

**LANSING SCHOOL DISTRICT
CUSTODIAL, GROUNDS, AND
MAINTENANCE/REPAIR SERVICES
BID# SO-1795**

REQUEST FOR PROPOSALS (“RFP”)

January 3, 2024

I. SUBMISSION DEADLINE AND PROPOSAL REQUIREMENTS

The date and time for receipt of Proposals is:

February 6, 2024, at 2:00 p.m. ET

1.1 Proposal Envelope. An opaque, sealed envelope containing your Proposal, and any other supporting data to be submitted therewith, must be marked in the lower right hand corner with the following description:

LANSING SCHOOL DISTRICT
CUSTODIAL, GROUNDS AND MAINTENANCE/REPAIR SERVICES RFP
[PROPOSER'S NAME]
[PROPOSER'S ADDRESS]
[PROPOSER'S TELEPHONE NUMBER]

The envelope must be addressed and delivered to:

Lansing School District
Attention: Kristina Tokar
Chief Operating Officer
519 W Kalamazoo
Lansing, Michigan 48933

1.2 Late Proposals. Each Proposer is responsible for timely submission of its Proposal. Proposals or revisions to Proposals received after the date and time specified above may be rejected for consideration by the School District. Any rejected proposals will be returned to the Proposer unopened. The School District is not liable for any delivery or postal delays.

1.3 Original Proposal and Copies. Each Proposal must be an original and hard copy, and signed by an authorized member of the Proposer's firm. Oral, telephonic, telegraphic, facsimile, or email Proposals will **NOT** be accepted. Along with the original, signed Proposal, the Proposer shall also submit two (2) hard copies of the Proposal plus an electronic copy on a flash-drive.

1.4 Opening of Proposals. The Proposals will be opened at the date and time stated above, by the Chief Operating Officer and/or such other School District administrator authorized by the Board of Education. No immediate award decision will be rendered at the time of Proposal opening. Proposals will not be reviewable by the public, nor disclosed to unauthorized persons, prior to Proposal opening. However, after Proposal opening, all Proposals shall be open to public inspection, subject to any applicable disclosure prohibition under Michigan law.

1.5 RFP Clarifications and Addenda.

1.5.1 *Intent to Respond.* Each Proposer who intends to submit a Proposal in response to this RFP may submit, via email, an "Intent to Respond" to Kristina Tokar at kristina.tokar@lansingschools.net. An Intent to Respond shall include the name of the Proposer, the name of the contact person, and that person's email address. The School District intends to use such contact information to communicate with Proposers via email, including with respect to potential future RFP clarifications and addenda. Those Proposers who fail to properly provide an Intent to Respond are not precluded from bidding; however, they may not receive responses to requests for clarification or addenda and shall be solely responsible for verifying the existence of any such clarifications and/or addenda, and further bear full responsibility for picking up a physical copy of the same from the School District's administration offices.

1.5.2 *Requests for Clarification.* Proposers must examine this RFP and otherwise satisfy themselves as to the scope of the RFP and their respective responses. After submission of proposals, the School District will not entertain any complaint or claim that the terms of the RFP were misunderstood, and by submission of a proposal

each Proposer thereby waives such complaints or claims. Proposers may request clarification of information within the RFP. All such requests shall be made in writing to Lansing School District at the street address and/or email address given above. A written response to all written requests for clarification will be made within five (5) business days after the receipt of such requests. No requests for clarification will be accepted after 5 pm ET on January 19, 2024. The responses to any requests for clarification will be provided to all Proposers using the contact information provided through the Proposer's Intent to Respond or are otherwise on record with the School District as having received an RFP. Proposers that have not provided an Intent to respond bear the responsibility for picking up a physical copy of the same from the School District's administration offices. See **Attachment E** for form to request clarification.

1.5.3 *Addenda*. If it becomes necessary to revise any part of the RFP, by addition, deletion, clarification, or correction, notice of the revision will be emailed to those Proposers providing an Intent to Respond and otherwise available to all other Proposers for pickup of a physical copy of the same from the School District's administration offices. The School District may, but shall not be required to, deliver addenda by regular mail or other method. All addenda shall become a part of the RFP. No Addenda shall be issued after 5 p.m. ET on January 26, 2024. Each Proposer bears responsibility for confirming prior to submitting a Proposal that s/he has received all issued Addenda. To avoid miscommunication, each Proposer should acknowledge all addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.

1.5.4 *Availability*. Copies of this RFP and any associated addenda may be received from the School District's administration offices between the hours of 9:00 a.m. and 4:00 p.m., January 3, 2024 through February 7, 2024, prior to the time and date specified above for the submission of Proposals.

1.6 RFP/Proposal Information Controlling. Each Proposer shall prepare its Proposal based only on the information contained in this RFP, notwithstanding any information that may have been previously provided to, or alternately obtained by, a Proposer. No Proposer should have any communication with Board of Education members, District Administration, or school staff; other than those who have been designated by the District during the RFP process. A Proposer noting any inconsistency between the information contained in this RFP and any information previously or alternately obtained should submit a request for clarification. No information communicated orally or in writing to or from a Proposer shall be effective unless confirmed in writing in this RFP, an addendum to this RFP, a request for clarification response, or other another formal written response associated with the RFP.

1.7 Bonding and Security. Each Proposal must be accompanied by a bid bond, certified check, or irrevocable letter of credit (collectively, "Good Faith Deposits") in an amount of five percent (5%) of the first year's proposed contract sum as a guarantee of the Proposer's good faith. If a bid bond is posted by a Proposer, it shall be from a surety licensed to do business in the State of Michigan and the attorney-in-fact who executes the bid bond on behalf of the Proposer shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to "Lansing School District," and the School District shall not be liable for any interest thereon. The security, in whatever form, shall be forfeited in its entirety as liquidated damages, and not as a penalty, if the Proposer withdraws its Proposal after the due date for submission of Proposals or, upon acceptance of its Proposal by the School District, Proposer fails to execute the Form of Contract, including the provision of insurance and bonds acceptable to the School District, within thirty (30) days of an award of the Contract to Proposer. Good Faith Deposits shall be returned to all Proposers within a reasonable time after the award and execution of a Contract by the successful Proposer.

1.8 Reservation of Rights. It is the intent of the School District to award any Contract in due course after a reasonable period of time to evaluate Proposals in light of the RFP requirements. The School District reserves the right to waive any irregularity in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer(s) submitting the lowest bid. The School District reserves the right to request additional information from any or all Proposers, including an oral interview to discuss, clarify, and answer any questions regarding the Proposal. The School District reserves the right, in its sole discretion (for this provision and for all other provisions contained in this

RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. Grounds for rejection of Proposals may include, but are not limited to:

- Failure of Proposal to conform to RFP requirements
- Submitting a Proposal imposing conditions which would modify the terms and conditions of the RFP or limit the Proposer's liability to the School District on any awarded contract
- Submitting a Proposal determined by the School District to be unreasonable in price
- A Proposal is received by a Proposer determined by the School District not to be a responsible Proposer
- Failure to furnish a bond or security as required by the RFP
- Any other reason deemed relevant by the School District and which is consistently applied

1.9 Release of Claims. Each Proposer submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and the selection of a contractor.

1.10 Proposer Bears Costs of Proposal. A Proposer is responsible for any and all costs it incurs (or that are incurred by others on its behalf) in preparing or submitting a Proposal, in otherwise responding to this RFP, or in any negotiations incidental to its Proposal or this RFP. Also, if selected, any start-up costs are included in the bid amount.

1.11 Modification or Withdrawal of Proposals.

1.11.1 Proposals submitted early may be modified or withdrawn prior to the submission deadline. Any modified or resubmitted Proposal shall be submitted in the same fashion as required by this RFP and shall be worded so as not to reveal the amount of the original proposal sum.

1.11.2 Proposals submitted and not timely modified or withdrawn shall be irrevocable for a minimum period of ninety (90) calendar days following the submission deadline.

1.12 Collusive Bidding and Relationship Disclosure.

1.12.1 The Proposer certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

1.12.2 The Proposer shall submit a Familial Relationship Disclosure in substantially the form attached to this RFP as **Attachment A**.

1.12.3 The Proposer shall submit a certification pursuant to the Iran Economic Sanctions Act in substantially the form attached to this RFP as **Attachment B**.

1.13 Pre-Bid Walk of Facilities.

1.13.1 The School District may conduct a pre-bid walk of a selected representation of District facilities on a date stated in Section 2.1 herein. The pre-bid walk of the facilities is mandatory for all Proposers and *no other walks will be guaranteed*. Proposers should obtain permission not to participate for only emergency reasons and will still be held accountable and responsible for missed information. The Proposer may ask questions about the facilities, equipment and the RFP during such walk, answers to which may be given immediately or at a later date in accordance with the process described above. If a Proposer does not attend any such pre-bid walk-through, it shall provide along with its proposal an explanation why the School District should be confident that Proposer understands the scope of work to be provided pursuant to this RFP.

1.13.2 The School District reserves the right to reject the proposal of any Proposer failing to attend any such pre-bid walk and failing otherwise to explain in writing why the Proposer has at least equivalent knowledge of the School District's facilities and requirements as other Proposers who attended the walk-through.

II. SELECTION TIME LINE, CRITERIA, AND EVALUATION

2.1 Proposed Schedule. The RFP shall be released and considered on the following schedule:

Release of RFP	1/3/2024
Pre-Bid Conference & Walk-Through	1/17/2024 8:00 AM
Deadline for Requests for Clarification	1/19/2024
Addenda Release (if any)	1/26/24
Proposals Due (date and time)	2/6/2024 @ 2:00 PM
Proposer Interviews	Week of 2/12/2024
Notification of Finalist	2/28/2024
Award of Contract	3/21/2024
Commencement of Services	7/1/2024

With the exception of the deadline for Proposal submission, the School District reserves the right, in its sole discretion, to change or eliminate any or all portions of the above-identified selection timeline as it determines to be in its best interest, with or without notice to Proposers.

2.2 Proposal Information.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the School District to determine the Proposer's overall qualifications. Each Proposal shall include the information identified below and any other information required by this RFP, but may also include any other information that the Proposer feels is significant with respect to the School District making an informed decision relative to the Proposal.

2.2.1 Bid security as required by Section 1.7.

2.2.2 Original bid document and copies as required by Section 1.3.

2.2.3 The Proposal shall include a cover letter, including a brief executive summary, the legal name of the Proposer, and a statement of whether the Proposer is a sole proprietor, a partnership, corporation, or other legal entity. The cover letter shall be on company letterhead and signed by a person authorized to bind the Proposer in contract.

2.2.4 The Proposed Contract Sum shall be identified on, and in compliance with, the Proposal Form attached hereto as **Attachment C**.

2.2.4.1 The Proposed Contract Sum shall be identified as a total dollar amount, but the Proposer shall provide an adequate explanation how its costs have been computed.

2.2.4.2 Alternative pricing *shall* be provided for all of the following:

2.2.4.2.1 The additional cost of providing services for three additional one-year Terms, which may be authorized at the School District's sole option.

2.2.4.2.2 The additional cost of providing a performance bond as further discussed in Section 2.4.4.

2.2.4.2.3 The reduced cost of using the School District's existing supplies, materials and equipment.

2.2.4.2.4 The reduced cost of having the School District procure and provide all necessary future materials and equipment (in addition to the reduced cost of using the School District's existing materials and equipment).

2.2.4.3 Other pricing methods and alternates may be considered, but only if the Proposer is first considered responsive to the pricing requirements identified above.

2.2.5 The Proposer's representative shall attest to the following: (a) Proposer has read and understands the RFP and project requirements and the Proposal is made in accordance therewith, (b) Proposer warrants that it is familiar with the buildings, grounds, and scope of work to be performed, and (c) Proposer's price is based upon all required work, personnel, supplies, materials and equipment described in the RFP and in accordance with all terms and conditions without exception.

2.2.6 The Proposer shall submit a statement of the Proposer's qualifications, including any evidence that it is currently providing custodial, grounds, and/or maintenance/repair services for other K-12 school districts of similar size and scope as the School District, particularly identifying outstanding custodial and/or grounds and/or maintenance/repair service contracts.

2.2.7 If applicable, the Proposer shall acknowledge in writing all Addenda received and reviewed prior to submission of its Proposal.

2.2.8 The Proposal shall include background information and qualifications of the personnel who will be involved with the School District, including a list of proposed management staff, describe the chain of command and reporting relationships, and include an organizational chart (including where any School District liaison or representative would be placed).

2.2.9 The Proposer shall acknowledge the at-will status of management and staff as further described herein.

2.2.10 The Proposer shall provide a list of training programs, if any.

2.2.11 The Proposer shall describe in detail its experience with respect to the conversion of custodial, grounds, and/or maintenance/repair services from a local, public school district and/or its current contractor to a contracted service provider, as well as the proposed transition plan to be used for the School District. The Proposer shall further describe how it will assist the School District in this regard and its customer relations philosophy with respect to the same.

2.2.12 The Proposer shall provide a list of at least three (3) references, including contact names, addresses, and phone numbers, length of time in service, and square footage of applicable facilities from separate entities, particularly including, if applicable, separate entities who have contracted with Proposer to convert from school-provided custodial, grounds, and/or maintenance/repair services to a contracted service custodial, grounds, and/or maintenance/repair program or from one contracted service provider to another.

2.2.13 The Proposer shall provide evidence of its ability to furnish insurance required by this RFP and its financial stability, including an audited financial report for the three most recent fiscal years.

2.2.14 The Proposer shall acknowledge and agree to comply with all applicable federal, state, and local laws, rules, regulations, licenses, codes, ordinances and policies that apply to Michigan public schools. Without limiting the breadth of the foregoing, the Proposer shall agree to comply, at its cost, with the requirements for criminal history and background checks conducted or facilitated by the School District as required by the Revised School Code.

