|  |  |  |
| --- | --- | --- |
| wsu-primary-horz-color-600-10-2017-small  **Division of Finance and Business Operations** |  | **Procurement & Strategic Sourcing**  **5700 Cass Avenue, Suite 4200**  **Detroit, Michigan 48202**  **(313) 577-3734**  **FAX (313) 577-3747** |

**August 24, 2022**

Dear Vendors:

Wayne State University invites you to submit your Best Educational Pricing on the purchase of **Software** for the University’s **Computing & Information Technology** per the specifications and requirements contained in this Request for Quotation, entitled: **One Identity Manager Software Maintenance**. 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 unless otherwise indicated in these documents.
* 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 Free on Board (FOB) Destination unless otherwise indicated. If prices are FOB Shipping Point please indicate total transportation charges.
* This order will be awarded as a total package and not on a line-item basis.
* Your quote must be received in the WSU Purchasing Office no later than **4:00 PM** ***(Detroit / EST)*** on **September 6, 2022**. **No Late Bids will be accepted**

Bidding documents may be obtained from the University Purchasing Website at [**http://go.wayne.edu/bids**](http://go.wayne.edu/bids) beginning **August 24, 2022**. When visiting the Website, click on the "**Technology**" link in green.

Proposals with supporting documentation shall be submitted by electronic submission. The link for bid submission will be posted with the bid details at [**http://go.wayne.edu/bids**](http://go.wayne.edu/bids) beginning **August 24, 2022.**

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

Enclosed are our requirements and bid sheet for the purchase of **Software**.

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

* Price Summary, signed by authorized agent of Vendors Company/Firm – please see **Schedule C**
* Exceptions/Restrictions (if any)

We look forward to receiving your quotation on or before **September 6, 2022**. Should you have any questions or concerns about this invitation, please contact me **at (313) 577-3757 or by e-mail at** **RFPTeam1@wayne.edu**. Thank you for your interest in doing business with Wayne State University.

Sincerely,

**Kimberly Tomaszewski**

**Senior Buyer**

**Information for Vendors**

The Calendar of Events is as follows:

|  |  |  |
| --- | --- | --- |
| Activity  Formal Release of RFQ | Responsibility  Procurement | Date  **August 24, 2022** |
| Questions due to Procurement & Strategic Sourcing | VENDORS | **August 30, 2022**, no later than 12:00 (noon) |
| Delivery of Quotations are by electronic submission on **September 6, 2022**. The link for bid submission will be posted with the bid details at [**http://go.wayne.edu/bids**](http://go.wayne.edu/bids). | VENDORS | **September 6, 2022** by 4:00 p. m. ***(Detroit / EST)*** |
| Target Date for Order Award | VENDORS | Week of **October 1, 2022** |
| Delivery and Acceptance | VENDORS/ET | **September 30, 2023** |

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

Upon request**, VENDOR must agree to provide** a minimum of **three (3) qualified references**. Requests for references will come from **Kimberly Tomaszewski***,* **Senior Buyer***,* and will be treated as confidential and not added to the publicly permanent RFQ file.

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

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

Vendor selected shall have an excellent track record for providing goods and/or services as specified in this document.

**Scope Of Work And Project Requirements**

1. Project Requirements and Specifications:

Purchase of One Identity Manager Software for the period of October 16, 2022 through October 15, 2025. Prices are to be quoted and locked annually.

**Insurance Requirements**

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

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

For this project, Insurance is **Required**

**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 RFQ.

Cost of Services; Compensation and Fees; (Schedule C).

VENDOR quotations will be evaluated by an evaluation team consisting of members of the UNIVERSITY'S Purchasing and **the Computing & Information Technology**. 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 RFQ. 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 RFQ.

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 may be 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.

