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Division of Finance and Business Operations

Purchasing Department  
5700 Cass Avenue, suite 4200  
Detroit, Michigan 48202  
(313) 577-3734  
FAX (313) 577-3747

May 22, 2013

Dear Vendors:

Wayne State University invites you to participate in the Request for Proposal process, for the **Preferred Vendor Relationships for Design and Other Professional Services**, for Wayne State University, WSU Project **WSU Various A & E**.

Bidding documents may be obtained by vendors from the University Purchasing Web Site at [http://www.forms.purchasing.wayne.edu/Building\\_Design.html](http://www.forms.purchasing.wayne.edu/Building_Design.html) beginning **May 22, 2013**.

Copies of the RFP will **not** be available at the pre-proposal meeting.

If you are interested in participating in this process, please fill out and **FAX** the registration/intent form. To participate, it is **MANDATORY** that you and/or responsible representatives of your organization attend our pre-bid conference (Tour/Q & A Session) to be held:

**June 03, 2013, 3:00 p.m.**  
**Wayne State University**  
**Welcome Center - 1st Floor Auditorium**  
**42 West Warren Avenue,**  
**Detroit, MI 48202**

The balance of the Calendar of Events is as follows:

Issue RFP	<b>May 22, 2013</b>
Mandatory Pre-Bid Conference	<b>June 03, 2013, 3:00 p.m.</b>
Secondary walkthrough	(if needed) To be determined at the conclusion of the prebid conference, by those in attendance
Deadline for Questions	<b>June 7, 2013, 12:00 noon</b>
Receipt of Bids	<b>June 13, 2013, 2:00 p.m.</b>

For your convenience a map of the University and appropriate parking lots can be downloaded and printed from: <http://campusmap.wayne.edu/> . Guest parking in any of the University student and guest lots is **\$6.00**. A detailed list of Cash & Coin operated lots can be viewed at [http://purchasing.wayne.edu/cash\\_and\\_credit\\_card\\_lots.php](http://purchasing.wayne.edu/cash_and_credit_card_lots.php) . Cash lots dispense change in quarters. Due to time constraints, Vendors are encouraged to avoid parking at meters on the street. Please confirm your participation and/or attendance at the pre-bid conference by faxing the attached Registration/Intent form to the attention of Ms. Pat Milewski (313) 577-3747 no later than **12:00 noon on May 31, 2013** . Remember, you **MUST** attend the pre-bid conference in order to be qualified to respond to the bid.

We hope to see you at the **mandatory** pre-bid meeting on **June 03, 2013, 3:00 p.m.** Should you have any questions or concerns about this invitation, please contact me at **(313) 577-3649**. Thank you for your interest in doing business with Wayne State University.



Sincerely,

**Paula Reyes, Strategic Sourcing Manager**

Cc: **Deborah Brazen**, Director, FP&M Design Services  
**Kenneth Doherty**, AVP, Procurement

Attachment

**REGISTRATION/INTENT FORM**

**RFP Preferred Vendor Relationships for Design and Other Professional Services,**  
**PROJECT # WSU Various A & E**

Please use this form to indicate your intent to submit a proposal for the services listed. Please type or print the information requested below, then fax to Wayne State University, attention Ms. Pat Milewski at (313) 577-3747 **by May 31, 2013 at 12:00 a. m. (noon).**

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

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

**Fax:** ( \_\_\_\_\_ ) \_\_\_\_\_

**E-mail** \_\_\_\_\_

YES \_\_\_\_\_ I will be attending the **Mandatory** meeting **RFP Preferred Vendor Relationships for Design and Other Professional Services, Project WSU Various A & E on June 03, 2013 .**

**Location:** Wayne State University, Welcome Center  
**42 West Warren Avenue, 1st Floor Auditorium,**  
Detroit MI 48202

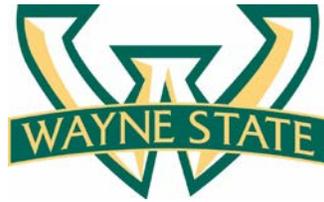
**Time:** 3:00 p.m.

NO \_\_\_\_\_ I will not participate in the Request for Proposal and will not be submitting a response.

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

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

**Paula Reyes**  
**Strategic Sourcing Manager**



**Division of Finance and Business Operations**

**Request for Proposal  
And Specifications For  
Preferred Vendor Relationships for Design and Other  
Professional Services**

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**Wayne State University  
Procurement & Strategic Sourcing**

**May 22, 2013**



**Preferred Vendor Relationships for Design and Other Professional Services  
Pre- Proposal Meeting**

**AGENDA**

- I. Welcome and Introductions
  - A. Wayne State University Representatives
  - B. Vendor Representatives
  - C. Sign in Sheet- be sure to include your fax number and email address (LEGIBLY) on the sign in sheet.
  - D. Pass your business cards to: **Paula Reyes, Strategic Sourcing Manager**
  
- II. Brief Overview of Wayne State University
  - A. Purpose and Intent of RFP.
  - B. Detailed review of the RFP and the requirements for a qualified response.
  - C. Review of all pertinent dates and forms that are REQUIRED for a qualified response.
  