2.2.15 The Proposer shall provide a list of all litigation, arbitrations, mediation and/or regulatory proceedings for the past five years related to Proposer's provision of custodial, grounds, and/or maintenance/repair services, provision of supplies, materials and equipment with respect to same, working conditions, employment practices, and mistreatment of pupils or others. It is not contemplated that workers compensation or unemployment proceedings be disclosed pursuant to this section.

2.2.16 The Proposer shall provide a written schedule identifying the number of employees designated per building for each day and the number of hours each employee will work therein. The Proposer shall also provide the number of reserve staff available to meet minimum staffing requirements, including skilled trades staff (*e.g.*, boiler tech, electrician, plumber, etc.). Such information shall be considered the minimum acceptable number of employees and hours per employee upon award of the Contract.

2.2.17 The Proposer shall specifically identify by RFP numerical section, category, and topic if they have any individual issues, objection or requested exception for compliance with a specific RFP expectation, requirement or identified item to be withheld from the contract. Proposer shall explain any and all objections, requested exceptions, or non-compliance with the requirements of this RFP and the form of Contract. The failure to specifically identify and explain an objection or exception shall be deemed an express agreement by the Proposer to be bound by the terms of the RFP and/or Contract.

2.3 Evaluation of Proposals. The purpose of this RFP is to consider a contractual relationship with an experienced and qualified custodial, grounds and maintenance/repair service provider to provide complete custodial services, grounds maintenance, and maintenance / repair services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining high performance standards and reliability. It is acknowledged that every aspect of the operation may not be detailed in this RFP. The Proposer must document its expertise, experience, and approach based on its understanding of the School District's requirements.

2.3.1 The School District shall have the right to take such steps as are necessary to determine the ability of the Proposer to perform the work in a prompt and efficient manner in accordance with the RFP. In determining the qualifications and responsibilities of the Proposer, the School District shall take into consideration those criteria listed in Section 2.2 and any other consistently applied information the School District deems necessary.

2.3.2 The School District reserves the right, but shall not be obligated, to select one or more Proposers for post-Proposal discussions and negotiations. Such discussions and negotiations, if they occur, will involve only Proposers who submit Proposals falling within a competitive range to be determined by the School District. Proposals will be generally evaluated based on quality of response to this RFP, apparent capability of Proposer in the areas of management, business stability, routing, and human resources, and cost.

2.3.3 The School District reserves the right to reject any and all Proposals and to waive all informalities and/or technicalities where the best interest of the School District may be served, including the right to award a Contract without further discussion or negotiation with one or more Proposers.

2.4 Contract Award and Requirements.

2.4.1 A Contract may be awarded on the Proposal as submitted, with the Contract in substantially the form attached hereto as **Attachment D**, except that the School District may elect in its sole discretion the terms of the same including but not limited to technical performance or price, or both, with Proposers whose Proposals fall within a competitive range as defined by the School.

2.4.2 The award of a Contract is contingent upon securing an acceptable Proposal, as determined within the School District's sole discretion. A contract between the School District and the Proposer shall come into existence and be binding and enforceable only upon the following conditions: (a) successful negotiation of terms in accordance with Section 2.4.1, if applicable; (b) execution of a Contract reduced to writing as contemplated by Section 2.4.1; and (c) authorization by the School District's Board of Education. A contract shall not exist between a Proposer and the School District merely because a Proposer has submitted a conforming Proposal and the School District's Board of Education has accepted the Proposer's Proposal. The Contract shall only come into existence when the Contract document between the School District and the Proposer contemplated under Section 2.4.1 is executed by both parties and approved by the School District's Board of Education.

2.4.3 The Contract shall be for an initial three (3)-year term, commencing July 1, 2024, and concluding June 30, 2027 with the School District having the right to renew the Contract, in its sole and absolute discretion, on a yearly basis. *In addition to the period described above*, Proposers may submit a supplemental alternate for a different time frame. The Contract shall be terminable upon thirty (30) days' written notice from the School District with or without cause.

2.4.4 Any selected Proposer may be required to provide a performance bond in an amount equal to one hundred percent (100%) of the Proposed Contract Sum. The decision to require a performance bond rests solely with the School District. The School District will allow for an additional cost for the performance bond, but only if the Proposer identified such additional cost as an add-alternate in its Proposal, as required above. If required, the bond shall be written by a surety licensed to do business in the State of Michigan, in a form acceptable to the School District and shall be delivered to the School District prior to the commencement date of performance. The School District reserves the right to negotiate the terms of the performance bond, for example, to base the cost on only the first year of service.

2.4.5 Insurance.

2.4.5.1 The Proposer shall insure jointly the liability of itself, the School District, and the School District's duly authorized representatives for damage to property or injury to persons which arise as a result of the Contract and the related duties of the Proposer. Such insurance shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Michigan. Proof of such insurance, a statement of coverage limits and a copy of the applicable policy shall be provided to the School District prior to execution of the Contract. Failure to do so shall be a justifiable basis to act against the Proposer's bid security.

2.4.5.2 The Proposer shall maintain insurance coverage satisfactory to the School District, including with respect to coverage limits and deductibles, and as set forth below during the term of the Contract. The Proposer shall furnish evidence thereof to the School District not less than thirty (30) calendar days before coverage is required and services are scheduled to begin pursuant to the Contract. Such evidence shall be in the form of a certificate of insurance issued to the School District and shall include a minimum of sixty (60) days notification to certificate holders of cancellation or change in the policy or insurance provider, and shall be extended to include the School District as an additional insured. The proposed insurance provider(s) must be recognized to do business in the State of Michigan.

2.4.5.3 The Proposer shall maintain such general liability insurance that will protect the Proposer from any claims for damages for personal injury, including death, and damage to property that may arise from operations under, related to, or about the Contract.

2.4.5.4 The Proposer shall maintain such workers' compensation insurance as will protect the Proposer from claims that may arise from operations under, related to, or about the Contract.

2.4.5.5 The following types of insurance, limits of liability, and policy extensions are required of the Proposer and (except for limit) all sub-contractors:

Workers Compensation and Employers Liability Insurance:

Coverage A – Statutory

Coverage B – \$1,000,000 Per Accident

Broad Form Comprehensive General Liability Insurance (including – Premises, Contractual, Products & Completed Operations – Including Broad Form Extensions):

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations	Aggregate \$3,000,000

Personal Injury & Advertising Injury \$1,000,000
 Fire/Legal \$1,000,000

Comprehensive Automobile Liability Insurance (owned, hired, and non-Owned automobiles):

Bodily & Property Damage \$1,000,000 Combined Single Limit

Crime/Employee dishonesty coverage including 3rd party theft \$500,000

The Proposer shall not commence work under the Contract until all insurance stated in this RFP is obtained and the School District has received and reviewed all associated insurance policies.

2.4.6 The Contract shall incorporate the terms of, and the accepted portions of the Proposer's responses to, this RFP, subject to: (a) the School District's ability, in its sole and absolute discretion, to negotiate the Contract's terms, and (b) any specific objection or exception to the Contract's terms as identified and explained in writing by the Proposer pursuant to Section 2.2.17 and expressly accepted by the School District. In the event of any inconsistency between the Contract and the RFP and response, the greater quantity and/or quality of service shall be contractually required of the Proposer. Any submitted Proposal is an offer to enter into a contract based upon the foregoing.

III. SCHOOL DISTRICT PROFILE AND OVERVIEW

LANSING SCHOOL DISTRICT PROPERTIES

Property Name	Street Address	Building Sq Ft	Total Acreage	Mowable Acreage	Student / Staff Count
*Brad Street (near Attwood)	<i>Vacant Land</i>	NA	0.08	NA	NA
*Glenburne Boulevard	<i>Vacant Land</i>	NA	6.01	6.01	NA
Glenburne Boulevard/Paramount Coffee	<i>Vacant Land</i>	NA	61.01	NA	NA
*Northwestern/Demolished/Land Only	<i>2908 Andrew Avenue</i>	NA	6.2	6.2	NA
*Piper Avenue	<i>Vacant Land</i>	NA	0.15	0.15	NA
*West Allegan Street (near Riddle)	<i>Vacant Land</i>	NA	0.09	.99	NA
Otto Middle School – land only	500 East Thomas Street	NA	18.55	15	NA
Wainwright Pedestrian Crossing	Risdale Avenue	NA	0.03	NA	NA

ADMINISTRATIVE / NON-SCHOOL EDUCATIONAL

Administration Building	519 West Kalamazoo Street	42,777	3	1	0 / 105
Ebersole Environmental Education & Conference Center	3400 Second Street	30,000		NA	0 / 5
Eva Evans Welcome Center/Elmhurst	2400 Pattengill Avenue	46,056	10	7.8	0 / 34
Mt Hope Church	301 W Jolly Road	7115	5	4	NA
Halik Center - Wainwright	4200 Wainwright Avenue	41,332	6.42	4.49	0 / 38

ATHLETIC FACILITIES

Don Johnson Field House / Fields	400 North Pennsylvania	58,150	38	35	NA
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Property Name	Street Address	Building Sq Ft	Total Acreage	Mowable Acreage	Student / Staff Count
RENTAL PROPERTY					
Capital Area District Library	123 West Kalamazoo Street	73880	1	NA	NA
Reo Elementary	1221 Reo Road	31,425	25.7	NA	NA
Harley Franks	2924 Newark	28,794	7.2	3.9	30 / 5
Vehicle Maintenance Center	1617 Sam's Way	9824	12.87	NA	NA
Wohlert Farms	East State Road	NA	94.63	NA	NA

WAREHOUSE

Physical Plant/Service Center	1717 Sam's Way	81,000	10.8	1	0 / 0
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SCHOOLS

Attwood New Tech.	915 Attwood Drive	37,180	8.24	5.8	462 / 39
Averill New Tech.	3201 Averill Drive	35,756	8.9	5.3	322 / 31
Beekman Center	2901 Wabash Road	111,285	52	9.5	166 / 67
Cavanaugh STEAM	300 West Cavanaugh Road	30,410	24.63	7.4	309 / 31
Cumberland Elementary	2801 Cumberland Road	31,682	6.31	4.3	323 / 38
Dwight Rich School of the Arts	2600 Hampden Drive	203,562	26.4	13	638 / 77
Eastern High School	626 Marshall Street	210,000	22.66	11.64	893 / 102
Everett High School	3900 Stabler Street	305,458	55.52	50.68	1107 / 134
Forest View Elementary	3119 Stoneleigh Drive	35,357	20.01	8.2	326 / 35
Gardner International	333 Dahlia Drive	203,954	56	16.26	939 / 88
Gier Park Elementary	401 East Gier Street	36,241	5.27	3.6	361 / 29
Hill Center - Lansing Tech High School, CTE Program, Leases, Admin	5815 Wise Road	299,704	55.84	1	73 / 48
J.W. Sexton High School	102 McPherson Avenue	245,675	33	18.26	728 / 97
Kendon Elementary	827 Kendon Drive	32,390	8.52	7.9	91 / 19
Lewton Spanish Immersion - closing Fall 2026, reopening Fall 2027	2000 Lewton Place	37,324	6.67	4.5	324 / 34
Lyons Elementary	2901 Lyons Avenue	25,715	5	2.6	292 / 26
Mt. Hope School – reopening Fall 2025	1215 East Mount Hope Avenue	57290	4	1	0 / 0
North Elementary	333 East Miller Road	65,162	17.01	9.2	363 / 45
Pattengill Magnet School	815 N. Fairview Avenue	81,000	10	5	657 / 61
Pleasant View	4501 Pleasant Grove Road	39,676	7.89	3.9	90 / 26
Post Oak International	2320 Post Oak Lane	40,803	6.48	4.2	470 / 43
Willow @ Riddle; closing as a school when new Willow opens 2026	221 Huron Street	39,688	5.7	3.8	304 / 31
Sheridan Road STEAM	16900 North Cedar Street	39,960	8.5	4	366 / 36
Wexford Montessori	5217 Wexford Road	38,071	6.86	4.8	364 / 44
Willow - closed for demolition / rebuild - reopening Fall 2026	1012 West Willow Street	*	12.48	4.7	0 / 0
Mt Hope @ Woodcreek Montessori	4000 Woodcreek Lane	43,462	4.86	2.8	218 / 30

Students/Staff 2023/2024 Enrollment 11,072 students / 1,426 staff
(Total number may include on-line students and/or staff not in Lansing School District properties)

IV. DESCRIPTION OF SERVICES

4.1 Generally. Proposer shall, during the term of the Contract, furnish all management, supervision, supplies, equipment, services, and necessary insurances required to provide all School District custodial and grounds services and School District maintenance and repair services in accordance with this RFP and at least at the same or similar service level as currently provided by the School District, including:

4.1.1 The selection, evaluation, training, compensation, and retention of custodial/grounds/maintenance/repair employees, including all necessary management and clerical personnel.

4.1.2 Effective communication with the School District, including, but not limited to, the School District's administration, Board of Education and, as directed by the School District, with parents, students, and the community.

4.1.3 Continuous analysis of the custodial/grounds/maintenance/repair operations of the School District in order to effectively manage costs, while maintaining service levels in accordance with School District policy and safety protocol. The Proposer shall identify and recommend for implement operational efficiencies that will lead to cost reductions for the School District. Any such recommended efficiencies shall not be implemented unless approved by the School District Superintendent or designee.