Proposals with supporting documentation shall be submitted by electronic submission. The link for bid submission will be posted with the bid details at [**http://go.wayne.edu/bids**](http://go.wayne.edu/bids) beginning **August 24, 2022.**

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

Remember, your bids must be in the format provided and be received in the Procurement & Strategic Sourcing by **September 6, 2022 by 4:00 p.m. *(Detroit / EST)***. 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 **Kimberly Tomaszewski** by email at **RFPTeam1@wayne.edu.**

Sincerely,

**Kimberly Tomaszewski**, **Senior Buyer**

Attachment: Insurance Requirements –

* Schedule A – Proposal Certification, Non-Collusion Affidavit, & Conflict of Interest
* Insurance Requirements Schedule B
* Cost Schedule C
* Schedule D – Summary Questionnaire

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**Schedule A**

**Response to Wayne State University**

**Request for Proposal**

## RFP: One Identity Manager Software

**and any Amendments, Thereto**

**Dated: August 24, 2022**

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

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

**ACKNOWLEDGEMENTS**

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

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

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

**PROPOSAL CERTIFICATION**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of this Proposal states that the Proposal contained herein is complete and is in strict compliance with the requirements of the subject Request for Proposal dated **August 24, 2022*,*** except as noted in Exhibit 1, the "**Restricted Services/Exceptions to RFP**" section of the Proposal. If there are no modifications, deviations or exceptions, indicate “None” in the box below:

|  |  |
| --- | --- |
|  | **NONE** – There are no exceptions to the University’s requirements or terms |

|  |  |
| --- | --- |
|  | **YES** – Exceptions exist as shown in Exhibit 1, Restricted Services. |

**NON-COLLUSION AFFIDAVIT**

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

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

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

**CONFLICT OF INTEREST**

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

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

Company Name:

Address:

Telephone: (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Email address:

Submitted by:

Signature

(Title) (Date)

**Schedule B - INSURANCE REQUIREMENTS**

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

**General Requirements**

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

**Maximum Acceptable Deductibles**

**Type of Insurance** **Deductible**

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.



**SCHEDULE C - PRICE SCHEDULE**

Purchase of **Software**.

Proposals with supporting documentation shall be submitted by electronic submission. The link for bid submission will be posted with the bid details at[**http://go.wayne.edu/bids**](http://go.wayne.edu/bids)beginning **August 24, 2022**. Remember, your bids must be in the format provided and be received in the Procurement & Strategic Sourcing by **September 6, 2022 by 4:00 p.m. *(Detroit / EST).***

**NOTICE: All prices will be considered F.O.B. destination unless otherwise indicated.**

**If prices are F.O.B. shipping, please indicate total transportation charges.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
|  | **Description** | **QTY** |  | **Unit Cost 3 Year** |  |
|  | One Identity Manager per managed person maintenance pack | 9,900 |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

* Vendors are to provide **3- year term** costs, effective dates 10/16/2022 – 10/15/2025, **with price lock to be paid annually.**
* Please confirm that the WSU Strategic Source Agreement (sample included in RFP) be the only contractual document required. \_\_\_\_\_ Yes \_\_\_\_\_ No

Company Name:

Address:

Telephone: (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Email address:

Submitted by:

Signature:

(Title) (Date)

Schedule D - Summary Questionnaire

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Can your company provide the products quoted and/or **commence services on or before October 1, 2022 and be completed by September 30, 2023**? |  | **YES**  **\_\_\_\_\_\_\_** | **ALTERNATIVE**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| 1. If required, will your company provide a certificate of insurance to meet or exceed all our minimum requirements as outlined in **Schedule B?** |  | **\_\_\_\_\_\_\_** | **Required** |
| 1. Did your company complete and provide the Summary **Price Schedule C**, and submit it electronically**?** ***(Zip Files are not acceptable)*** |  | **\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| 1. Are you or any Officer, Owner or Partner in this company an employee of Wayne State University, or have you been an employee within the past 24 months? If Yes, please explain. |  | **\_\_\_ Yes**  **\_\_\_ No** |  |
| 1. Are any family members of any Officer, Owner or Partner in this company employees of Wayne State University? If Yes, please explain. |  | **\_\_\_ Yes**  **\_\_\_ No** |  |

1. ADDENDA:

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

Addendum No. Date Addendum No. Date

Addendum No. Date Addendum No. Date

Company Name:

Address:

Telephone: (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Email address:

Submitted by:

Signature

(Title) (Date)

**APPENDIX 5**

**Wayne State University**

**Strategic Source Agreement**



STRATEGIC SOURCE AGREEMENT

This Agreement, effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”), is made by and between Wayne State University, 5700 Cass Avenue, suite 4200, Detroit, Michigan 48202, a constitutional body corporate of the State of Michigan ("University") and, ***(Supplier\_Name), (Supplier\_Address), (Supplier\_City\_State\_Zip)***, (“the Supplier”)