- III. Vendor Questions/Concerns/Issues
  - A. Questions that can be answered directly by the appropriate person in this meeting will be answered and both question and answer will be recorded in the minutes of the meeting.
  - B. Questions that need to be researched will be answered and a nature of clarification will be emailed to the appropriate ListServ. See  
**[http://www.forms.purchasing.wayne.edu/Adv\\_bid/Adv\\_Bid\\_Listserve.html](http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_Bid_Listserve.html)** for a list of ListServ Bid Lists.
  - C. Minutes will be emailed to all participants of the meeting within a reasonable amount of time. (be sure to include your email address/addresses on the sign in sheet)
  - D. Questions and concerns that come up after this meeting are to be addressed to **Paula Reyes**, Purchasing Department. Discussion with other University members is seriously discouraged and could lead to disqualification from further consideration. All questions and answers will be recorded and emailed to all participants of the RFP.
  - E. Due date for questions is **June 7, 2013, 12:00 noon.**
  
- IV. **Proposal Due Date - June 13, 2013, 2:00 p.m.**
  
- V. Final Comments
  
- VI. Adjourn



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## I. Instructions to Design Professional:

Wayne State University invites you to participate in the Request for Proposal process for Preferred Vendor Relationships for Design and Other Professional Services.

This Request for Proposal (RFP) defines the requirements and expectations of the services, the expected contract environment, and guidelines for the preparation of proposals for consideration in the selection process. **Enclosed in this fax is the Registration, which is the confirmation of your intent to participate. This form MUST be faxed to (313) 577-3747 Attn: Ms. Pat Milewski, WSU Purchasing Department by May 31, 2013 by 4:30 p.m.**

**Proposals are due before 2:00 p.m., local time, on June 13, 2013.** Proposals received after this time will be rejected. **Six (6) copies** of the proposal are to be submitted in a sealed envelope or box at the University's Purchasing Department.

In addition, an electronic version is required, which should be submitted to our secure mailbox at **rfp@wayne.edu** and be sure your subject line reads **"(company name) RFP Preferred Vendor Relationships for Design and Other Professional Services Response"**. The electronic submission should be limited to no more than one of each of the following file types: 1 Word Document and/or 1 Excel Workbook, with a total file size less than **20 megabytes**. If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your Proposal. If you do not receive an auto-reply message, check the address you used and resubmit your Proposal. However, in the event a discrepancy exists between the electronic submission and the original copy of the Vendor's Response Proposal, the original copy will prevail.

Proposals shall be addressed to:

**Preferred Vendor Relationships for Design and Other Professional Services  
Project No. WSU Various A & E**

**Paula Reyes, Strategic Sourcing Manager**  
Academic/Administration Building  
Wayne State University (Procurement and Strategic Sourcing Department)  
5700 Cass Avenue, 4<sup>th</sup> Floor - Suite 4200  
Detroit, Michigan 48202

And: E-mail a copy to **RFP@wayne.edu** /  
subject line: **"(company name) RFP Preferred Vendor Relationships for Design and Other Professional Services Response"**.

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

The proposals will be used to develop a short-list of qualified firms to provide presentations to the project selection committee. The selection of the successful design team will be based on the design professional's response to this RFP and the presentations of selected firms.



## II. OVERVIEW

### Intent of this Request for Proposal (RFP)

The purpose of this Request for Proposal is to review qualifications and service level information from interested consultants who have a desire to provide design and professional services to Wayne State University (WSU) in the development of new construction, renovations, facility condition assessments, planning, demolition and site related projects. Interested firms are **not** required to provide all services enumerated above. Respondents will be required to indicate the specific areas of service for which they are qualified and desire to work for the University.

WSU's goal is to establish a list of preferred vendors to be awarded professional service work for individual projects, and reduce the University's need for individual competitive proposals and lengthy negotiations for the numerous small to moderate size projects developed annually through Facilities, Planning and Management (FP&M). Designer selection for larger university construction projects will continue to be awarded on the basis of project specific requests for proposals, released at the discretion of the University.

### Form and Duration of Relationship

At the conclusion of this RFP process, selected preferred design and professional services consultants will be presented with a proposed Master Agreement, which will recite the terms and conditions being offered for the five year duration of the agreement. The University may offer to extend the relationship for an additional two years with annual cost adjustments at the beginning of year six and year seven, based upon the Consumer Price Index, using the date of the original agreement as the index basis. Specific professional design purchase orders will be issued for each project initiated under the preferred vendor agreement, defining the scope of work for each unique project. The terms and conditions for each project will be consistent with the Master Agreement.

### Professional Skills Sought by this Solicitation

- Architecture and Planning (all disciplines Including FF&E)
- Engineering (all disciplines, including but not limited to M, E, C, S)
- Site and Landscape Design
- On-grade Parking
- Roofing

*RFP for services by Other Professionals that are not included will be released in the near future:*

*Hazardous Material Consulting*

*Geotechnical Consulting*

*Construction Materials Testing*

*Commissioning*

*Environmental Engineering*

*Security System Design*

*Testing and Balancing – (mechanical)*

*(project level)*

### RFP Process

Responding to this RFP is a process for vendors to provide qualifications and service level information, to be considered a preferred vendor to the University to provide professional services in accordance with the University's proposed fee structure. The University is seeking to offer a five year Master Agreement to selected respondents representing the various service categories defined within this RFP.

During the effective period of the Master Agreement, the University will offer project specific design and professional services contracts to firms that have been awarded Master Agreements, based upon professional capabilities, work load, anticipated project schedule, and success on previous or concurrent work. The standard University contract requires that all work be performed in accordance with WSU's Construction Design Standards, applicable codes, standards, and regulations currently in effect at the time of individual project inception. Projects will vary in budget and scope and may include



the development of new construction, renovations, facility condition assessments, planning, demolition and site related projects.

