in connection with this contract.
- The contractor shall submit a completed certified payroll document [U.S. Department of Labor Form WH 347] verifying and confirming the 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>

Appendix 1: Prevailing Wage Rate Schedule

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



SCOPE OF WORK AND TECHNICAL REQUIREMENTS

1. Provide and install five flat panel displays, including wall mounts
 - a. Two displays (55") with digital signage Media Player capabilities.
 - i. Each of these two displays display will have the ability to select one of four programs for playback plus have auxiliary sound systems.
 - ii. These two displays will require connection to the university network.
 - b. Two other displays (55") will rotate still images with no audio and can be run on either USB or digital signage similar to the two displays above.
 - c. The fifth display (80") will be used to play live TV (baseball games) and will be able to play four channels at once.
2. Each display will require AC power
3. Two iPad Pro (12.9") displays
 - a. Two of these displays will be housed in what we are calling the "pinwheel" and will need to be able to be programmed with various content that visitors can play upon touching
4. Create program to coordinate rotation of specific light boxes to illuminate
5. Create programs on two flat panel displays and two iPads that provides various content, including audio

Equipment & Materials Required

- Four (4) TV Displays (55")
- One (1) TV Display (80")
- Two (2) iPad Pros (12.9")
- Appropriate cabling, connections and control systems

B. 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.

- C. 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.
- D. Final electronic as built documents will be provided in accordance with the University standards.



Contractor shall provide all documents prior to final payment.

E. 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.

F. 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 http://www.forms.purchasing.wayne.edu/RFPs/FPM_Construct_Standard_Terms.doc

H. 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.

I. 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.

J. BOND CLARIFICATION

For bids below \$50,000.00,

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

K. LIQUIDATED DAMAGES

It is understood and agreed that, if project is not completed within the time specified in the contract plus any extension of time allowed pursuant thereto, the actual damages sustained by the Owner 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 Owner would be the sum of \$250.00, (Two Hundred and Fifty Dollars) per day, and therefore the contractor shall pay as liquidated damages to the Owner the sum of \$250.00, (Two Hundred and Fifty Dollars) per day for each day's delay in substantially completing said project beyond the time specified in the Contract and any extensions of time allowed thereunder

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

1. Compliance with WSU Standards for Communications Infrastructure

All applicable work, products, materials and methods shall comply with the latest version of the "WSU Standards for Communications Infrastructure" except as where noted. This document is available at the following website/URL:

<https://computing.wayne.edu/docs/wsu-communications-standards.pdf>

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 \$7.50 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.



You must **email your responses to my attention at RFP@Wayne.edu**. Remember, your bids must be in the format provided and be received in the Procurement & Strategic Sourcing by **March 8, 2017 by 4:00 p.m.** No late bids allowed. Please submit your bids in the format provided on the quote sheet. Include any supplemental information that will illustrate the features of the vehicles proposed.

If you have any questions regarding this bid, please contact **Robert Kuhn, Sr. Buyer at 313 577 – 3712 / ac6243@wayne.edu** and copy **Valerie Kreher, Sr. Buyer, at 313 577- 3720**.

Sincerely,

Robert Kuhn, Sr. Buyer

Attachment: Insurance Requirements –

Cost Schedule A

Insurance Requirements Schedule B

Appendix 1: Prevailing Wage Rate Schedule



Schedule A

(Cost Schedule; Compensation and Fees)

See web site:

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

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:

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

Maximum Acceptable Deductibles

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

Coverage

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

Certificates of Insurance

1. Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required coverage must be forwarded to the Office of Risk Management to be verified and authenticated with the agent and/or insurance company.
2. Certificates shall contain a statement from the insurer that, for this contract, the care, 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.