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

1. **General Purpose:** The general purpose of this Agreement is to engage the services of the Supplier to provide ***(Named\_Services)*** (**Services**)**,** per the University Request for Proposal dated ***(Quote\_Date)*** (the RFP) and the Supplier’s response Proposal dated ***(Bid\_Date),*** and the Price Schedule attached as Exhibit C. The University has assigned ***(Project\_Manager)*** as the Contract Administrator. Only contract directives from the University’s Procurement and Strategic Sourcing Department or the Contract Administrator shall be accepted by the Supplier.
2. **General Duties of the Supplier:** The Supplier shall provide the University with ***(Named\_Services)*** of superior quality, at competitive pricing, as described in the Statement of Work section of the RFP, which is incorporated by reference into this Agreement. The Supplier agrees to perform such professional services with the standard of professional care and skill customarily provided in the performance of such services. The supplier agrees to perform these services to the reasonable satisfaction of the University during the term of this Agreement.
3. **Term:** The contract period shall be for an initial time-period through **(Contract\_End\_Date)** (the “Initial Term”)**,** with the option to renew for up to two additional one-year periods of Services (each a “Renewal Term” and together with the Initial Term, the “Term”), through **(Extension\_Date).** Renewal is contingent upon both parties agreeing in writing to do so, based on satisfaction of the price and the Supplier’s performance.
4. **The Roles and Responsibilities (Scope of Work):**

The roles and responsibilities of the Supplier are listed in Exhibit A of this agreement.

1. **Wayne State University Wage Rates:** For construction and construction-like work, Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than Davis Bacon Wage Determinations (WSU Wage Rates). This includes, but is not limited to new construction, building renovation, and installation of furniture or equipment where a construction trade is used (i.e. installation of audiovisual equipment or furniture requiring electrical or carpentry work). The complete policy regarding WSU Wage Rates can be found at https://policies.wayne.edu/appm/2-10-prevailing-wage-construction.
2. **Customer Support:** The Supplier shall have a primary point of contact for the University community. The contact shall be accessible during normal business hours of every business day, 8:00 am to 5:00 pm (Eastern Time).
3. **Business Review Meetings:** In order to maintain the partnership between the University and the Supplier, the University requires regular Business Review meetings. Meetings shall be held on at least an annual basis, or more frequently upon University request. The business review meeting shall include, but not be limited to, the following:

* Review of Supplier performance as demonstrated in supplier scorecards
* Review of minimum required reports (see Section 8 below)
* Review of continuous improvement plans

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

1. **Reports:** The Supplier will submit applicable monthly and quarterly usage reports, in the format specified below, to the Procurement and Strategic Sourcing Department, which details the usage during the reporting period.

Reports are to be submitted to ***(Project\_Manager)*** as listed below:

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

Reports & Statistics

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

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

1. **Purchase Orders:** Orders will be placed for goods, services or projects as the need arises, or will be issued as blanket orders for each individual fiscal year. Each order will be placed on a University Purchase Order generated through our WayneBuy system. All subsequent invoices, packing tickets, and other correspondence related to the individual order are to include the unique PO number.
2. **Invoicing:** Deliveries or services shall be invoiced on an individual basis and shall be due thirty (30) days after University’s receipt and approval of invoice. The invoices must reference the PO number and be submitted to the University’s Accounts Payable department via email address: **wsuinvoices@wayne.edu**.

1. **ACH Payments:** ACH payments are both faster and less costly for Suppliers and the University. As a result, this is the University’s preferred payment method.The Supplier is expected to enroll in the University’s ACH program. The ACH payment agreement form can be downloaded at

**https://disbursements.wayne.edu/files/ach\_payment\_agreement\_form.pdf**. The completed form should be digitally signed or signed & scanned, and sent to **vendorach@wayne.edu**.

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

1. **eProcurement Requirements:** The University has implemented an eProcurement platform. The Supplier will work in close cooperation with the Procurement Department to adapt to the eProcurement program as required by the University.