4.1.4 Proposer and its employees are required to, and shall at all times, comply with any and all standards, regulations, codes and laws of federal, state, and local governments, including but not limited to the handling of materials, licensing and permitting requirements, privacy issues, student record issues and any other issues arising out of the services provided pursuant to the Contract. Further, the Proposer and its employees must know and abide by the applicable policies of the School District, including, by way of example only, policies related to sexual harassment and smoking. As mandated by the Revised School Code, criminal history and criminal record checks must be done on all employees providing services under the Contract, which costs shall be borne by the Proposer. Without limiting any other indemnification provision(s) herein, the Proposer shall indemnify and hold harmless the School District for any injuries or damages arising out of the failure to comply with applicable laws and policies. Without limiting the breadth of the Proposer's obligation to comply with law, it is specifically required that any maintenance or repair work requiring electrical, plumbing or other licensed service shall be performed by fully and appropriately licensed individuals. The School District will receive copies of all required permits, inspection reports, licenses, records, etc. as part of the care and maintenance of District facilities and grounds.

4.1.5 The District will maintain vendor accounts and make purchases of vehicles and heavy equipment that shall remain the property of the School District. The Proposer shall be responsible for purchasing all cleaning supplies, materials and light equipment needed to perform pursuant to the contract. However, prior to all chemicals and/or hazardous materials / products being purchased used, applied, or stored within the School District facilities or properties, copies of SDS documentation should be provided to the School District for approval.

4.1.6 The Proposer will hold specialized third party contracts such as Integrated Pest Management, Elevators, Boilers, Generators, Hazardous Waste Management, etc. Prior third party contracts include, but may not be limited to, the following companies: Rose Pest Control, Kone, S.C. Technology, Summit Contractors, Boynton Fire, National Time, F.D. Hayes, Gunthorpe, John E. Green, Lansing Glass, Johnson Controls, Delau Fire, Aquatic Source, Aaron's Plumbing, Cummins, Miracle Playground Equipment, and Sinclair Recreation. The Proposer shall be responsible for coordinating and overseeing such third party contracts. The District shall have the authority to reasonably reject Proposer's recommended third party contractor, and in the event of such

rejection Proposer shall offer an alternative third party contractor. Except as specified elsewhere in the RFP, Proposer shall bear the costs related to specialized third party contracts

4.2 Management.

4.2.1 The Proposer shall provide management staff to coordinate all Proposer functions described in the RFP. These staff members shall ensure that the School District's custodial/grounds/maintenance/repair needs are smoothly and efficiently met. The Proposer must employ or subcontract with qualified individuals who will be able and available to meet the School District's custodial/grounds/maintenance/repair needs. The Proposal shall include a list of the proposed management staff, including telephone numbers where they can be reached at all times and email addresses. A return call shall be made within thirty (30) minutes of the time the call is placed. The Proposer shall be responsible for the cost of all phones (and, if applicable, computers), as well as ensuring their acceptability for the requirements set forth herein.

4.2.2 Management staff must: (a) have the ability to access and use a computer for routine tasks, (b) be authorized to act as the Proposer's agent in all communications related to the Contract and RFP, (c) have experience supervising cleaning, maintenance and repair staff, (d) have authority to schedule working hours, assignments, and cleaning procedures, (e) cooperate with School District administrators, and (f) be available for inspections, upon request, at times other than normal working hours.

4.2.3 Once assigned, an on-site manager shall not be removed by Proposer without prior written consent of the School District. The Proposer shall, on the written direction of the School District, remove and replace any and all proposed management staff from the provision of services to the School District under the Contract. The Proposer must dedicate at least one on-site manager with appropriate experience to act as the Proposer's agent at all times.

4.2.4 The Proposer's management staff shall advise the School District on routine organization and operation matters concerning the custodial/grounds/maintenance/repair services, provided that such consultation does not disrupt the Proposer's ability to perform the services described in the Request for Proposal. The Proposer's management staff shall meet with the District at least twice a month to review key performance metrics and/or indicators and to discuss a calendar of events as well as the scope of upcoming work, work requested by the School District, work performed since the last meeting, costs incurred since the last meeting, PM services scheduled and performed, and other notable topics in order to ensure a proper level of service.

4.3 Operations.

4.3.1 Operational Requirements.

4.3.1.1 The Proposer shall provide all custodial/grounds/maintenance/repair services necessary to meet the School District's regular needs as described by the School District. Service shall be provided on all school days, throughout the summer and on breaks as needed, or as otherwise designated by the School District. If necessary to meet performance obligations and standards, cleaning may occur on weekends. The Proposer shall provide an Implementation Plan, including the total number of employees per building, job descriptions, and manuals detailing standard and emergency cleaning procedures. Without limiting the breadth of the foregoing, the Implementation Plan must specifically address the deep cleaning duties to be performed during summer months and other school breaks.

4.3.1.2 As requested by the School District, the Proposer shall provide other custodial/grounds/maintenance/repair services when such services do not conflict with regular service obligations.

4.3.1.3 Regardless of the minimum specified hours, it is the Proposer's responsibility to maintain the standard of cleanliness, grounds maintenance, and repair specified in this RFP and any Contract by adhering to the guidelines attached to this RFP consistent with the standard currently maintained by the

School District. It is the responsibility of the Proposer to provide sufficient personnel to ensure that the requirements are met and that each facility is effectively cleaned, maintained and repaired and all other duties are performed on a daily basis.

4.3.1.4 Extracurricular and Weekend Activities. The Proposer will be responsible for furniture setup and take-down (when appropriate) for any extracurricular activity needs, sporting events, or rental agreements that occur at School District facilities. The Proposer acknowledges that these events are numerous and may occur after student hours.

4.3.1.4.1 The Proposer will be responsible to provide sufficient personnel as required by the School District for extracurricular and weekend activities. Periodic special events may require the Proposer to modify the cleaning schedule to accomplish set up and breakdown of those special events (parent teacher conferences, ice cream socials, a play in the auditorium, home sports events, etc.). It is anticipated that clean-up will be completed prior to the next scheduled business/school day. The Proposer may choose to schedule support clean up on the day after the event if the delaying of the cleanup does not detract or interfere with the overall look or environment of the school facility.

4.3.1.4.2 Extracurricular and weekend services must be included within the Proposer's base bid, unless an exception is noted and alternate pricing is provided on the proposal form. If the selected Proposer requires additional payment for these services, additional compensation will be paid only if approved in advance by the School District's designee. Itemized bills should include the date of the service, hours worked, the employees who worked and the name of the School District personnel who approved the service. Such billing must be submitted under separate invoices but at the same time as the base Contract invoice for the month within which the service was provided.

4.3.2 Staff Management Requirements. The Proposer shall attempt to ensure continuity of management staff and other employees to promote familiarity and excellence in the provision of services. However, the Proposer shall, on the written direction of the School District, remove and replace any and all proposed staff at will from the provision of services to the School District under the Contract.

4.3.3 Changes in School Schedules.

4.3.3.1 On those days when a District facility is closed and/or classes are canceled to ensure the health and safety of pupils for the reason of inclement weather, epidemic, or any other lawful reason, the Proposer shall provide deep cleaning of the affected school(s), with the type of cleaning and locations to be reasonably approved by the School District Superintendent or designee. Alternatively, the School District may choose, in its sole discretion, to receive a 100% daily discount based on a computed daily rate being charged to the School District by the Proposer for custodial, grounds and maintenance/repair services. In the absence of the School District's express selection of a daily discount, the Contractor shall perform the deep cleaning services mentioned above.

4.3.3.2 The Proposer shall cooperate with School District to maintain good public relations with the community and news media so that any pertinent items or issues affecting the custodial, grounds, maintenance and repair programs can be brought to the attention of the public. Such service may include participation in one or more meetings prior to the beginning of each academic year to review services, expectations, limitations and regulations.

4.3.4 Limitation of the School District's Obligations. The School District is not at any time obligated to request other services from the Proposer, nor pay for services not received.

4.3.5 School District's Right to Contract Separately. The School District expressly retains the right to Contract separately with other vendors or entities for any services not expressly awarded to Proposer by the Contract. Further, in the event of Proposer's insufficient performance or non-performance, the School District may contract with other vendors or entities to supplement and offset the Proposer's insufficient performance or non-performance.

4.4 **Employee Requirements.**

4.4.1 The Proposer shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the custodial, grounds, maintenance and repair services to be performed under the Contract. The Proposer shall perform the services set forth in the Contract at time periods as approved by the School District's Superintendent or designee. Safety of students and staff and unimpeded delivery of the instructional programs will determine the authorized work periods. No Proposal shall include or require a Contract term that bars the School District from hiring any personnel that may provide services as a Proposer employee in the event of Contract termination or expiration.

4.4.2 Pre-Employment Screening. The Proposer shall develop and implement a pre-employment interview and/or screening program for all candidates for employment in conjunction with the Proposer's performance under this RFP (or, if applicable, the Contract). The Proposer shall interview and give consideration to employing the School District's personnel or contracted personnel that is displaced as a result of the implementation of the RFP or any Contract. There will **not** be an obligation that displaced School District personnel or contracted personnel are hired by the Proposer. The pre-employment interview and/or screening program shall be designed to assist the Proposer in determining the candidate's suitability for work under the Contract. That program shall require that each candidate satisfy or exceed all legal requirements, including the examination of the candidate's criminal history and criminal records, as required by the law of the state of Michigan. In the event any of the pre-employment screening is failed by a potential employee, that employee shall not be hired by the Proposer for any position that serves the School District pursuant to the RFP or any Contract.

4.4.3 Transfer. Upon request by the School District, subject to the Proposer's rights as employer to control and direct its employees, the Proposer shall consult with the School District concerning the Proposer's continuing assignment of employees to provide services to the School District. Any Proposer employee deemed by the School District in its good faith determination to jeopardize the reputation of, public support for, or confidence in the provision of services by the Proposer shall be transferred by the Proposer to other functions to the extent permitted by law and necessary to maintain an independent contractor relationship. Such transfer, if based only on School District determination, shall be without stigma or negative connotation. Such transfer will in no way affect the right of Proposer, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

4.4.4 During the course of Proposer's performance of services, a meeting may be called at any time by either the Proposer or the School District and reasonably attended by the other party to review the quality of the services provided or any other issue that may arise, including, but not limited to, the performance of any particular employee(s). Items not completed to the satisfaction of the School District will be corrected by the Proposer within a mutually agreed upon time frame. Any continued or repeated offenses with regard to workmanship may be subject to back-charges against the Contract sum to reflect the value of services not delivered by Proposer, as measured by the actual costs incurred by the School District to supplement the Proposer's insufficient performance under the Contract that will include but not be limited to replacement work, the value of the School District's administrative effort to supplement Proposer's performance, and any other related costs.

4.4.5 All of Proposer's employees are to present themselves in an appropriate manner and attire consistent with this RFP and the School District's requirements. The School District reserves the right to require removal of any employee of the Proposer whose moral conduct, behavior, health habits or appearance are unsatisfactory.

All of the Proposer's employees should be: (a) able to read, write and understand directions, (b) able to inspect, see, and report maintenance needs, (c) able to interact positively, courteously, and appropriately with students, school employees and the public, (d) competently trained in the area of work assigned, (e) cooperative with School District staff and other employees, (f) alcohol and drug free when arriving for, and while on, duty, and (g) punctual. Proposer shall maintain a list of employees assigned to each facility, updated as employees are hired or terminated, and maintain daily attendance records, including "log in" and "log out" times for all non-supervisory employees, to enable the School District to identify which staff is in a facility at any particular time. The Proposer shall provide at least 48 hours' notice before new employees are placed in any School District facility. The School District reserves the right to perform any independent background checks on Proposer's employees, consistent with applicable laws.

At no time shall the Proposer's personnel do any of the following: (a) allow custodial closets to be open and unattended, (b) congregate or have food/drink in unauthorized areas, (c) copy, distribute or loan any School District facilities key or access cards, (d) disturb papers on desks, open drawers or cabinets, use or tamper with personal property owned by the School District, its employees, or pupils, (e) leave custodial products and/or equipment unattended, (f) leave custodial or maintenance carts unattended in corridors for more than a few minutes (for safety, security, and aesthetic reasons), (g) leave lights on or doors open in unattended building sections, (h) play radios, or other similar devices, at a volume that is audible in other areas of the building, (i) use any School District equipment (i.e.: telephones, computers, copiers, TV's, electronics) that is not required to perform duties as detailed in this RFP or in any Contract, (j) smoke or use any tobacco products on School District property, (k) sell or purchase improper, illegal, or controlled products and/or substances on any school properties or facilities, (l) use or remove any School District owned equipment or supplies outside of the School District's facilities, (m) allow visitors, spouses or children of the Proposer's employees to be at the work site during working hours unless they are also bona fide employees of the Proposer or they receive prior approval from the School District's Superintendent or designee, or (n) operate any road-plated vehicle or equipment on District sidewalks or right-of-ways.

4.5 Supplies, Materials and Equipment.

4.5.1 Proposer shall furnish all supplies, materials, chemicals and equipment to be used in its performance of the RFP or any Contract and such costs should be included in the Proposed Contract sum and shall also be stated as a separate unit price. Proposer should maintain at least a thirty (30) day supply of essentials supplies, materials, or chemicals necessary for operation. Proposer shall be responsible for all items stored on the School District's premises. The District anticipates making the vehicles and equipment listed in **Attachment G** available to Proposer for use in performing under the Contract, along with use of District owned fuel cards for the powering of the District owned equipment. Such vehicles and equipment shall remain the sole property of the School District. In exchange for the right to such use, the Proposer shall be responsible for the regular and on-going maintenance and repair of those vehicles and equipment. To the extent Proposer requires other vehicles and equipment to perform under the Contract, the Proposer shall provide those vehicles and equipment at its sole cost and expense.

4.5.2 Proposer may be required to submit a complete list by brand name and product number of all supplies and equipment to be provided by Proposer in fulfilling the RFP (or Contract). The School District reserves the right to accept or reject any such items. An acceptable substitute must be immediately furnished for any rejected items.