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

The University reserves the right to request additional information at any time during the selection process.

### **III. DESIGN PROFESSIONAL RESPONSIBILITIES**

Design Professionals are, generally, Architects and Engineers who regularly engage in the design of new buildings, renovations, and the systems therein. All work must be in compliance with the Wayne State University Construction Design Standards and Standards for Communications Infrastructure currently in effect at the time of specific project initiation.

Because the volume, quantity and/or types of projects (or their scope) cannot be precisely anticipated, a list of professional tasks is provided to further clarify the services that may be required for individual projects. Other services may be required to investigate unique problems. Special services, such as elevator consultants, acoustical consultants, and the like, will generally be treated as a reimbursable expense, and unless a formal relationship currently exists between the responding design and professional services consultant, those relationships do not need to be identified in this RFP response.

At Wayne State University, projects may be implemented using a variety of construction delivery relationships. WSU utilizes Construction Managers, General Contractors, direct contracts with trade contractors, and self-performed efforts to construct the projects which will result from these design and professional services relationships.

Remuneration may include a percentage of total construction costs, hourly fees, not-to-exceed based upon hourly fees, or a combination thereof, and will be established for each unique project based upon the Master Agreement and the specific project scope requirements.

#### **Services Proposed**

Design and professional services consultants are not required to provide a response to or participate in all of the solicited subject areas. The form of proposal provided herewith allows the respondent to clearly establish their areas of expertise and interest. Each respondent must distinguish between "in-house" services and services provided by associates or affiliates.

#### **What Constitutes a Full Service Consultant?**

For purposes of this RFP, full service Architecture firms shall be defined as firms employing qualified designers regularly providing planning, and project architectural design. Responding design firms must be licensed to practice within the state of Michigan.

For purposes of this RFP, full service Engineering firms shall be defined as firms employing qualified mechanical (including HVAC and plumbing), electrical (including computer and telecommunication), civil and structural engineers. Responding Design Company must be licensed to practice within the state of Michigan.

For purposes of this RFP, full service Architectural and Engineering firms will include both descriptions provided above.



Respondents indicating 'full service' status must provide evidence, within the RFP response, in support thereof. Such evidence shall include individual resume information describing qualifications and experience for each of the areas of expertise.

### **Design Teams and the use of Sub-consultants**

Since many design professionals supplement their teams with sub-consultant design professionals, who are not regular employees of the respondent, this RFP has been crafted to identify in-house internally self-performed design services separately from those provided by association with sub-consultants. The University reserves the right to accept or decline any sub-consultant relationship. RFP respondents shall identify areas of sub-consultant use within the form of proposal to this RFP. (Specific projects may require the use of unidentified sub-consultants; Wayne State University reserves the right of prior approval of un-identified sub-consultants.) Design and professional services consultant's RFP response shall clearly define the services or technical disciplines that will be self-performed and services that will be provided by sub-consultants. Firms that are proposed to serve as sub-consultants shall be identified by discipline. Sub-consultants identified by respondents in this RFP response shall provide a letter of understanding regarding the arrangement, and a statement of qualifications which shall be clearly identified as an attachment to the RFP response. This requirement does not preclude the ability to change sub-consultants during the term of the master agreement; however, any such changes shall require written notification and the prior approval of the University.

### **W/MBE Participation**

WSU is committed to the development and utilization of W/MBE enterprises. Implicit in this RFP is a desire to receive proposals from W/MBE enterprises as well as encourage the use of qualified W/MBE sub-consultants. All W/MBE entities including sub-consultants, shall be identified in the letter of understanding. W/MBE participation may be a factor in the selection of preferred design and professional services consultants. Consultants are expected to support the University's W/MBE initiatives.

### **Professional Licenses**

Design and professional services consultants submitting for Architecture or Engineering shall be licensed to practice within the state of Michigan. List the names and professional registration of any employees who will provide design services.

Consultants representing other than architecture and engineering shall provide evidence of compliance with applicable state of Michigan regulations; and such registrations and certifications that may apply to respondent's profession.

### **Insurance**

The University requires all contracted entities to carry insurance for general liability, professional liability insurance including error and omission, workmen's compensation, and motor vehicle insurance. Not less than the following coverage must be provided:

- Architect's/Engineer's professional liability coverage in an amount not less than \$1,000,000.
- Commercial General Liability in an amount not less than \$1,000,000.
- Automobile and Vehicle Liability in an amount not less than \$1,000,000.
- Workers Compensation Statutory Employers Liability not less than statutory requirement.

Specific project contract language requires that the consultant indemnify the University, its officers, employees and agents from any liability arising out of or in consequence of its performance of the agreement, including acts or omissions of the consultants, officers, employees, agents, etc.



Consultants shall ensure that similar requirements are met by all sub-consultants. Certificates of Insurance, indicating Wayne State University and the Wayne State University Board of Governors, as additional named insured, shall be provided verifying all insurance coverage. Current Certificates of Insurance shall be required when executing each and every project specific contract, beyond the Master Agreement.

#### **Qualification of Respondent Organization**

Respondent organizations shall provide a completed Statement of Qualification (AIA form or equivalent) which describes the respondent's business organization, and includes information on the form of organization; principals; history of legal claims; etc.