1. **Annual Price Increases:** All prices quoted must be firm through September 30, 20\_\_. If a price increase is required at the end of periods two or three, the Supplier must have their request in writing to the Commodity Manager no later than July 31 of the preceding term. Price increases must be justified by citing the appropriate market indices. Price increases will be reviewed and either accepted or rejected in writing.
2. **Confidentiality of Information:** The Supplier agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to this Agreement unless the Supplier has received prior written consent of the University to make such disclosure. This obligation of confidentiality does not extend to any information that:
3. Was in the possession of the Supplier at the time of disclosure by the University, directly or indirectly;
4. Is or has become, through no fault of the Supplier, available to the general public; or
5. Is independently developed and hereafter supplied to the Supplier by a third party without restriction on disclosure. The provisions of this Section 14 shall survive expiration and termination of this Agreement.

The Supplier is required to sign the University Confidentiality and Non-Disclosure Agreement. A copy of the Agreement can be found in Exhibit B. If the Supplier is not an individual, the Supplier represents and warrants that it has the authority to bind each of its employees, officers, agents, representatives and consultants to the terms of the Agreement. The Supplier shall be responsible for ensuring such personnel are aware of and comply with all obligations imposed by this Confidentiality and Non-Disclosure Agreement.

1. **Independent Contractor:** The parties expressly acknowledge that the Supplier is an independent contractor. The Supplier is not an agent, partner, or employee of the University. The Supplier shall not have the authority to enter into any contract or agreement to bind the University and shall not represent to anyone that the Supplier has such authority. The Supplier represents and warrants to the University that in performing the Services hereunder, the Supplier will not be in breach of any agreement with a third party. The Supplier declares that it is not a Legislator, elected or appointed officer, or that its firm is not owned or controlled by any Legislator, elected or appointed officer, compensated or uncompensated, member of a State board or commission, or other employee of the State of Michigan (including an employee, officer, or official of Wayne State University). The Supplier agrees that he/she is subject to the University’s regulations, laws of the United States and of the State of Michigan, and that, in the event of violation of these, or behavior that is considered to be detrimental to the University or its students, faculty or staff; the University shall have the right to terminate the agreement without prior notice.
2. **Property Rights and Reports:** The Supplier agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, improvements, or other products developed by the Supplier solely, or with others, resulting from the performance of this Agreement are the property of the University, and the Supplier assigns all rights therein to the University. The Supplier further agrees to provide the University with any assistance which the University may require to obtain patents or copyright registrations, including the execution of any documents submitted by the University. This provision shall survive expiration and termination of this Agreement.
3. **Indemnification and Hold Harmless:** The **Supplier** agrees that any personal injury to the Supplier or third parties or any property damage incurred in the course of performance of this Agreement that are not the result of any act or omission on the part of the University shall be the responsibility of the Supplier. The Supplier agrees to indemnify, defend, and hold harmless the University, its governing board, officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorneys’ fees, whether for personal injury or property damage, infringement of any third party intellectual property right, or any other claim, which may arise out of the Supplier’s performance of this Agreement whether caused in whole or in part by the Supplier or anyone for whom the Supplier is responsible, regardless of whether or not it is caused in part by the University.
4. **Non-Discrimination:** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, creed, color, national origin, age, religion, sex, sexual orientation, marital status or handicap protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. The **Supplier** certifies that they will conform to the provisions of the Federal Civil Rights Action of 1964, as amended. Information on the Civil Rights Act can be found at **http://www.eeoc.gov/laws/statutes/titlevii.cfm**
5. **Civil Rights Requirements:** The **Supplier** must be in compliance with the directives of the Michigan Department of Civil Rights. The Department of Civil Rights web address is

**http://www.michigan.gov/mdcs/0,1607,7-147-6881---,00.html**

1. **Immigration Reform and Control Act of 1986:** The **Supplier** certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
2. **Debarment Status*:*** The **Supplier** certifies that they are not currently debarred from submitting bids on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts. The University’s Department Policy can be found at **https://policies.wayne.edu/appm/2-8-debarment-policy-on-non-responsible-vendor-in-procurement-transactions**. State of Michigan information on Debarment can be found at **http://www.michigan.gov/buymichiganfirst/0,1607,7-225-48677-20042--,00.html**. The Federal Debarred Vendor List (Excluded Parties List System) and related links searched at **https://www.dol.gov/agencies/ofccp/debarred-list**
3. **Supplier** **Liability:** The **Supplier** will be liable for any associated costs of repairs for damage to buildings or other UNIVERSITY property caused by the negligence of the Supplier’s employees.
4. **Early Termination by the University:** The UNIVERSITY shall have the right to terminate the contract with the **Supplier** without penalty after the UNIVERSITY'S thirty (30) days written notice of termination to the **Supplier** under the following circumstances:

1. Default of **Supplier**

It shall be considered a default whenever the **Supplier** shall:

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

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

2. Convenience of the UNIVERSITY

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

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

1. **Cancellation of Contract by the Supplier:** The Supplier must provide a minimum of ninety (90) days written notice of cancellation of contract to the UNIVERSITY regardless of the reason for said termination. Such notification must be sent to:

Kenneth Doherty, Associate Vice President

## Procurement & Business Services

Wayne State University

## RFP: One Identity Manager Software

5700 Cass Avenue, Suite 4200, AAB

Detroit, MI 48202

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

|  |  |  |
| --- | --- | --- |
| To the University: **Wayne State University**  Kenneth Doherty, Associate VP  Procurement & Strategic Sourcing  5700 Cass Avenue, Suite 4200  Detroit, MI, 48202 |  | To the Supplier:  ***(Supplier\_Name)***  ***(Supplier Representative)***  ***(Representative\_Title)***  *(Supplier\_Address), (Supplier\_City\_State\_Zip)* |

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

1. **Entire Agreement:** This Agreement and its exhibits, along with the RFP dated ***(Quote\_Date)*** and the Supplier’s Proposal dated ***(Bid\_Date)*** (and its attachments, if any), and subsequent clarifications and addenda, constitute the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a written agreement signed by the Supplier and an authorized representative of the University. Said terms govern and supersede the standard terms and conditions of individual Purchase Orders, regardless of whether said Purchase Orders specifically reference back to this Agreement.
2. **Modification of Service:** The UNIVERSITY reserves the right to modify the services during the course of the contract, with concurrence of the **Supplier**. Any changes in pricing and rates proposed by the **Supplier** resulting from such changes are subject to acceptance by the UNIVERSITY.