4.5.3 Proposer shall submit and update as necessary an inventory of Proposer provided equipment, including make, model, and storage/use location, and forward a copy of same to School District as revised. Proposer shall provide for repair, replacement and preventative maintenance for such equipment.

4.5.4 The School District reserves the right, prior to an award of any contract, to evaluate and negotiate and/or reject any unit price for supplies, materials and equipment that is determined by the School District to be unreasonable in amount.

4.5.5 The School District reserves the right to correct mathematical errors in extensions and additions by the Proposer. The School District corrected Proposal sum total shall take precedence over the Proposer's inaccurately computed Proposal sum total.

4.5.6 The School District reserves the right to purchase supplies, materials, and equipment necessary for the performance of this RFP or any Contract and to reduce amounts due to Proposer with respect to same.

4.6 Compensation.

4.6.1 In consideration for services, the School District shall pay to Proposer all sums due and owing and calculated in accordance with the Proposed Contract Sum (as may be modified by negotiation) and the billing methodology prescribed in the Proposal and accepted by the School District.

4.6.2 Proposer shall submit to the School District an invoice for services no more frequently than monthly, seeking payment for services rendered during the preceding month. Statements must provide detail that will allow the School District to verify costs and expenses incurred. The School District shall make payments within thirty (30) days of receiving Proposer's invoice, unless and to the extent the School District reasonably disputes same in good faith.

4.6.3 Proposer shall submit to the School District an invoice for services that are considered out of scope no more frequently than monthly. Any billing for services performed above base charge must meet the following requirements: (i) approved in advance by School District Superintendent or designee, (ii) billed in 1/10 of an hour increments, (iii) provide full detail including approver, date requested, date completed, breakdown of hours charged into regular, overtime, or double time billing, any additional information to assist in approval for payment.

4.6.4 In the event the School District's custodial/grounds/maintenance/repair needs materially change during the term of the Contract and School District desires to alter the base services provided by the Proposer as described in this RFP or any resulting Contract, including any extensions or renewals hereof, then at the request of either party, the rate(s) of compensation shall be subject to renegotiation. Accordingly, the Proposer shall formulate its Proposal with the assumption that, in the event of material changes in custodial, grounds, maintenance and/or repair needs (including, but not limited to, building reorganization, change in scope, change in timing), the economic terms shall be subject to renegotiation and, if the parties are unable to reach agreement on such renegotiation, the School District shall have the option of either continuing the contract as then applicable or terminating the contract.

4.6.5 Superior to the terms of Section 4.6.3 herein, in the event the School District adds or removes buildings or facilities; the Proposer agrees that if requested by the School District that the services described in the Contract shall be provided to the School District for those additional or subtracted buildings, with costs for that extension or removal of scope to be determined as follows: cost/sq ft for the services and cost/acre for the mowing.

4.7 Facilities. Proposer shall store and maintain the supplies, materials, and equipment to be utilized in performing services, and shall maintain an office from which to manage its operations, at facilities located within or in convenient proximity to the business offices of School District.

4.8 Records and Reporting Requirements. The Proposer shall provide to the School District on-line access to all building monitoring, operating, and work order systems utilized by the Proposer for performance under the Contract that will grant the School District real-time access to observe the current status of services provided by Proposer under the Contract. Such access shall allow the School District to report needs and concerns related to Proposer's performance under the Contract, as well as access to both active and completed work orders. Proposer shall also provide final cost reports on a minimum quarterly basis and any other information agreed to by the School District and the Proposer on a mutually agreeable time frame. The Proposer shall make available at any time to the School District all operating records

that the School District may request. Proposer will provide access to their workorder / reporting system, and will train District personnel as necessary.

4.9 Termination of Contract.

4.9.1 In addition to any other rights the School District may have, it shall have the right to declare the Proposer in default and terminate the Contract without cost or penalty if:

4.9.1.1 Proposer becomes insolvent, makes an assignment for benefit of creditors, or if a petition in bankruptcy is filed by or against it;

4.9.1.2 Proposer abandons the work, including a failure to comply with the terms of service obligation as to cleaning and maintenance standards, schedules, or otherwise;

4.9.1.3 Proposer refuses to proceed with the work when and as directed by the School District or fails to correct within a reasonable correction period of not more than seven (7) days any unsatisfactory performance after receiving notice from School District of such unsatisfactory performance;

4.9.1.4 Proposer sublets, assigns, transfers, conveys, or otherwise disposes of the agreement other than as herein specified;

4.9.1.5 The School District Board of Education determines that Proposer is, or has been willfully or in bad faith, violating any of the provisions of the RFP or any Contract;

4.9.1.6 Any applicable laws have been violated by Proposer or its agents, servants, or employees.

4.9.2 In the event the State of Michigan's state school aid funding levels and related formulas are materially reduced beyond those levels established for the current fiscal year for the School District, the School District reserves the right to terminate the Contract;

4.9.3 The School District shall have the right to terminate the Contract at will and for any or no reason by providing thirty (30) days' prior written notice;

4.9.4 In the event of a termination, the Proposer shall be entitled to compensation for those services properly provided to the date of termination. Proposer shall have no right of any special or consequential damages in the event of such termination. Proposer shall be responsible for any damages incurred by the School District from termination due to Proposer's failure to comply with the terms of its service obligations.

4.10 Hold Harmless/Indemnification Agreement. The Proposer shall hold harmless and indemnify the School District's and its respective officers, agents, and employees from every claim or demand, including the cost of legal defense, relating to any injury to person or property in any way related to the Proposer's performance or nonperformance of services under the RFP or any Contract, as applicable, regardless of how caused. The Proposer shall notify the School District immediately upon knowledge of any claim, suit, action or proceeding for which the School District may be entitled to indemnification hereunder.

4.11 Taxes. Except to the extent the School District purchases supplies, materials and equipment as allowed under this RFP, the Proposer is responsible for sales tax, use tax, and any other applicable taxes related to the custodial, grounds, maintenance and repair services provided under this RFP or any Contract.

4.12 Repairs to Property Damage. Damage to any School District facilities or properties caused by the Proposer, its agents or employees shall be repaired so that the facilities or properties are in as good condition as before entering into the contract. All repairs for such damage shall be the Proposer's responsibility, at no cost to the School District. Proposer shall report any such damage to the School District within 12 hours of the occurrence.

4.13 Force Majeure.

4.13.1 The Proposer is expected to work on days when normal school operations are closed due to weather-related issues or emergency (such as boiler failure), and may be required to perform selected tasks other than ordinary daily cleaning, maintenance and repair. On such days, the School District may permit afternoon shift employees to begin work at an earlier start time with prior written approval.

4.13.2 In the event Proposer is unable to provide the services herein specified due to circumstances out of its control (other than as set forth in Section 4.13.1), which may include any civil disturbance, fire, riot, war, picketing, strike, lockout, labor dispute, oil or fuel shortage or embargo, governmental action, the District shall excuse the Proposer from performance under this RFP or any Contract. The District shall have the right to take over such services if the Proposer is prevented from operating for the reasons described above, and may provide such services with school employees or other persons, as the District may deem appropriate until Proposer is able to resume its regular operations. The School District shall receive a credit from Proposer for the days the Proposer failed to provide such services on a pro-rata basis. Notwithstanding the foregoing, in the event of a strike, the Proposer shall procure replacement personnel necessary to perform the required services. If the Proposer does not procure such replacement personnel, the District may procure the same and deduct the associated costs and expenses from the amounts owed to the Proposer, or terminate the contract. A change in market conditions or the anticipated profitability of the Contract for the Proposer does not constitute force majeure.

4.13.3 If one or more buildings are closed for more than three consecutive days for any force majeure reason, the School District may request that services be temporarily suspended in the applicable building(s). If this occurs, the School District's bill for that month shall be reduced by 1/20th for each day of work that services are cancelled.

4.14 Absenteeism. Absenteeism can significantly and adversely affect the quality of services received by the School District. The Proposer must maintain qualified substitutes with the required background checks, available at short notice, to ensure that the School District is adequately staffed in the event of any illness or injury suffered by the Proposer's personnel. The Proposer shall provide a substitute back-up plan to the School District for such purpose. The Proposer is required to inform the building principal and the School District's designee when there will be a change of employees for absence purposes. If the absence is expected to last more than three consecutive work days, the Proposer is also required to inform the School District's Superintendent or designee. If the Proposer's on-site/working supervisor is unavailable for any substantial period of time (i.e., more than three consecutive work days), the Proposer shall immediately inform the School District's Superintendent or designee of the absence, the reason for the absence, and how the Proposer will ensure completion of the on-site/working supervisor's work. The School District reserves the right to audit payroll records and/or time cards of the Proposer and its employees.

4.15 Uniforms and Identification. All Proposer employees performing services pursuant to this RFP are required to:

4.15.1 Wear distinctive and matching uniforms, satisfying the following: (i) are neat and clean, (ii) include collared shirts, long sleeve or short sleeve, that are consistent in color and style among all employees, (iii) include pants that are of a coordinating color and style. Alternate summer work clothing may be allowed in the discretion of the School District.

4.15.2 Wear a clearly readable identification badge, approved by the School District Superintendent or designee, on the front of the uniform shirt (above the waist and preferably on a chest pocket or lanyard).

In the event that the Proposer fails, neglects or refuses to conform to the above requirements, the Contract may be subject to immediate termination by the School District.

4.16 Schedule Changes. Proposer must submit daily, weekly, monthly, and annual schedules for general review by the School District. The School District reserves the right to change any and all service schedules with five (5) days advance notice to Proposer. The Proposer shall notify the School District immediately of conditions which will limit hours or decrease the daily work crews, such as illness or injury. In addition, the Proposer shall notify the School District's Superintendent or designee in advance of any condition or situation, which will affect the performance of the work under this RFP or any Contract. In either case, the Proposer shall communicate how the affected work will be rescheduled.

4.17 Independent Contractor Status. It is expressly acknowledged and agreed between Proposer and the School District that Proposer will act as an independent contractor in the performance of its duties under this RFP and any Contract and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Accordingly, Proposer shall meet all of its obligations and responsibilities for payment of all taxes including federal, state and local taxes arising out of Proposer's activities, including by way of illustration but not limitation, federal, state, and local income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required. The Proposer shall not be considered an employee of the School District, nor is Proposer entitled to participate in any plans, arrangements, or distributions by the School District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Neither the RFP nor any Contract shall be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. Nothing in either the RFP or any Contract shall be construed to interfere with or otherwise affect the rendering of services by Proposer in accordance with its independent and professional judgment.

V. TRAINING REQUIREMENTS.

The School District maintains that a formal training program with regularly scheduled sessions, individual tests for competency and training records is a necessary ingredient in the delivery of effective services. The Proposer is to have, in-place, an on-going, effective and documented training program which provides all local, state and federally mandated training, and which may include but are not limited to the following:

- Asbestos Hazard Emergency Response Act
- Lead Hazard
- Infection Control
- Ladder/Lift Safety
- Basic General Cleaning Procedures
- Blood-borne Pathogens
- Handling, storage and/or disposal of Hazardous Waste / Substances
- Safety Data Sheets
- Safety of Powered Equipment
- Hard Floor Care
- Lock-out/Tag-out Procedures
- Methicillin-resistant *Staphylococcus Aureus* (MRSA) Sanitizing
- Personal Grooming
- Sexual Harassment
- Auto Scrubbing
- Basic Restroom Cleaning
- Carpet Extraction, Vacuuming, Spot Removal
- Ceiling/Wall Washing
- Cleaning Standards
- Confined Spaces
- Mopping (Dust, Damp/Wet)

Equipment Checks/Usage
Fabric/Upholstery/Furniture Cleaning
Handbook/Policy Review
Slips/Trips/Falls
Window/Blind Cleaning
Integrated Pest Management (IPM)
Energy Conservation Practices
Energy Sustainability Practices

The Proposer shall show proof that it has provided training as required by law and will provide to the School District a copy of its safety program(s), all training logs and, if requested, training verification.

The Proposer shall employ a sufficient number of licensed employees capable of performing maintenance and repair work, for example, with respect to any plumbing or electrical repairs necessitating licensure.

VI. OTHER CONSIDERATIONS/SERVICES.

6.1 Asbestos. The School District's facilities may include asbestos containing building materials. Some of the most common locations for such materials include old floor tile, old HVAC pipe wrap, old ceiling tile, and old glue holding chalkboards to classroom walls. Each facility has, and the School District's designee has, a copy of the School District's asbestos management plan for each School District building. These are available for public inspection. All of the Proposer's employees assigned to the School District should familiarize themselves with the various sources of asbestos in the facilities to which they are assigned. Some of the asbestos management restrictions are as follows: (a) do not disturb or remove asbestos wrapped pipes, (b) do not grind or remove asbestos containing floor tile, (c) do not disturb asbestos-containing ceiling tile, (d) do not remove chalkboards without the prior approval of authorized School District administration, and (e) do not disturb any other areas known (or reasonably known) to have asbestos. Asbestos Hazard Emergency Response Act (AHERA) building plans are available and will part of ongoing Asbestos Awareness training.

6.2 Alarm Codes and Scan Access Cards. A security code list and scan access cards shall be issued to the Proposer's on-site supervisor/management personnel. Alarm codes and scan access cards must not be traded between or shared among employees. Previously assigned alarm codes and scan access cards must not be forwarded by the Proposer to new employees. The Proposer shall immediately notify the School District of the reassignment or termination of any employee who had been assigned an alarm code or a scan access card. Failure to abide by this provision will inherently force the School District to incur costs to reset codes and scan access cards that would not otherwise be incurred but for such a failure. The parties agree that a liquidated damage amount of \$50.00 per person per violation of this provision is a reasonable and accurate estimation of the costs that the School District will incur to correct each such violation, and the parties agree that the School District is entitled to recover that amount of liquidated damages in the event of each such breach.