#### **Qualifications of Team Members**

The University prefers relationship continuity through common project teams. All firms submitting proposals shall provide, with their RFP response, evidence of professional experience in the category of work indicated. The proposal must include biographies for each team member that will be assigned to University's projects, identifying work experience on similar projects as would likely be experienced at WSU. Resumes shall not exceed one page, using 11 pt. font, for each team member and, in addition to educational details, must include:

- Name of project
- Date of project completion
- Value of work
- Brief description of work
- Name of team member and team member's role in the cited project
- Client's contact person with telephone number and complete address

Resumes shall differentiate between projects completed under different employment, and shall express the respondent's role and responsibility or level of involvement on each recited project. Additional resume information, at a minimum, shall include the level of educational achievement including institution name, prior employment work history with dates and durations, licenses and professional registrations.

#### **IV. Architectural –Engineering Basic Services Definition - Design Professional Services**

This is a description of the basic services WSU requires to be included in service agreement under percentage fee contracts, and includes all typical meetings and correspondence to support these activities. Per WSU Standards, this definition of basic services and allocation of level of effort by phase differs from the AIA definition of services.

##### Expectations

- A. Meeting Attendance: Any category of service is expected to attend meetings and perform construction administration as required by the scope for the duration of the project within reason. A defined limit/maximum number of meetings are not acceptable.
- B. Site Investigation: It is required that design professionals involved with the project visit the site and ensure that the proposed design is feasible. Archive drawings provided by WSU should be verified against existing conditions to ensure that provided documentation represent actual conditions.
- C. Preliminary Budget: It is expected that a preliminary budget will be developed at the onset of the project, and it will be updated as necessary to ensure budget compliance throughout the stages of development.



- D. Value Analysis: It is also expected that the design professional will assist the University in optimizing the scope of work, and provide advice on options regarding the scope, materials, methods, systems, schedules, and other conditions affecting development and construction of the project.
- E. Schedule: Preparation of a schedule in sufficient detail to define the entire project duration from the commencement of the programming and project meetings through the construction completion is also expected. The schedule will become the responsibility of the construction contractor once one is hired.
- F. Alternates: Base Design services may include documentation of Alternates. If a project is bid and the alternates are not accepted for construction, the design professional will still be compensated for the time spent on the creation of the alternate documents. The apparent accepted low bid cost will be used to calculate the fee associated with the work Design effort on Alternates. Alternates will be compensated through the Bid Phase, as determined by WSU percentages (listed below). The Alternates then will be excluded from the total cost of construction adjustment at the end of the project.
- G. Percentages: WSU will utilize the Level of Effort as designated by Phase breakdown below for 'basic services', and individual contract adjustments when and if service delivery is halted at any phase of design. Design professional is expected to include this information on invoices.

Phase	Level of Effort
SD	20%
DD	18%
CD	38%
BID	4%
CA	20%
<b>Total Effort</b>	100%

- H. Specialty Consultants: Services above and beyond what the design professional is able to provide may be necessary. These consultants must be pre-approved by the university, and may include: specialty planners, acoustical consultants, lighting consultants, marketing professionals, etc.
- I. Other Professional Consultants: The University may choose to hire additional consultants during a project. The design professional is expected to coordinate with other professionals, and provide information within reason. Services that may be contracted separately by the University include, but are not limited to:
- Site surveys,
  - Geotechnical reports,
  - Environmental site assessments,
  - Hazardous material reporting and abatement,
  - Construction quality testing,
  - Commissioning and enhanced commissioning.
- J. Additional Services: The design professional may be requested to provide services above and beyond what is considered 'base' contract. These services will be negotiated at an hourly rate based on the



hourly cost outlined in the preferred vendor program. Additional services may include but are not limited to:

- a. Marketing Materials: develop materials required to assist the University and the College Advancement Department in presentations of the facility to generate funds to construct the project, including perspectives, floor plans, naming opportunities, and electronic animations of the proposed project
  - b. Exterior Signage
  - c. LEED Support including return on investment review and utility modeling of the design
  - d. Life Cycle Costing
  - e. Programming
  - f. Studies: exclusive of programming, the intent is to provide investigation to determine scope, concept and conceptual cost. Studies will be paid on hourly fee basis, and will be a credit to the Schematic Design portion of the total fee.
  - g. Facility Survey: investigation of existing conditions, which may include: exterior envelope, windows, systems, electrical capacity, data structure, ADA compliance, other code compliance, etc. over and above typical project field investigation. The conclusion of this type of study is a report with associated costs that WSU will use for future projects.
- K. Hazardous Materials: The design professional will not be responsible for any hazardous material testing, notation or inclusion in design documents. The University maintains responsibility for such work.

#### Definitions of Services Expected in Base Scope

- A. Architectural
  - a. Visioning
  - b. Program
  - c. Conceptual design
  - d. Schematic Design
  - e. Design Development
  - f. Limited Interior Design/ Coordination of finishes
  - g. Interior Signage
  - h. Construction Documentation
  - i. Bid Evaluation (if required)
  - j. Construction Administration
  - k. Project closeout including record documents
  - l. Submittal of documents to State for review as determined by Building Use classification, and all activities to ensure approval in a timely manner.
  