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

1. **Severability:** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
2. **Governing Law and Compliance:** This Agreement shall be governed by and construed under the laws of the State of Michigan, without regard to its choice of law rules. Any lawsuits arising from or incident to this Agreement shall be brought in the Michigan Court of Claims. Each party will be individually responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this Agreement.
3. **Non-Waiver:** The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
4. **Non-Assignment:** The agreement shall be between the UNIVERSITY and the **Supplier,** and the **Supplier** shall neither assign nor delegate the agreement, its rights or obligations, or any of its terms without the express written permission of the UNIVERSITY.
5. **Authority:** The parties warrant that they have the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which they are parties.
6. **Non-Exclusivity:** This Agreement does not create an exclusive relationship between Wayne State University and the Supplier. The University reserves the right to use other service providers, in the event it is determined to be in the best interest of the University, its employees, students, or staff.
7. **Credit References:** From time to time, the University is asked to provide credit and business references to potential new Suppliers. Company agrees that it will serve as a Credit Reference for the University with respect to the amount and timeliness of payments.
8. **Financial Reports:** Upon University request, the Supplier must provide publicly distributed annual reports and/or independently audited financial statements including its statement of financial position, statement of operations, and statement of cash flows.
9. **Right to Audit:** Supplier must further agree to permit the UNIVERSITY, upon request, to audit SUPPLIER's books, but only as it relates to the Wayne State University account, including invoicing, operational, and technology controls (when applicable). The University is limited to 1 request per calendar year of this agreement.
10. **Insurance:**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **INSURANCE REQUIREMENTS *(Rev 2-2015)***  The Supplier, at its sole expense, shall cause to be issued and maintained in full effect for the term of this Agreement, insurance as set forth hereunder:  **General Requirements**   |  |  | | --- | --- | | **Type of Insurance** | **Minimum Requirement** | | 1. Commercial General Liability (CGL)  CGL insurance should be written on ISO  form CG 00 01 (or equivalent substitute)  Contracts valued at $100,000 per year or more | $1,000,000 combined single limit  $2,000,000 annual aggregate  Umbrella Liability per occurrence and in the annual aggregate of $5,000,000. | | 2. Commercial Automobile Liability  (including hired and non-owned vehicles) | $1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate. | | 3. Workers' Compensation  (Employers' Liability) | Required by the State of Michigan and Employer’s Liability in the amount of  $500,000 per accident for bodily injury or disease. |   **Maximum Acceptable Deductibles**  **Type of Insurance** **Deductible**  Comprehensive General Liability $5,000  Comprehensive Automobile Liability 0  Workers' Compensation 0  Property - All Risk $1,000  **Coverage**  1. All liability policies must be written on an occurrence form of coverage.  2. Commercial General Liability (CGL) includes, but is not limited to: personal injury, property damage, consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers.  3. The Board of Governors of Wayne State University shall be named as an additional insured, but only with respect to accidents arising out of said contract, on any of Supplier’s or its subcontractors’ insurance policies.  4. The additional insured provision shall contain a cross liability clause as follows: “The insurance afforded applies separately to each insured against whose claim is made or suit is brought, except with respects to the limits of the company’s liability.”  5. The insurance company for each line of insurance coverage will be reviewed and checked per the A.M. Best’s Key Rating Guide. **A rating of not less than “A-” is required**.  **Certificates of Insurance**  1. Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required coverage must be forwarded to the Office of Risk Management to be verified and authenticated with the agent and/or insurance company.  2. Certificates shall contain a statement from the insurer that, for this contract, the care, custody, or control exclusion is waived.  3. Certificates shall be issued on a ACORD form or one containing the equivalent wording, and require giving WSU a thirty (30) day written notice of cancellation or material change prior to the normal expiration of coverage.  4. Revised certificates must be forwarded to the Office of Risk Management thirty (30) days prior to the expiration of any insurance coverage listed on the original certificate, as follows:  Wayne State University  Office of Risk Management  5700 Cass Avenue, Suite 4622 AAB  Detroit, MI 48202  **Specific Requirements-** Individual contracts may require coverage in addition to the minimum general requirement such as, business interruption, higher limits and or blanket fidelity insurance.  **Exception to the insurance requirements** is to be approved, in writing, by the Office of Risk Management. Exceptions are determined by the type and nature of the contract and the individual contractor. |

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

|  |  |  |
| --- | --- | --- |
| **Wayne State University** |  | ***(Supplier\_Name)*** |
| Signature: |  | Signature: |
| Name: Kenneth Doherty, CPSM |  | Name: |
| Title: Associate Vice President – Procurement |  | Title: |
| Date: |  | Date: |  |
| Phone: 313-577-3756 |  | Phone: |
| email: ac0578@wayne.edu |  | email: |

|  |  |  |
| --- | --- | --- |
| **Wayne State University** |  |  |
| Signature: |  |  |
| Name: David Massaron |  |  |
| Title: CFO and Senior Vice President for Finance & Business Operations |  |  |
| Date: |  |  |
| Phone: 313-577-5580 |  |  |
| email: bx8350@wayne.edu |  |  |

**EXHIBIT A**

**Roles & Responsibilities**

The roles and responsibilities of the Supplier are listed below.

***(Scope\_of\_Work)***

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**EXHIBIT B**

**Confidentiality and**

**Non-Disclosure Agreement**

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

1) Confidential Information

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

(i) any and all technical and business information of the University and

(ii) information from third parties related to health care services and research; provided, however, that Confidential Information does not include any information that:

(a) was in the possession of the Supplier at the time of disclosure by the University, directly or indirectly,

(b) is or has become, through no fault of the Supplier, available to the general public or

(c) is independently developed and hereafter supplied to the Supplier by a third party without restriction on disclosure.

2) Use of Information

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

3) Reproduction of Materials

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

4) Confidentiality

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

5) No Waiver

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

6) Supplier Employees and Agents

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

7) Breach of Contract

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

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

8) Governing Law, Modification

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

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

( )

Name Telephone

***(Supplier\_Name)***

Title Company

Signature Date



**EXHIBIT C**

**Price or Rate Structure**

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