6.3 Facility Opening and Closing. Exterior doors and gates are to be unlocked and locked at the times specified by the School District's Superintendent or designee. The Proposer is responsible for the security of the facilities during cleaning operations. The Proposer shall secure each respective facility at the end of each shift and set the alarm (secure all doors, turn off all but designated lights, turn off ceiling fans, and close all windows). Office, classroom, and other doors are to be unlocked or opened only during the time that cleaning is actually being done and all are to be re-locked as soon as the service has been completed. For the safety of students and the public at large, storage and custodial closet doors are to be kept shut and locked when not in use.

6.4 Emergencies.

6.4.1 Communication is critical when maintaining multiple facilities. The Proposer will be responsible to provide the School District's Superintendent or designee with an emergency contact person and telephone number. The Proposer shall utilize a cell phone system, radio system, or other acceptable communication system to stay in contact

with personnel working at the School District's facilities. Proposers Safety Training and Action Plan must be consistent with and complement the Districts emergency management plan. In an emergency, the District will depend heavily on the actions of custodial and maintenance staff for initial reaction and notification of appropriate Proposer and District management personnel.

6.4.2 The Proposer shall respond to emergency requests, which may include but are not limited to: water cleanup due to rain, fire, break-ins, vandalism, plumbing failure, or accidents, 24 hours per day, 7 days per week, 365 days per year. This service will be included within the Proposer's base bid, unless specifically identified otherwise and an alternate and additional price is provided on the proposal form.

6.5 Keys. The School District will supply keys to the relevant facilities. All keys will be issued to, and must be signed out by, the Proposer's management personnel. The School District will provide an appropriate number of keys, and Proposer shall ensure that at no time shall keys be copied, lent to another, left in custodial closets/carts, or otherwise outside of the possession of the applicable employee. If additional keys are required, a request shall be made for same to the School District's Superintendent or designee. Lost or stolen keys must be reported within 24 hours of discovery of the loss, and will be replaced upon payment of a reasonable fee. If the School District deems it necessary to re-key any locks due to Proposer's inadequate control/management of keys, the cost will be deducted from payments due to the Proposer. The School District reserves the right to inventory the Proposer's keys at any time. All keys shall be returned upon termination of the contract, and applicable keys shall be returned upon termination of an individual's employment.

6.6 Quality Control/Inspections. The Proposer's on-site/working supervisor, the School District's Superintendent or designee and other personnel as deemed appropriate by the School District's Superintendent or designee will perform periodic inspections of each facility, including cleaning, storage, and office areas, with or without notice, to: (i) ensure tasks are completed according to the Contract, and (ii) ensure that the quality of services is satisfactory. An inspection of all facilities will be conducted prior to the start of each school year. An inspection may also be conducted in conjunction with the School District's insurance carrier during the course of the year. This requirement is not intended to limit the Proposer's responsibility to inspect or control its own work, nor does it limit the School District's right to inspect any facility at any time. Prior notification of any inspections may or may not be furnished to the Proposer. The Proposer will be granted a reasonable time to correct deficiencies. When the School District's Superintendent or designee deems it necessary to correct unsatisfactory performance in order to maintain a clean and safe environment, it shall be permitted to do so and all associated costs incurred by the School District will be deducted from payments due Proposer.

6.7 Manufacturer's Recommendations. The Proposer shall ensure that all applicable equipment-manufacturer's recommendations for usage and maintenance are followed. The Proposer shall also ensure compliance with manufacturer's recommendations for usage of chemicals, materials and supplies.

6.8 Price Reductions. The School District reserves the right to reduce the frequency and/or scope of work if it determines, in its sole discretion, that such reduction is financially necessary or advisable. If the School District reduces the scope of services during the term of the contract, the Contract price shall be proportionately reduced. In submitting its proposal, the Proposer acknowledges and accepts the possibility of such a work reduction.

6.9 Record-Keeping Requirements.

6.9.1 Prior to bringing any new chemicals onsite, the Proposer must provide a copy of the relevant Safety Data Sheet(s) ("SDS") to the School District's designee. The Proposer shall keep a complete set of all SDS for all chemicals used in each facility.

6.9.2 The Proposer shall maintain a procedures manual that is network-accessible by the District and a physical copy in each School District building, which is indexed and contains building-specific information about: (i) the Proposer's standard practices and procedures, (ii) daily routines and schedules for employees assigned to the building, (iii) emergency and safety procedures, (iv) a list of equipment maintained in the

building, (v) maintenance and user manuals for all custodial equipment, (vi) a list of employees assigned to the building, and (vii) standard cleaning procedures.

6.9.3 The Proposer shall report, in writing, any damage that occurs during the performance of Proposer's services or that is caused by one or more of the Proposer's employees. The Proposer shall inform the School District's Superintendent or designee of any acts of vandalism, attempts at forced entry, and any items that need maintenance or repair discovered during the performance of services.

6.10 School District Equipment, Materials, and Supplies. The School District intends to retain ownership of any equipment that it may make available to the Proposer for use in the Proposer's performance under the Contract. If the Proposer elects to use its own equipment, materials, and supplies for the performance of services hereunder, in the School District's sole discretion, the parties may negotiate a price for the School District to purchase same upon termination of the Contract.

6.11 Conservation.

6.11.1 Every reasonable effort shall be made to conserve energy whenever possible as it relates to the performance of services. Only areas in use shall have lights on, and doors and windows shall remain closed whenever the heating or cooling systems are operating.

6.11.2 The Proposer shall employ all reasonable measures to reduce and prevent waste. The Proposer shall provide a copy of any applicable "green cleaning" program that it will (or may) utilize for performing services for the School District.

6.11.3 The Proposer shall participate in any existing and/or future recycling programs established by the School District.

6.11.4 The Proposer shall comply with any applicable federal, state or local energy or resource conservation laws, regulations, requirements or mandates, as well as any School District energy or resource conservation policies.

6.12 Lost and Found. All lost and found articles recovered by Proposer's employees shall be immediately turned in to the designated lost and found area of each building or, in the absence of same, to the School District's designee.

6.13 School Calendar. A School District calendar may be received upon written request to the contact person and address identified above. The Proposer will be held to know and to comply with the School District calendar.

Attachments to RFP:

Attachment A – Familial Disclosure Form

Attachment B – Iran Economic Sanctions Act Certification

Attachment C – Proposal Form

Attachment D – Form of Contract

Attachment E - Form for use in Requesting Clarification (1.5.2)

Attachment F – Non-Exclusive List of Services (If Applicable)

Attachment G- District Owned Vehicles and Equipment

Attachment H – Preventative Maintenance Schedule(s) / Equipment

Attachment A – Familial Disclosure Form

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:
(insert name of affiant)

1. I am a/the:
- President
 - Vice-President
 - Chief Executive Officer
 - Member
 - Partner
 - Owner
 - Other (please specify) _____

of _____ [insert name of Proposer], a bidder for custodial/grounds/maintenance/repair services at Lansing School District.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members:

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the custodial/maintenance/repair services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature page following)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ____ day of _____, 20____
_____ (signature)
_____ (printed)

Notary public, State of Michigan, County of _____
My Commission expires on _____
Acting in the County of _____

Attachment B – Iran Economic Sanctions Act Certification

I am the _____ (title) of _____ (bidder), or I am bidding in my individual capacity (“Bidder”), with authority to submit a binding bid for the provision of custodial/grounds/maintenance/repair services to _____ School District (the “School District”). I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. (“Act”). I am fully aware that the School District will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)

Attachment C - Proposal Form

Proposer shall provide necessary information including but not limited to the information below. Proposer can attach additional pages as necessary to provide additional information or explanation.

Proposer Information:

Pricing Terms:

Base Bid: \$ _____

Custodial Amount: \$ _____ *

Grounds Amount: \$ _____ *

Maintenance Repair Amount: \$ _____ *

*Total should equal Base Bid

Required Alternate No. 1: (plus/minus) \$ _____

Required Alternate No. 2: (plus/minus) \$ _____

Required Alternate No. 3: (plus/minus) \$ _____

Required Alternate No. 4: (plus/minus) \$ _____

Optional Alternates: _____

Attachment D – Form of Contract

**LANSING SCHOOL DISTRICT
CUSTODIAL, GROUNDS AND MAINTENANCE/REPAIR
SERVICES AGREEMENT**

THIS CUSTODIAL, GROUNDS AND MAINTENANCE/REPAIR SERVICES AGREEMENT (“Agreement”), entered into this _____ day of _____, 2024, by and between **LANSING SCHOOL DISTRICT**, a Michigan general powers school district, organized and operated pursuant to the Revised School Code, MCL 380.1 *et seq.*, as amended, whose address is 519 West Kalamazoo Street, Lansing, Michigan 48933-2080 (the “School District”), and _____, whose address is _____, _____, Michigan ____ (the “Contractor”) (each a “Party” and, collectively, the “Parties”).

RECITALS

- A. The School District issued a Request for Proposal for Custodial, Grounds and Maintenance/Repair Services dated _____, 2024, attached hereto as Exhibit A (the “RFP”).
- B. The Contractor submitted a proposal in response to the RFP dated _____, 2024, to provide all Custodial, Grounds and Maintenance/Repair Services contemplated by the RFP (the “Proposal”).
- C. The Parties now desire to enter into this Agreement whereby the Contractor agrees to supply all custodial, grounds and maintenance/repair services, and the School District agrees to comply with the obligations set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

1. INCORPORATION BY REFERENCE

The object of this Agreement is to formalize the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Agreement, the School District’s Request for Proposals, the School District’s Addenda to Request for Proposal, if any, the accepted portions of the Contractor’s Proposal, official written responses of the School District related to the RFP and other related documents (the “Agreement Documents”), and by including certain additional, necessary, or appropriate Agreement terms, particularly where those Agreement terms do not correspond with the School District’s RFP.

To the extent that the terms and conditions of this Agreement are in conflict with the School District’s RFP or the Contractor’s Proposal, the terms and conditions contained in this Agreement control. To the extent of other conflicts among the Agreement Documents, the provisions that provide the School District with the greatest quantity or quality of service, as determined in the School District’s sole discretion, shall govern. The Parties agree that where there is not a conflict between any of the terms and conditions contained in the Agreement Documents, all of the contract documents shall be binding upon the Parties and interpreted as complimentary and not contradictory.

2. AGREEMENT TERM AND COMPENSATION

The initial term of this Agreement shall commence on _____, 2024, and continue through _____, 20__ (the “Initial Term”). The Parties shall meet at least one hundred twenty (120) days prior to expiration of the initial term of this Agreement to commence discussions regarding an extension of this Agreement.

The Parties agree that the School District shall pay to Contractor _____ Dollars (\$ _____) from _____, 2024, through _____, 20___. Further, the Parties agree that the School District shall pay to Contractor _____ Dollars (\$ _____) from _____, 2024, through _____, 20__.

3. SERVICES

“Services” to be provided by the Contractor generally means all obligations and responsibilities of the Contractor, including maintenance and custodial services. The Contractor is required to perform all services identified in the School District’s RFP. The Contractor acknowledges that the School District’s need for services pursuant to this Agreement is comprehensive and complex and that every aspect of such services may be detailed in the Agreement. Therefore, it is understood that, in addition to the listed services in the Proposal, all tasks incidental to required functions not specifically listed but ordinarily included in general practices related to such services shall be provided as a part of the services.

- A. The Contractor shall not be compensated for services outside the scope of services set forth above unless, prior to the commencement of such services: (1) Contractor notifies the School District and the School District agrees that such services are outside the scope of services to be performed; (2) the Contractor estimates the additional compensation required, other custodial, grounds and maintenance/repair services outside the services to be performed under the Proposal or this Agreement when such services do not conflict with regular service obligations (“Additional Services”); and (3) the School District, after receiving the notice, approves the Additional Services and amount of compensation in writing.
- B. Asbestos. The School District’s facilities may include asbestos containing building materials. Some of the most common locations for such materials include old floor tile, old HVAC pipe wrap, old ceiling tile, and old glue holding chalkboards to classroom walls. Each facility has, and the School District’s designee has, a copy of the School District’s asbestos management plan for each facility, which are available for public inspection. The Contractor’s employees assigned to the School District should familiarize themselves with the various sources of asbestos in the facilities to which they are assigned. Some of the asbestos management restrictions are as follows: (1) do not disturb or remove asbestos wrapped pipes, (2) do not grind or remove asbestos-containing floor tile, (3) do not disturb asbestos-containing ceiling tile, (4) do not remove chalkboards without the prior approval of authorized School District administration, and (5) do not disturb any other areas known (or reasonably known) to have asbestos.
 - 1) It is the Contractor’s responsibility to comply with the Michigan Right to Know/ Hazardous Material Law and shall provide the School District the following information: (a) Material Safety Data Sheets (MSDS) on all chemicals that the Contractor provides and uses in the School District’s buildings, (b) an inventory of the types of chemicals used, their purpose, and their location in the building, and (c) all cleaning material containers must be properly labeled. The Parties acknowledge that the Contractor may provide (or request) MSDS through its product vendor, rather than directly.

4. RELATIONSHIP BETWEEN THE PARTIES

A. The Contractor’s Independent Contractor Status

It is expressly agreed to between the Parties that the Contractor will be considered an independent contractor under this Agreement. Under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. The Contractor shall be exclusively and solely responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing, and otherwise regulating the employment rights of its employees.

The Contractor shall procure and pay, at its expense, all the Contractor equipment related costs, licenses, employee certifications, and training or any other item necessary to perform the scope of work, unless otherwise agreed to in writing.

The Contractor shall be responsible for answering, defending and/or resolving any and all claims brought by, or on behalf of, the Contractor's employees or agents to the extent they arise from the employment or agency relationship between the Contractor and those individuals. These claims shall include, but shall not be limited to: proceedings before the National Labor Relations Board (NLRB); proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract. All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any judgments resulting therefrom shall be the sole and exclusive responsibility of the Contractor.