- B. Engineering (during all phases of the project):
  - a. Mechanical
  - b. Electrical (including interior and exterior lighting)
  - c. Plumbing
  - d. Structural
  - e. Civil
  - f. Fire Alarms
  - g. Fire Suppression
  - h. Building security
  - i. Audiovisual systems
  - j. Telecommunications per WSU standards including voice data jack locations and pathways
  - k. If necessary, submittal of documents to State for review as determined by Building Use classification, and all activities to ensure approval in a timely manner.



C. Interior design, furniture and equipment

- a. Interior Design required beyond the basic scope of Architectural Services will be compensated at 4.5% of the value of that portion of work. The FFE component will be considered separate from total construction cost for purposes of final fee calculation.
- b. The University has a current five year contract with a vendor for all office and conference furnishings; design professional will need to coordinate with that vendor.
- c. Loose and/or fixed classroom furniture as a component of a major renovation or new construction is the responsibility of the design professional to coordinate.
- d. Laboratory furniture required as a component of the scope is the responsibility of the design professional to coordinate.
- e. Planning and layouts
- f. Specifications
- g. Bid documents and coordination with University's Purchasing department
- h. Bid Evaluation (if required)

D. Site and Landscaping

- a. Conceptual design
- b. Schematic Design
- c. Design Development
- d. Construction Documentation
- e. Bid Evaluation (if required)
- f. Construction Administration

Clarifications

Limited scope definition performed by a professional under another category does not warrant the change of a service category. For example, if an Engineer is hired to create drawings for the installation of a new lay-in ceiling, including lighting, mechanical and sprinkler heads, they will be paid under the Engineering percentage; drawing in a ceiling grid does not warrant full A/E fee percentage. The university, at its sole discretion, will determine which category is appropriate for the scope of the project.

**V. GENERAL INFORMATION**

**General Fee Information**

**Acceptable Reimbursables**

Wayne State University has established certain limits on acceptable reimbursables from design and professional service consultants. Without regard to consultant's policies and practices, the University will accept as reimbursable costs only the following:

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

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



**Unacceptable Reimbursables**

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

- Transportation to/from and parking at the University from the Consultant’s place of business
- Vehicle charges, vehicle rentals, (except those related to short term, long distance travel and pre-approved by University as described above) or per diem travel rates, etc. (Use of certain specialty vehicles by certain professional service consultants may result in acceptable hourly charges, such as soil boring rigs.)
- Reproduction costs for routine documents during design, design review, owner review, and submittal sets to authorities having jurisdiction. (Currently, WSU posts documents electronically on WSU Purchasing Department’s website. Designer must submit documents in electronic form.)
- Local and long distance telephone; fax services; internet connections, services or use.
- Ordinary shipping, express package services, postage and handling fees.
- Incidental computer work such as word processing; CAD license fees; plotting fees; equipment use charges; etc.

**VI. FORMS AND INSTRUCTIONS**

**Form 2013-1 must be completed by all architectural and engineering design professionals.**

Form 2013-1 indicates the offer of percent rates by job description.

**Form 2013-2 must be acknowledged by all architectural and engineering design professionals.**

Form 2013-2 indicates the offer of hourly rates by job description.

**Description of Forms**

1. Form #2013-1      *Percentage Fee based upon TOTAL CONSTRUCTION COST using a **General Contractor**, Owner direct subcontracting, and Owner self-performing work or using a **Construction Manager**.*
2. Form #2013-2      *Hourly fees by job description*

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**Form #2013-1 Percentage Fees based upon Total Construction Cost using a General Contractor, Owner direct subcontracting, or Owner self-performing work or using a Construction Manager**

DESIGN PROFESSIONALS will fill in this form to indicate which categories under which they would like to be considered.

Total Construction Cost is defined as the actual customary cost of construction including demolition and new construction, permits, general conditions, contractor’s OH&P, construction manager’s fees, and FF&E (when a part of the designer’s services); minus direct and consequential construction costs associated with design errors, and consequential costs associated with design omissions, if any. Final design fee will be adjusted to reflect the actual costs at the completion of the project.

This form is crafted to allow a response according to the service areas of the respondent. The column headings are self-explanatory.



**For example:**

If the respondent is an engineering firm that proposes no architectural services, the 'Full Service Engineering Only' column would be filled in. Similarly, if the respondent is an engineering consultant who is proposing based upon a formal affiliation or a sub-consultant relationship for architectural services, the 'Full Service Architecture & Engineering' column would be completed. (See the instructions on page 4 for more information on sub-consultants.)

An example of the filled in rows is provided on the right hand (shaded) column of Form #2013-1. Design professionals should insert desire to be considered in the appropriate row within the project type subheading. Each row represents a construction cost range for the various project types, and any rows left blank will result in an interpretation by the University that the design professional does not wish to participate in the work of this value range. In this way, design professionals may limit the scope of potential work to suite their business expertise.

To be a valid proposal, this form must include the respondent's company name and include a proper signature and date.

---

**Form #2013-2 Hourly Fees by Job Description**

This form allows all respondents, both DESIGN PROFESSIONALS and OTHER PROFESSIONALS to accept the indicated cost by employee type. The hourly value shown represents the billable hourly rate and includes all costs or multipliers.

To be a valid proposal, this form must include the respondent's company name and include a proper signature and date.

**VII. RFP SCHEDULE:**

The University proposes the following schedule for the designer selection process:

Release of the RFP	<b>May 22, 2013</b>
Registration	<b>May 31, 2013</b> by 5:00 p.m. Fax Registration Form to: 313-577-3747
<b>Mandatory Pre-proposal Meeting</b>	<b>June 03, 2013 at 3:00 p.m. at the Welcome Center, 1st Floor Auditorium, located at 42 West Warren Avenue</b>
Final day / Deadline for Questions	<b>June 7, 2013</b> by 12:00 p.m. to: <b>Paula Reyes, bb2709</b> Copy to <b>Kenneth Doherty, ac0578</b>
Delivery of Proposals (6 Copies)	<b>June 13, 2013 by 2:00 p.m.</b> in the Purchasing Dept., Academic/Administration Bldg., 5700 Cass Avenue, 4 <sup>th</sup> Floor – Suite 4200, Detroit, MI 48202
Short List Announced	Week of <b>July 2013</b>
Presentations	* <b>July 2013</b>
Selection	Week of <b>August 2013</b>
Contract Negotiations and Execution	Week of <b>August 2013</b>

\* The University reserves the right to adjust this date at its own discretion.

No work shall commence until the contract is fully executed.



### VIII. Proposal Requirements:

All firms responding to this RFP must submit complete responses to the applicable information requested in this section and **clearly note any exceptions to any information contained in the RFP**. Proposals are limited to 15 pages total, one sided, and eleven (11) point font. (This is inclusive of all required documents and schedules and any optional material included at the discretion of the respondent, but tab sheets and the cover pages do not count in the overall document count.) Proposals will be evaluated based upon the selection criteria presented in **Section VI**. Proposals must present information in a clear and concise manner, following the format indicated below:

A. **Executive Summary:**

Provide a one page summary describing your understanding of the project, what unique qualities differentiate your firm from others responding to this Request for Proposal.

B. **Firm Contact Information and Firm Overview:**

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

C. **Experience:**

Describe in summary fashion the experience your team has with provision of services similar to the proposed **Service Categories**, by indicating the use, scope, quantity and cost.

D. **Team:**

Identify your company's proposed project team. Include the staff qualifications, resumes, roles and responsibilities that make them ideal candidates to work with WSU.

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

Specify in your proposal whether ownership of your company is a certified M/W/DBE.

F. **Professional Service Contract:**

WSU Contract for Design Professional Service is included in Appendix 2 of this RFP. Firms are required to completely define language amendment requests within their proposals to prevent contract execution delays. Proposals that are silent on this issue will leave the University to understand that no amendments are requested and the contract documents are acceptable as released herein. Steps taken to negotiate amendments that are not in the proposals may result in the University choosing to contract with another candidate partner.

The University intends to award contracts under a limited number vendors by category. Refer to Form 2013-1 for number of vendor slots that the University intends to award.

### IX. Selection and Evaluation Criteria:

The selection committee will review and consider the following:

- Accurate and specific responses to all requests for information as outlined in this RFP.
- The quality and comprehensiveness of responses from interviews for short listed teams.
- The qualifications and experience of firms as provided in the response to this RFP.



- Commitment to M/W/DBEs participation.
- Checks of references provided by the firm.

These criteria are not listed in any particular order.

The University reserves the right to request additional information at any time during the selection process.

Expenses for developing and presenting proposals are considered to be marketing expenses, and shall be the responsibility of the Design Professional and shall not be reimbursed by the University. All supporting documentation submitted with this proposal will become the property of the University and may be subject to Freedom of Information Act disclosure.

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

**X. Schedules to be Submitted with Vendor Proposal:**

<u>Schedule A:</u>	Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement
<u>Schedule B:</u>	Insurance Requirements
<u>Schedule C.1:</u>	Schedules of Fees
<u>Schedule C.2:</u>	Hourly Fees
<u>Schedule D</u>	Summary Questionnaire



**RESPONSE TO WAYNE STATE UNIVERSITY  
REQUEST FOR PROPOSAL  
RFP: Preferred Vendor Relationships for Design and Other Professional Services  
AND TO ANY AMENDMENTS, THERETO**

**DATED: May 22, 2013**

**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.
- Compliance with the Requirements and/or Specifications, 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.
- All of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement.
- The individual signing below has authority to make these commitments on behalf of Supplier.
- 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 **May 22, 2013**, 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 is to pay to any other VENDOR or to any of the aforementioned persons anything of value whatever, and that the VENDOR has not, directly or indirectly entered into any arrangement or agreement with any other VENDOR or VENDORS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

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

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

**CONFLICT OF INTEREST**

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

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

Fax: (\_\_\_\_\_) \_\_\_\_\_

e-mail: \_\_\_\_\_

Tax Payer ID: \_\_\_\_\_

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

\_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

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

## Schedule B - INSURANCE REQUIREMENTS *(Revised 3-12-2012)*

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

### General Requirements

<u>Type of Insurance</u>		<u>Minimum Requirement</u>
1. Comprehensive General Liability	Bodily Injury	\$ 500,000 each person \$1,000,000 aggregate
	Property Damage	\$ 500,000 each occurrence \$1,000,000 aggregate or \$2,000,000 Combined Single Limit (CSL)
2. Comprehensive Automobile Liability (including hired and non-owned vehicles)	Bodily Injury	\$ 500,000 each person \$1,000,000 each accident
	Property Damage	\$ 500,000 each accident or \$2,000,000 Combined Single Limit (CSL)
3. Workers' Compensation (Employers' Liability)	Statutory-Michigan	\$ 100,000
4. Professional Liability Insurance (Errors and Omissions)		\$ 500,000 each occurrence \$1,000,000 aggregate

Such insurance shall include coverage or amendatory endorsements for bodily injury, death or property damage arising out of the discharge, disposal or escape, whether or not sudden or accidental, of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminates, or pollutants into or upon land, the atmosphere or any water course or body of water

### Maximum Acceptable Deductibles

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

### Coverages

1. All liability policies must be written on an occurrence form of coverage.
2. Comprehensive general liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers.
3. The Board of Governors, Wayne State University, shall be named as an additional insured, but only with respect to accidents arising out of said contract.