The Contractor acknowledges and agrees that it is the sole and exclusive responsibility of the Contractor to make the requisite tax filings, deductions, and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons employed by the Contractor to provide services under this Agreement. No part of the Contractor's compensation shall be subject to withholding by the School District for the payment of social security, unemployment, disability insurance, or any other similar state or federal tax obligation. The Contractor shall be solely and exclusively responsible for any payroll or corporate income taxation consequences to it or its agents or employees as a result of the Contractor's engagement under this Agreement.

Neither the Contractor nor its employees or agents shall be entitled to participate in any medical, dental, life or disability insurance plans maintained by the School District. No other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Agreement on behalf of the Contractor, its employees or agents. The Contractor will indemnify, defend and hold the School District harmless for any and all costs incurred, including actual attorney fees, in the event the Contractor or any of its employees or agents assert any such rights.

B. The School District's Obligations

The School District is not at any time obligated to request other custodial, grounds, and maintenance/repair services from the Contractor, or to pay for services not rendered.

C. The School District's Right to Contract Separately

The School District expressly retains the right to contract separately with other vendors for custodial, grounds, and maintenance/repair services not being performed by the Contractor pursuant to this Agreement.

D. Custodial, Grounds, Maintenance/Repair Supervisor

The Contractor shall provide an on-site, experienced custodial/grounds/maintenance/repair supervisor acceptable to the School District who shall coordinate all Contractor services and shall be available to respond either on-site or by telephone at all times and who shall be responsible for the performance of services. The Contractor shall provide effective communication with the School District and the School District's administration and Board of Education.

E. Adequate Management and Supervision

If the Contractor has reason to believe that one of its employees is not complying with Michigan law or the School District's board policies, the Contractor shall promptly notify the School District. The Contractor shall perform its work diligently and shall endeavor to assure adherence to cleaning all buildings, maintaining grounds, and maintaining/repairing any items in the School District's buildings. The Contractor shall ensure that all custodial, grounds, and maintenance/repair employees receive adequate training before they commence employment.

F. Benefits

The Contractor shall promptly notify the School District in writing of any individual employed by the Contractor to perform services at the District that is a retirant from the Michigan Public School Employees Retirement System.

5. INVOICING AND PAYMENT TERMS

A. Invoices

The Contractor shall invoice the School District in _____ installments for all custodial, grounds, and maintenance/repair services rendered under this Agreement. Invoices shall itemize charges for labor, equipment, and supplies. Invoices shall be submitted to:

Lansing School District
Attn: Superintendent of Schools
519 West Kalamazoo Street
Lansing, Michigan 48933-2080

B. Additional Charges

Before rendering any services outside the scope of the custodial, grounds, and maintenance/repair services, the Contractor must receive prior written approval from the School District's Superintendent of Schools or designee. All invoices for additional services must be accompanied by detailed documentation and be billed in 1/10 of an hour increments.

C. Payments

The Contractor will be paid once per month after the Contractor's invoice is approved by the School District's Superintendent of Schools or designee.

D. Disputing Charges

If the School District disputes the accuracy of the Contractor's charges, then the School District will submit a written letter detailing said dispute, and the Parties agree to make good faith efforts to resolve the dispute. While the disputed charges are pending, the School District shall not be responsible for payment of the disputed charges until the Parties reach agreement of the proper amount that the School District must pay in relation to the disputed charges. In the event the Parties cannot reach agreement on such charges, the dispute shall be resolved pursuant to a dispute resolution process.

6. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Pursuant to the requirements of Sections 1230 and 1230a-h of the Revised School Code, the Contractor shall cooperate fully with the School District, who shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by the Contractor under this Agreement and governed by the above-referenced statutes. The Contractor shall ensure that all individuals it may assign under this Agreement takes all necessary steps, including traveling to the School District, and filling out all necessary paperwork and paying all necessary fees (for the background checks, fingerprinting, and ICHAT checks), to comply with Revised School Code Sections 1230 and 1230a-h, and any record keeping requirements of the Michigan State Police. The Contractor shall not assign any individual to perform any services under this Agreement if such individuals would regularly and continuously work in the School District's facilities or program sites if such person has

been convicted of any of the following offenses:

- A. Any “listed offense” as defined under Section 2 of the Sex Offenders Registration;
- B. Any offense enumerated in Sections 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b; or
- C. Any felony, provided that with prior written approval of the Superintendent of the School District and of its Board of Education an individual who has been convicted of a felony (other than a “listed offense” as defined above) and who is regularly and continuously providing services under this Agreement at the School District facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of the School District, that individual’s presence will not pose a danger to the safety or security of the School District’s students or employees; or
- D. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Revised School Code; or
- E. Any offense of a substantially similar enactment (to those enumerated in subparagraphs A-D, above) of the United States or another State; or
- F. Any other offense that would, in the judgment of the School District or the Contractor, create a potential risk to the safety and security of students serviced by the School District or employees of the School District.

The School District reserves the right to refuse the Contractor’s assignment of any individual to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in the School District’s sole judgment, unfitness to perform services under this Agreement. The Contractor agrees that _____ will be the only individual approved by the School District’s Board of Education and Superintendent of Schools who has been convicted of a non-listed felony offense that can provide service under this Agreement. If the Contractor employs an individual with a non-listed felony and does not get approval from the School District’s Board of Education and Superintendent of Schools, then the School District is authorized to immediately terminate this Agreement. The School District’s right of refusal shall have no effect on the employment status between the Contractor and its employee or agent, which shall be a matter exclusively between the Contractor and its employee/agent.

7. INSURANCE

The Contractor shall obtain and maintain in full force and effect the insurance coverage detailed in the RFP.

If during this Agreement term, changed conditions or other pertinent factors should, in the reasonable judgment of the School District, render inadequate the insurance limits, the Contractor will furnish or request such additional coverage as may reasonably be required and available under the circumstances. The limits of coverage as may be agreed upon by the Parties shall not be construed as a limit on the Contractor’s potential liability to the School District, nor shall the limits of any of the School District insurance coverages be construed as a limit on the School District’s potential liability to the Contractor.

Insurance policies (excluding Workers’ Compensation) must name the Contractor as the insured, and the School District and its employees as additional insured, and shall not be cancelable, non-renewable, reduced or materially changed without at least thirty (30) days prior written notice to the School District. The Contractor must submit a certificate(s) of the required insurance issued to the School District at the time the Contractor executes this Agreement, and shall provide copies of the insurance policies upon request. Failure to request or obtain evidence of insurance shall not be construed as a waiver of the Contractor's obligation to provide the required insurance.

8. LIABILITY

The Contractor agrees to indemnify, defend and hold harmless the School District, its Board of Education, its board members in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including actual attorney's fees, arising out of the:

- A. Negligent acts, or omissions, or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, third party contractors and agents;
- B. Any breach of the terms of this Agreement by the Contractor;
- C. Any claims made by the Contractor's employees or agents, or any claims made by governmental agencies against the School District related to work performed by the Contractor for the School District, including but not limited to claims of joint-employment;
- D. Any breach by the Contractor of any applicable Federal, State or local law, rule, regulation or ordinance; or
- E. Any breach of any representation or warranty by the Contractor under this Agreement. The Contractor agrees to notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement. The Contractor's indemnification and hold harmless obligations under this Agreement shall not apply to the extent any loss, damages, suits, penalties, costs, liabilities and expenses arise from or are caused by the negligence or willful misconduct of the School District, its agents or employees, passenger upon passenger violence and the Contractor's good faith adherence to the School District's directives and policies and procedures.

The Contractor shall not permit itself or any third party to use, generate, handle, store, or dispose of any Hazardous Substances in, on, under, upon, or affecting any School District property in violation of any applicable law or regulation. Without limiting any other provisions of the Agreement, the Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors, and assignees from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants', and experts' fees, costs, and expenses) arising from (A) any breach of any representation or warranty made in this paragraph and/or (B) environmental conditions or noncompliance with any applicable law or regulation that result from operations or services in or about any School District property by Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean (A) any hazardous or regulated substance as defined by all federal, state, and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.) ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Agreement, (B) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter (airborne or otherwise), chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid, or gaseous form, or (C) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of

this Agreement.

9. BREACH, REMEDIES, AND TERMINATION

In addition to any other rights the School District may have in law or equity, the School District shall have the right to declare the Contractor in default and terminate this Agreement if:

- A. The Contractor becomes insolvent, makes an assignment for benefit of creditors, or if a petition in bankruptcy is filed by or against it.
- B. The Contractor shall abandon its services.
- C. The Contractor shall refuse to proceed with the services when and as directed by the School District.
- D. If the Contractor has been acting in bad faith by violating any of the provisions of this Agreement.
- E. The Contractor or its agents, servants, or employees have violated any applicable legal requirements.
- F. Services have been provided in a manner that imperils the safety of students.
- G. The Contractor is subject to liens due to non-payment of payroll taxes.
- H. The Contractor or its personnel have required licenses and/or permits revoked or such licenses and/or permits expire and are not renewed in a timely fashion.

The School District may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Agreement, provided that the School District shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice the Contractor shall not have corrected such failure to the School District's reasonable satisfaction, then the School District may, at its option, terminate this Agreement on the date specified in such notice.

10. ASSIGNMENT

This Agreement and any interest herein may not be assigned, subcontracted, or transferred, in whole or in part, by either Party without the prior written consent of the other Party, and any purported assignment or transfer without such consent shall be null and void.

11. FORCE MAJEURE

In the event the Contractor is unable to provide the custodial, grounds, and maintenance/repair services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, governmental action or any other like condition or cause beyond the Contractor's control, the School District shall excuse the Contractor from performance under this Agreement for the period the Contractor is unable to perform.

In such circumstance, the School District may take such reasonable measures as are required to provide or arrange for the provision of the contemplated custodial, grounds, and maintenance/repair services, with no obligation to the Contractor other than payment for services rendered through the date of the cessation of performance.

In the event of a strike by the Contractor's assigned personnel, the Contractor shall immediately procure replacement personnel necessary to perform the custodial, grounds, and maintenance/repair services hereunder. If the Contractor fails to procure such replacement personnel, the School District may procure the same and deduct the associated costs and expenses from the amounts owed to the Contractor. Should such strike continue for five (5) or more business days, the School District may terminate this Agreement, effective immediately upon written notice to the Contractor.

12. NONDISCRIMINATION

The Contractor shall not discriminate against any worker, employee, or applicant 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, sexual orientation, gender identity or expression, height, weight, disability, citizenship, or marital status. Breach of this covenant may be regarded as a material breach of contract.

13. NO WAIVER

The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either Party to enforce each and every such provision thereafter.

14. SEVERABILITY

If any provision or provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby and shall remain in full force and effect.

15. GOVERNING LAW

This Agreement shall be subject to and interpreted under the laws of the State of Michigan. The applicable law for any legal disputes arising out of this Agreement shall be the laws of the State of Michigan, and the forum and venue for any such disputes shall be based in Ingham County, Michigan.

16. DISPUTE RESOLUTION

The Parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the Parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the Parties from agreeing in the future to submit a dispute to arbitration.

17. NOTICES

All notices or communications required or permitted as a part of this Agreement shall be in writing, unless otherwise expressly provided in this Agreement and shall be considered delivered:

A. upon receipt, when personally delivered; or

B. five (5) days after deposit in the U.S. Mail with proper postage (certified mail, return receipt requested).

Notices shall be provided at the following respective addresses, unless changed by either Party:

To the School District:

Lansing School District
Attn: Superintendent of Schools
519 West Kalamazoo Street
Lansing, Michigan 48933-2080

To the Contractor:

TBD

18. MISCELLANEOUS

The Contractor shall promptly, courteously, appropriately address any complaint or concern brought to its attention by a parent, guardian, or other party representing the interest of a student receiving services, and shall so notify the School District.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which together shall be deemed to be an agreement.

20. ENTIRE AGREEMENT

This Agreement, together with its attachments, constitutes the entire agreement between the Parties, supersedes all previous agreements, written or oral, and there are no understandings, representations or warranties of any kind, express, implied, or otherwise, not expressly set forth in this Agreement.

21. AUTHORITY

Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of the School District and the Contractor, respectively.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates affixed next to their respective names.

LANSING SCHOOL DISTRICT
a Michigan general powers school district

By: _____

Ben Shuldiner

Its: Superintendent of Schools

Dated: _____, 2024

By: _____

Its: _____

Dated: _____, 2024

Attachment E – Form for use in Requesting Clarification (1.5.2)

Proposers may request clarification of information within the RFP. All such requests shall be made in writing to Lansing School District at the street address and/or email address given; using Form provided below. Page can be duplicated if more space is required.

Item Title For Clarification:

Section Number for Clarification:

Question or Request for Clarification:

Item Title For Clarification:

Section Number for Clarification:

Question or Request for Clarification:

Item Title For Clarification:

Section Number for Clarification:

Question or Request for Clarification:

Attachment F – Non-Exclusive List of Services

It is acknowledged that the School District's services may be further described and that the Proposer is expected to perform any reasonably modified list of services. In no event shall services received by the School District be of lesser quality or frequency than that currently provided. A Proposer may seek clarification of those standards pursuant to the processes set forth in this RFP.

The following shall be considered the minimum acceptable standard for the activities performed under this Contract.

CUSTODIAL

Each school requires at least (1) day custodian(s). They will perform custodial duties and lite maintenance throughout the entire building throughout the entire shift. Please provide us with the services you provide to clean and maintain our facilities. The time to start will be determined after the awarding of the bid. The awarded bidder will also provide custodial services for the Field House and all athletic events. Custodial work will be done on an as needed basis at the closed buildings.

Emergency response cleaning to disinfect and sanitize an area, office, classroom or school as requested.