### Certificates of Insurance

1. Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required coverages 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. Insurance must be issued by a bond/insurance company with an "A rating as denoted in the AM Best Key Rating Guide"
5. Revised certificates must be forwarded to the Office of Risk Management thirty (30) days prior to the expiration of any insurance coverage listed on the original certificate, as follows:

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





## **Schedule C.1 Schedules of Fees**

(download separately from the Website)

[http://www.forms.purchasing.wayne.edu/Building\\_Design.html](http://www.forms.purchasing.wayne.edu/Building_Design.html)



## **Schedule C.2 Hourly Fees**

(download separately from the Website)

[http://www.forms.purchasing.wayne.edu/Building\\_Design.html](http://www.forms.purchasing.wayne.edu/Building_Design.html)



**SCHEDULE D - SUMMARY QUESTIONNAIRE**

**YES                      ALTERNATIVE**

- 1. Can your company **commence services on or before October 1, 2013?** \_\_\_\_\_
- 2. Does your company agree to provide a minimum of **3 references** to the University **upon request**, with specific contact names and phone numbers? \_\_\_\_\_
- 3. **Did you attend the mandatory Pre-Proposal meeting on June 03, 2013?** \_\_\_\_\_
- 4. Did your company provide a certificate of insurance to meet or exceed all our minimum requirements? \_\_\_\_\_
- 5. Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, **Schedule A?** \_\_\_\_\_
- 6. Did your company complete and provide Schedules C.1 and C.2? \_\_\_\_\_
- 7. Please complete the following questions:
  - Total number of employees in your company \_\_\_\_\_
  - Total years in business with this company name \_\_\_\_\_
- 8. Does your company agree to provide financial reports to the University **upon request?** \_\_\_\_\_
- 9. Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account? \_\_\_\_\_
- 10. Are there any conflicts of interest in doing business with the University? 
 \_\_\_ **Yes**  
 \_\_\_ **No**



## APPENDICES

<u>Appendix 1,</u>	WSU Campus Map / Available Parking
<u>Appendix 2,</u>	Registration Form
<u>Appendix 3,</u>	WSU Contract for Design Professional Service

## **APPENDIX 1**

**(Wayne State University Campus Map)**

**See web site:**

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

**A detailed list of Cash & Coin operated lots can be viewed at  
[http://purchasing.wayne.edu/cash\\_and\\_credit\\_card\\_lots.php](http://purchasing.wayne.edu/cash_and_credit_card_lots.php)**

**REGISTRATION/INTENT FORM**

**RFP: Preferred Vendor Relationships for Design and Other Professional Services /Paula Reyes**

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, **June 03, 2013 at 3:00 p.m.** and your intent to submit a proposal for the services listed. Please type or print the information requested below, then **fax to attention Ms. Pat Milewski at (313) 577-3747 by, May 31, 2013, 12:00 noon.**

**VENDOR Name:** \_\_\_\_\_

**VENDOR Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

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

**Fax:** ( \_\_\_\_\_ ) \_\_\_\_\_

**E-mail** \_\_\_\_\_

**YES** \_\_\_\_\_ **I will be attending the mandatory Pre-proposal meeting on June 03, 2013**

**Location:** Welcome Center  
42 West Warren Avenue,  
1st Floor Auditorium  
Detroit, MI 48202

**Time:** 3:00 p.m.

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

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

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

**Paula Reyes**  
**Strategic Sourcing Manager**

**CONTRACT FOR DESIGN PROFESSIONAL  
SERVICES PROFESSIONAL SERVICES**

**CONTRACT TEMPLATE**

# WAYNE STATE UNIVERSITY

**MASTER AGREEMENT AND  
CONTRACT FOR PROFESSIONAL SERVICES  
AS A  
PREFERRED VENDOR-DESIGN AND PROFESSIONAL SERVICES**

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between:

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

and

**Name\_of\_Consultant**  
**Address\_of\_Consultant**

regarding

Preferred Vendor  
Design & Professional Services

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

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

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

#### Article 1: Scope of Engagement

- 1.1 The Consultant shall provide professional services under Wayne State University's Preferred Vendor Design and Professional Services Program for (enter\_description) in accordance with this agreement, including the proposal dated (enter\_date) attached here to as Exhibit A and made a part hereof except (enter\_exceptions\_here) "If Exceptions are not given, enter a period after hereof and delete from except . . ." In the case of conflicts between the contract and the Consultant's proposal, the language of this contract shall prevail.
- 1.2 The Consultant shall provide, furnish and perform all necessary labor and services and furnish all necessary supplies, materials and equipment required to complete the work.
- 1.3 The Consultant shall perform all design work in accordance with the Wayne State University Construction Design Standards in effect as of the date of the execution of this contract. Deviations from the Construction Design Standards not authorized by the University in writing will be considered design errors.

#### **Article 2: Term**

- 2.1 The Consultant shall commence the work upon receipt of a fully executed Agreement, and individual project purchase order and shall complete the same in accordance with the time schedule set forth therein and shall complete all services pursuant to this agreement.
- 2.2 This Master Agreement for Preferred Vendor-Design and Professional Services shall terminate on September 30, 2018.

#### **Article 3: Compensation and Method of Payment**

- 3.1 The University shall pay the Consultant for its services under this agreement in accordance with the fee schedule attached as Exhibit A.
- 3.2 The Consultant shall submit an invoice to the University on a monthly basis. These invoices shall be in form and detail as required by WSU, but shall at a minimum include the name, position, hours worked, and hourly rate of pay for each person included in the invoice cost. Materials shall be listed by category with supporting documentation as necessary to establish the cost of a nonscheduled item, or the units used in the unit cost of a scheduled item. The Consultant shall maintain, at the office preparing the invoice, sufficient records to fully support each invoice. Such records shall be available for inspection during normal working hours by WSU or its designee.
- 3.3 Within forty-five (45) days of receipt of an invoice, WSU shall pay the full amount of the invoice. Should any part of the invoice be in dispute, WSU shall be entitled to withhold payment of that portion of the invoice until the disputed item is resolved. Any such dispute shall be considered a priority issue for both the Consultant and WSU and every effort shall be used to resolve the dispute expeditiously.

#### Article 4: Standard of Performance

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

#### Article 5: Ownership of Documents

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

#### Article 6: Confidentiality

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

- 6.4 The Consultant further agrees to reveal confidential information, only to such of its employees, agents or other representatives as are obligated to maintain and protect the confidentiality thereof in accordance with this Agreement. The Consultant assumes the responsibility that its employees, agents and other representatives will preserve the secrecy of such confidential information with respect to third parties.

#### Article 7: Safety and Security

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

#### Article 8: Save Harmless

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

#### Article 9: Insurance

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

such insurance coverage, and shall require its insurers to immediately notify WSU in writing of any proposed change or cancellation of such insurance or if the amount of the aggregate available for claims by WSU falls below the amounts set forth above.

#### Article 10: Audits and Records

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

#### Article 11: Termination

11.1 WSU reserves the right to terminate the project at any time. Upon termination, WSU shall reimburse the Consultant for all actual expenses and charges outstanding at the time of termination. In addition, WSU shall pay the Consultant cancellation charges applying to materials and/or equipment on order and/or on rental at the time of termination which cannot be canceled.

11.2 The Consultant shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### Article 12: Notices

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

#### Article 13: Nonassignment

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

#### Article 14 – Dispute Resolution

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

14.2 In any claim or dispute by the Consultant against the University, which cannot be resolved by negotiation, the Consultant shall submit the dispute in writing for an administrative decision by the University's Vice President for Finance and Administration, within 30 days of the end of negotiations. Any decision of the Vice President shall be made within 45 days of receipt from the Consultant and is final unless it is challenged by the Consultant by filing a lawsuit in the Court of

Claims of the State of Michigan within one year of the issuance of the decision. The Consultant agrees that appeal to the Vice President is a condition precedent to filing suit in the Michigan Court of Claims.

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

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

14.3.2 The Consultant submits the dispute in writing to the Vice President.

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

#### Article 15: Miscellaneous

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

15.2 All written communications from the Consultant shall be addressed to WSU. The Consultant shall only take instructions from the person or persons who from time to time are authorized in writing by WSU to give the same.

15.3 The work shall be performed by the Consultant in such a manner and at such a time so as not to interfere with or interrupt the operations of WSU.

15.4 This Agreement shall be subject to and governed by the laws of the State of Michigan. The Consultant shall exercise usual and customary professional care in its efforts to comply with all applicable local, county, state, and federal codes, rules, regulations, and orders, in effect as of the date of the execution of this Agreement.

15.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

15.6 This Agreement may not be modified except by written amendment executed by the parties hereto.

15.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

15.8 This Agreement supersedes all previous agreements between WSU and the Consultant concerning this work.

15.9 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute and be one and the same Agreement.

15.10 In the performance of the services under this Agreement, the Consultant shall be an independent contractor, maintaining complete control of Consultant's personnel, subcontractors, and operations. As such, the Consultant shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes, and any similar taxes relating to the performance of this Agreement. The Consultant, its employees and agents, shall in no way be regarded nor shall they

act as agents or employees of WSU.

- 15.11 The Consultant covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or physical handicap, unless pursuant to a bonafide occupational qualification. Breach of this covenant may be considered a material breach of the contract. By acceptance of this order, the Consultant certifies that it will comply with all applicable provisions of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations at 41 CFR Chapter 60.
- 15.12 In the event that any term or provision of this Agreement conflicts with any other provision of the attached proposal, this Agreement shall control.

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

**CONSULTANTS\_NAME**

WAYNE STATE UNIVERSITY

By: \_\_\_\_\_  
Signature

by: \_\_\_\_\_  
signature

Name: \_\_\_\_\_  
Print or type name here

Name: Richard J. Nork

Title: \_\_\_\_\_

Title: Vice President for Finance and  
Business Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM CONTRACT APPROVED BY OGC 11/25/98  
Rev8\_5\_14\_2012\_RGP



## APPENDIX 4

**NOT APPLICABLE**

See web site:

*[http://www.forms.purchasing.wayne.edu/Building\\_Design.html](http://www.forms.purchasing.wayne.edu/Building_Design.html)*