Prior to cleaning all floors, all severe spots and stains shall be removed so as to present a uniform appearance after cleaning. Proposer is responsible for removing furniture prior to cleaning and replacing furniture to original location after cleaning once carpeting has dried.

Wet Mopping and Scrubbing

The floors shall be properly prepared, thoroughly swept to remove all loose dirt and debris, gum, tar and other foreign substances.

Upon completion of wet mopping or scrubbing, the floor shall be clean, free of dirt, stains, spills, marks, mop marks, and properly rinsed and dry mopped to present a clean appearance.

All surfaces shall be dry with corners, cracks, and splice joints clean. Cove base, walls, furniture, doors, etc., shall be wiped clean to remove any streaks or splashes.

Germicidal disinfectant cleaner shall be used on all restroom floors, walls, partitions, fixtures and equipment when cleaning.

Floor Finishing and Buffing

Floor finish shall be applied in a thin, even coat. The number of coats applied will depend on the use and condition of the floor but in no case will be less than two coats be applied.

At the stated frequencies, floors shall be wet mopped and buffed between regular floor finishing operations. The floor shall be properly swept free of all loose dirt prior to mopping.

The floor area will be machine spray buffed to restore the gloss to the floor. Finish floor as necessary to restore floor to clean, bright appearance. Do not allow floor finish buildup at edges or corners and blend floor finish into existing floor finish leaving no demarcation line between the two. Floor finish shall not be applied to top of drain clean-outs or floor covers.

Stripping and Sealing

There shall be complete removal of all dirt, old floor finish and other substances in returning floor to its original surface.

All corners, edges, cracks, splice joints and around other floor mounted appurtenances shall be completely cleaned. Two thin coats of appropriate sealer shall be applied with caution to prevent streaking or bleaching of the floor surface. This application shall be applied in accordance with the manufacturer's recommendation and shall be compatible with the floor finish to be used.

Carpet Shampooing

All carpets shall be thoroughly cleaned by the Proposer using steam-water extraction method with water pick up capable of reducing remaining water to a minimum of 10 percent (10%) by weight moisture content.

Rugs/Mats, Carpets, and Upholstery

After vacuuming, all rugs/mats and carpets shall be free from dust balls, dirt and other debris.

All areas not reached by vacuum, shall be hand cleaned using appropriate cleaning equipment.

Soft upholstery shall be free of all lint, dust and other debris. Fabric or nap shall not be damaged by cleaning procedure.

Dusting

Dusting residue shall not be moved from spot to spot but removed directly from the area in which it lies by the most effective means appropriate; treated dusting cloths, hand duster or vacuum tools.

There shall be no dust streaks remaining on any surface, including corners, ledges, shelves, molding, etc.

There shall be no oils, spots, smudges, or residue from dusting aids on dusted surfaces.

Damp Wiping

This task consists of using a clean, damp cloth or sponge to remove all dirt spots, streaks from walls, glass or other specified surfaces, and then drying to provide a polished appearance.

Furniture Upkeep

Desks, files, tables, cabinets, etc., shall be kept free of fingerprints, stains, smudges, etc. Chrome legs and edgings shall be cleaned free of marks and polished to a bright appearance.

Water fountains shall be disinfected with germicidal disinfectant cleaner; the chrome, stainless steel and cabinets polished to a clean, bright appearance.

Elevators shall be kept polished to a clean, bright appearance and free of fingerprints, stains, smudges, etc.

Sinks, toilets, floor drains shall be cleaned with disinfectant. Neutralizer shall be applied to floor drains weekly.

Vandalism to walls, floors, surfaces, or structures will be reported immediately and remedied using appropriate products.

Custodial Services List	Daily	Weekly	Monthly	As Required
General				
Close and secure all windows	X			
Empty all trash	X			
Lock and unlock doors as requested	X			
Flag duty - raise and lower as required	X			
Turn off lights	X			
Replace trash can liners when dirty	X			
Remove litter (indoors)	X			
Emergency cleanups				X
Delivery Receiving - not food related				X
Accept, store and distribute all non-food deliveries				X
Distribution of copy paper				X
Identify any needed repairs and perform, submit to Work order system if licensed repair required				X
Submit work order for all broken equipment if licensed repair required or time does not allow for repair				X
Furniture moving associated with cleaning				X
Remove trash that is too large for standard waste containers				X
Set up and take down chairs and other necessary furniture for large group meetings, parent/teacher conferences, etc. (during school and after hours if required)				X
Provide building entry and cleanup for large group meetings, parent/teacher conferences, etc. (during school hours and after hours if required)				X
Clean all accessible light fixtures				X
Clean all student and teacher furniture				
Clean baseboards				1X / year
Administrative Offices, Conference Rooms, Teacher's Lounge, Faculty/Staff (Non-administrative) Offices				
Empty waste containers/spot clean spillage	X			
Spot wet mop spillage	X			
Sweep/dry mop floors	X			
Dust furniture and other flat surfaces		X		
Wet mop floors				X
Clean waste containers			X	
Strip/seal/wax floor				1X / year and /or breaks
Spot vacuum carpet	X			
Vacuum entire carpet -- Non-Central Office		X		
Vacuum entire carpet - Central Office		X		

Custodial Services List	Daily	Weekly	Monthly	As Required
Administrative Offices, Conference Rooms, Teacher's Lounge, Faculty/Staff (Non-administrative) Offices cont.				
Spot clean carpet				X
Shampoo carpet				1X / year and /or breaks
Auditorium/Lobby, Conference Rooms, and Media Centers				
Clean door(s) glass & hardware (interior & exterior)	X			
Clean interior restrooms and re-stock	X			
Clean sinks	X			
Dry mop floor (if applicable)	X			
Empty trash	X			
Spot wet mop floor	X			
Spot wash walls				X
Spot clean upholstered furniture				X
Spray, buff & polish floor				X
Clean/dust fan blades				X
Clean trash cans				X
Clean vents				X
Clean/dust window blinds				X
Clean windows, interior				X
Complete high dusting				X
Wash tables/desks/chairs				X
Vacuum upholstered office furniture				1X / year and /or breaks
Strip/seal/wax floor				1X / year and /or breaks
Spot clean auditorium seats				X
Wet mop auditorium floor (around seats)				X
Vacuum carpet		X		
Spot clean carpet				X
Shampoo carpet				1X / year and /or breaks
Boiler Rooms, Custodial and Storage Closets, and Other Mechanical Areas				
Clean sinks				X
Dry mop floor				X
Ensure room is clean, dry and odor free		X		
Clean vents		X		
Spot wet mop		X		
Dust horizontal surfaces				X
Clean trash cans			X	
Wet mop entire floor			X	
Complete high dusting				X
Clean windows, interior				X

Custodial Services List	Daily	Weekly	Monthly	As Required
Cafeterias, Lunchrooms/Multi-Purpose Rooms - Food Service staff cleans food prep areas				
Clean door glass, interior glass & hardware (interior)	X			
Deep clean table and chairs				1X / year
Clean sinks & sanitize fountains	X			X
Dry mop floor	X			
Empty trash/recycling containers	X			
Set up and take down lunch tables	X			
Spot wash walls	X			X
Spot wet mop floor	X			X
Clean windows exterior				X
Clean trash cans		X		X
Wet mop entire floor	X			X
Spray buff & polish				2X / year
Clean vents				X
Clean walls, base & moldings				X
Complete high dusting				X
Clean light fixtures				X
Strip, seal; and wax floor				1X / year
Classrooms and Laboratories				
Clean classroom restrooms and re-stock	X			
Clean sinks & sanitize fountains	X			
Clean student and teacher desktop and tables			X	
Empty waste containers & spot clean spillage	X			
Dry mop floor	X			
Spot wet mop floor	X			
Clean door glass & hardware (interior)	X			
Clean countertops (dust and wash), including computer counters in classrooms		X		
Clean/dust windowsills, baseboard, & moldings				X or breaks
Dust windowsills, ledges, and shelves				X or breaks
Dust desktops and furniture tops				X
Clean/dust window blinds				X or breaks
Clean trash cans				X
Clean vents				X or breaks
Complete high dusting				X or breaks
Dust all baseboards				X or breaks
Dust all pictures, frames, charts, graphs, and similar wall hangings not reached in nightly cleaning				X or breaks
Clean windows, exterior				1X / year
Clean blinds				1X / year

Custodial Services List	Daily	Weekly	Monthly	As Required
Classrooms and Laboratories cont.				
Clean student furniture				1X / year
Wet mop/spray buff floor				X
Spot vacuum carpet	X			
Spot clean carpet				X
Vacuum entire carpet		X		
Shampoo carpet				1X / year
Corridors, Hallways, and Lobbies				
Clean door glass & hardware (interior)	X			
Sweep/vacuum walk-off mats(including exterior)	X			
Clean/sanitize water fountains	X			
Dry mop floor	X			
Dust mop/spot clean stair treads, risers, railings, and balusters & base (stairs daily)		X		
Empty trash/recycling containers	X			
Spot clean walls and doors				X
Spot wet mop floors	X			X
Clean windows & exterior				X
Clean, scrub, and extract walk-off mats				2X / year
Dust student locker tops				X
Roll-up walk-off mats/sweep/wet mop underneath		X		
Wet mop entire floor		X		
Wet mop/scrub stair treads, risers, landings, railings, balusters & base		X		
Auto scrub floor	X			X
Clean vents			X	
Clean/scrub trash cans			X	
Complete high dusting			X	
Damp wipe/dust hand railings			X	
Clean waste containers				Quarterly
Clean lockers, inside and outside				1X / year
Strip/seal/wax floor				1X / year
Vacuum carpet		X		X
Spot clean carpet	X			
Shampoo carpet				1X / year
Entranceways				
Open entrance doors in a.m. and secure in p.m.	X			
Clean door glass and hardware (interior & exterior)	X			X
Sweep/vacuum walk off mats, first floor (including exterior)	X			
Dry mop floor				X

Custodial Services List	Daily	Weekly	Monthly	As Required
Entranceways cont.				
Spot clean walls and doors				X
Spot wet mop	X			X
Auto scrub entire floor	X			
Clean windows, interior -- Low	X			
Roll-up walk-off mats/sweep/wet mop				X
Spray, buff, and polish floor				X
Clean, scrub, and extract walk-off mats				1X / year
Clean light fixtures				X
Clean vents				X
Complete high dusting				X
Strip/seal/wax floor				1X / year
Spot clean carpet				X
Vacuum carpet		X		X
Shampoo carpet				1X / year
Outside				
Remove litter and broken glass from entrance area, parking lot(s), and playground(s)				X
Sweep exterior entrance area				X
Clean exterior windows (first floor)				1X / year
Snow removal at entrance areas and sidewalks				X
Restrooms, Locker Rooms & Showers				
Re-fill paper and soap dispensers	X			
Clean and sanitize all fixtures -- sinks, stools, urinals (including toilet bowls, seats, covers, lids, base, and heads)	X			
Clean toilet bowls & urinals, including seat, cover, lid base and head.	X			
Clean and sanitize countertops	X			
Clean doors, doorknobs, and push plates (interior & exterior)	X			
Clean mirrors	X			
Dry mop floor	X			
Wet mop and sanitize entire floor	X			
Empty trash/recycling containers	X			
Spot clean doors/partitions/walls	X			
Remove thrown objects on walls and other areas, including gum, spit wads, paper wads, etc.	X			
Clean/disinfect trash cans		X		
Dust horizontal surfaces		X		
Dust locker tops			X	

Custodial Services List	Daily	Weekly	Monthly	As Required
Restrooms, Locker Rooms & Showers cont.				
Machine scrub/power wash/disinfect floors		X		
Clean hand towel dispensers		X		
Scrub/power wash/disinfect walls & stalls; remove residue, soap scum and marks				X
Totally clean partitions/doors				X
Clean all vertical surfaces (walls & stalls)			X	Breaks
Clean vents			X	
Clean windows, interior & exterior			X	
Complete high dusting			X	
Clean locker exteriors				Breaks
Dust vents				Breaks
Clean lockers - inside and outside				1X / year
Check all floor traps and drains for debris and waste				X
Strip/seal/wax floor				1X / year
Pour neutralizer down drains to reduce odor		X		
High School and Middle School Gymnasiums				
Dry mop floor using mop treated with approved solution	X			
Extend bleachers & damp mop floorboards and aisles, damp wipe seats				X
Sweep bleachers and dry mop floor beneath bleachers				After each sporting event if bleachers were used
"Screen" and refinish gym floor				1X / year
Wet mop spills/spots (cold/damp mop & dry)				X
Use walk-behind floor washer on gym floor. Auto scrub once a week during season.	X			
Clean and sanitize all fountain/fixtures	X			
Clean door glass and hardware (interior)	X			
Empty trash/recycling containers	X			
Damp wipe seats				1X / year
Clean vertical surfaces (walls & stalls)		X		
Clean trash cans		X		
Clean vents				X
Clean windows exterior				X
Complete high dusting				X
Elevators				
Sweep floor	X			
Wet mop/clean tracks/buttons		X		
Clean walls/ceiling panels, etc.				Breaks

Custodial Services List	Daily	Weekly	Monthly	As Required
Stairwells and Landings				
Dust mop/spot clean stair treads, risers, landings	X			
Spot clean walls and doors				X
Spot wet mop spillage	X			
Sweep/dry mop stairs and landings	X			
Dust mop under stairs	X			
Clean door glass and hardware (interior)	X			
Clean windows, interior & exterior -- low		X		
Clean, scrub, and extract walk-off mats		X		X
Roll-up walk-off mats/sweep/wet mop underneath				X
Wet mop base, landings, and risers	X			
Clean vents				X
Clean waste containers				X
Clean/scrub trash cans				X
Complete high dusting				X
Damp wipe/dust hand railings and balusters				X
Clean windows, exterior				1X/year
Strip/seal/wax floor				1X/year
Athletic Complexes/Eastern Fields/ Stadiums				
Clean any athletic field complex including bleachers, under bleachers, rest rooms, associated with Physical Education classes as defined by prior locations prior	X			Regularly scheduled instruction
Re-supply paper products				X
Clean windows				X
Empty trash				X
Sweep floor				X
Custodial Services List	Daily	Weekly	Monthly	As Required
Custodial Services excluded from Daily Schedules - As Requested by Client				
Cleaning and assistance for Facility Rentals				
Graffiti removal / vandalism repair				
Vendor Tours				
Furniture, Equipment, and File moves				
Large Athletic events that extend beyond daily schedules				
Set up and storage of Athletic Field equipment				
Emergency water clean-up/flooding				

GROUND'S MAINTENANCE

Proposer shall develop, implement, and manage an effective program of grounds maintenance for District school properties and other district owned, leased or rented greenspace. The program shall be designed to promote the overall attractiveness of the grounds as well as the safe and enjoyable use of recreational facilities. All procedures will be in accordance with established environmental protection policies and shall be cost effective. The levels and frequency of care for each site shall be established by mutual agreement between Proposer and District and will be based on specific site use, relative impact on overall site appearance, and safety factors.

Proposers must comply with or subcontract with individuals or companies that possess all requisite licenses or certifications to perform the services outlined below.

In addition to the terms and conditions in the RFP and the Contract, the Proposer shall perform the following tasks/duties as part of the Grounds Services:

Responsibility to maintain, safeguard, and service the Facilities and occupants of the Facilities.

Responsibility for minor asphalt patching/repair.

Responsibility for exterior trash can emptying daily.

Responsibility for parking and traffic apparatus installation as needed.

Perform all aspects of the Grounds Services utilizing licensed or skilled tradespersons as required by law, and operate all Equipment in accordance with all applicable laws, as well as in a manner which promotes safety.

All District Facilities designated for Grounds Services are to be mowed and trimmed to maintain a professional, neat and uniform appearance. Facilities shall be trimmed every time they are mowed and at the same time they are mowed. Minor tree trimming and minor shrub/brush clean-up is also required.

Mowing around buildings and facilities must be done with guards down, to prevent building damage or breakage. Proposer is responsible for any damage to District property as a result of mowing debris, including but not limited, broken windows, corner damages, etc.

Mowing must be a scheduled event between March 1 and November 30 unless approval is given to dismiss scheduled cuts.

Mowing frequency shall occur at least once every seven (7) days at each Facility between March 1 and November 30, such that the grass cutting or clippings are not of sufficient quantity to detract from the overall site appearance. Under no circumstances shall the Contractor dump clippings or other lawn debris on District property. If the time between mowing must be extended for any reason, thereby causing an excessive amount of clippings on the lawn, the clippings shall be eliminated by whatever means are available to the Proposer and at no expense to the District. Grass clipping should never be ejected onto building entrance ways. Upon any occurrence clippings should be immediately removed from an entrance way.

All litter such as paper, cans, bottles, etc. must be picked up and disposed of prior to mowing. All trash containers shall be emptied regularly and disposed of legally or deposited in the District's dumpster at the Facility.

All grass termination at various paving and concrete details shall be maintained to keep grass overgrowth off sidewalks and out of bedded areas. Trimming shall be done simultaneously with each mowing in all areas that are inaccessible to mowing equipment. This includes fence lines, back stops, play areas, playground equipment, under fixed bleachers, next to buildings where established plantings are not present, curb lines, cracks in hard play surfaces, and around all other obstacles to provide a neat and even appearance to the entire Facility.

Additionally, vertical edging to remove grass overgrowth around lawn perimeters, sidewalks, and bedded areas shall be done twice per month between April 15th and June 15th, and once per month between June 15th and November 30th. Trimmers shall be used to maintain a crisp and neat appearance. Care shall be used when trimming around trees and posts to prevent damage to these items and as to not "girdle" said trees/posts with clippings.

Mowing shall be coordinated to prevent the depositing of clippings/mowing debris into planters, flowerbeds, or into base mounted equipment such as A/C condensers. Any clippings or debris blown into these areas shall be removed immediately by the Proposer at no additional charge.

All leaves are to be cleaned out of landscape beds and from lawn areas at least once between April 1st and April 30th, and once again between October 15th and November 15th. A final clean up shall take place in mid-late November after a majority of leaves have fallen from the trees. Out of season mowing may be called for on an "as needed" basis.

The Proposer shall monitor all high school, middle school, and elementary athletic fields that are equipped with automatic irrigation systems and some Facilities, including specialty sites and elementary Facilities that have additional irrigation systems around "curb appeal areas." Use scheduled weed control for all athletic areas.

The Proposer shall monitor sprinkler times and is responsible to coordinate mowing schedules. The Proposer is responsible to notify the District of any sprinkler malfunction or maintenance problem.

The Proposer shall apply approved athletic field paint to line ball fields, natural turf fields and synthetic turf fields as necessary in accordance with the District's athletic schedule.

Spreading mulch one time per year in designated areas as requested by the District.

Weed flower beds as necessary to maintain weed free environment, cut and apply a pre-emergent weed killer in flowers beds in the spring.

Insects, including fire ants, and disease control management on shrubs, trees, or sod. Certified chemical applicators as needed, in accordance with Proposers Integrated Pest Management (IPM) plan.

Minor tree and shrub trimming to maintain neat appearance.

Mowing of natural turf athletic fields as necessary to provide proper turf height for all athletic events. Proposer shall utilize "mulching" mowers so that grass clippings are not deposited or left on fields in clumps. If clumps of clippings occur, the Proposer shall remove or alleviate said clumps at their expense.

Maintenance of artificial turf fields.

Cleaning all stadiums promptly after all home games/contests. This is especially important when rentals of the same are scheduled. Custodial services are required after all events on campuses regardless of gradelevel.

Install and remove the wind screens around the tennis courts annually. Coaching staff will maintain the screens otherwise.

Snow removal shall be completed one (1) hour prior to school start times; this includes the removal of snow from all walkways, paths, parking lots, etc. No driving of road vehicles on the sidewalks is allowed.

School Name	Sidewalk linear	Plowable Area	Sidewalk Sq ft
Admin	1523	27540	12184
Attwood	2096	31292	16768
Averill	1407	28390	11256
Beekman	5343	152894	42744
Cavanuagh	2353	45558	18824

Cumberland	953	28994	7624
Dwight Rich	3924	113186	31392
Eastern	7856	165309	62848
Elmhurst	1536	43574	12288
Everett	7052	384045	56416
Fieldhouse	5505	272418	44040
Forest View	1730	52336	13840
Gardner	13123	223768	104984
Gardner Church	501	46711	4008
Gier Park	1867	39542	14936
Harley Franks	2549	35914	20392
Kendon	2365	8137	18920
Leawood	1068		8544
Lewton	4081	34648	32648
Lyons	2200	16563	17600
North	3471	149960	27768
Pattengill	4200	81755	33600
Pleasant View	2913	33277	23304
Post Oak	3500	34484	28000
Riddle	2777	37014	22216
Service Center/VMC	5125	144161	41000
Sexton	3406	301669	27248
Sheridan Rd	964	63903	7712
Wainwright	2150	43612	17200
Wexford	1336	74499	10688
Willow	2482	17322	19856
Woodcreek	1184	36652	9472

MATERIALS MANAGEMENT / WAREHOUSE

Proposer will provide a Materials Management Services Program (the "Materials Management Program") to the District as described herein. The Materials Management Program will be implemented at the following location to service all the facility locations within the District's geographic boundaries: Physical Plant Services, 1717 Sams Way, Lansing

Proposer will provide a manager for the Materials Management Program (the "Materials Manager"). The Materials Manager will coordinate the management and the activities of the employees managed under the Materials Management Program, which personnel will be provided by, and will be employees of Proposer, except as otherwise provided for.

The Materials Manager's duties will be:

- to manage the Logistics and Supply Chain functions;
- to consult with, and make recommendations to District on, Logistics and Supply Chain functions and services;
- to review and adjust resources within Proposer's departments managed under the Materials Management Program;
- to work with District to develop, implement, and maintain processes and procedures within the Materials Management Program that will comply with applicable regulatory standards;
- to work with District to reduce the amount of dead stock items, remove outdated supplies and equipment, and improve the purchasing programs to increase direct purchase and delivery from vendors and decrease procurement cost;
- to produce reports related to the operation and measurement of the Materials Management Program;

- to ensure an adequate number of skilled employees are maintained;

The Materials Manager shall have the necessary operational expertise, acumen, and management skills to interface with all levels of District in a variety of settings. The Manager will report to the Proposer's Resident District Manager assigned to District's location.

At the commencement of this Agreement, Proposer and District shall jointly inventory all supplies currently warehoused by District and determine the usability of such existing inventory. Proposer will implement policies and procedures meant to standardize operations and improve processes and work flow. These written Standard Operation Procedures will become the outline for the delivery of supply chain services to the District. Standard Operation Procedures will be developed for the following areas:

- Housekeeping and Cleanliness of the Warehouse spaces
- Employee Safety and Training Procedures
- Standards of Performance
- Order Fulfillment Procedures
- Optimization of Economic Order Planning
- Material Resource Planning
- Safety Stock Standards
- Reverse Logistics
- Customer Delivery Schedules
- Standard Customer Order Calendar
- Customer Problem Resolution
- Records Storage and Retrieval
- Cold Storage Procedures
- Product Standards Procedures and Committee
- Stock Rotation and Put Away Procedures
- Stock Receiving Procedures

These procedures will be reviewed on an annual basis for modification or updating. Other procedures may be added or removed depending on the needs of District in the efficient and effective management of the District's Supply Chain.

Most of non-planned requests are identified as a school-initiated project or simply a project request. The scope of work is described from the customer's perspective be it the Principal or other administrator, then the service provider will add more detail to the scope. The service provider will obtain estimates from various vendors and will seek funding for the project through the Director of Facilities. Once funding is identified, a notice is given to the most responsive bidder. The work is monitored by the service provider and the work is assessed to determine successful completion.

The importance of good communications in an operation cannot be overstated. The program will emphasize a process of effective communication so that customers of the warehouse can know the status of their requests and understand approximate delivery timetables. The Materials Manager will work with District to improve the performance of the software to assist in this order processing, stocking and reporting, and communication process.

Proposer shall be responsible for maintaining all vehicles and equipment needed to operate the materials management program. Proposer shall keep all vehicles and equipment in good working order and shall ensure that all vehicles and equipment are in compliance with any applicable laws, regulations, and safety standards.

District will provide Wex Fuel Cards for each of the District owned vehicles usage. Proposer will keep Fuel Cards in assigned vehicles, and prevent any unauthorized usage. If unauthorized usage is determined, Proposer will reimburse

District for any and all charges; and personnel responsible for unauthorized usage may face disciplinary action up to and including termination.

The Materials Manager will have responsibility to review the space allocation and utilization on an annual basis. This evaluation will be with an eye towards maximizing operations efficiencies and improved supply chain delivery. The Warehouse facility would contain the following functional supplies:

- Custodial Supplies
- Plant Operations Parts and Supplies
- Materials of Instruction
- New Textbook distribution
- Printed Forms
- Vehicle Parts
- Food Service Disposable Supplies
- Food Service Cold Storage
- Storage of surplus furniture
- Dead Stock for Auctions
- Records storage, students and staff
- Out of adoption textbooks

Proposer and District shall jointly evaluate and update storage practices, inventory and control to ensure that such procedures are in conformance with District's agreement with the State Distributing Agency requirements. Proposer will also continue to evaluate all delivery processes and functions, with an eye toward the reduction of redundancies and expense while maintaining the highest level of customer service.

Proposer will place at least one buyer into the Materials Management Program for the purpose of procuring custodial, maintenance, grounds and vehicle expendable supplies. This buyer will also assist the District in purchasing related supplies and equipment on an as needed basis. The Materials Manager and buyer will also offer assistance to the District in development of alternative methodologies of procurement for certain types of commodities, i.e. market based contracts, prime vendor contracts, etc.

Proposer will put in place a pony delivery service that will ensure that mail and other materials are delivered to District's sites on a regular basis. In addition, additional pony services will be put in place for peak delivery times such as new textbook delivery and special events.

Utility functions, such as the movement of desks, tables, and chairs, will be handled by warehouse staff. As with pony services, warehouse staff will be increased as necessary to handle peak periods such as when a building gets new furniture. The laundry of custodial mops and rags will also be within the Utility Functions and report to the Materials Manager.

The Materials Management Program will use the Proposer's software program. The Materials Manager will work with the District to modify and develop reports necessary for improved communications, for improved storage and management, for improved inventory control and management, and improved order entry and order fulfillment to the District's operating departments.

Proposer agrees to provide sufficient training to its warehouse staff to ensure regulatory compliance and a safe/efficient workplace. Training shall include but not be limited to:

- OSHA certified Lift Truck Safety
- Truck Loading

- Lift Truck Basics
- Dock Safety
- Fire Safety
- HAZMAT Storage and Handling
- MSDS
- Housekeeping
- OSHA's Ergonomic Standard
- CDL Training & Licensure
- Proper Lifting Techniques
- Work Order Software Training

Other training will include customer service procedures, warehouse inventory accuracy, cycle counting, optimizing the economic order quantity, optimizing the safety stock, order picking methodologies, and reverse logistics. This training is designed to improve inventory and asset management and financial cost control of the Proposer's and District's financial investment.

MAINTENANCE

The buildings staffed by contracted custodians must possess the training and ability to maintain the buildings regarding normal day-to-day minor repairs and replacement and preventive maintenance procedures. This includes all labor necessary to perform preventative maintenance and regular repair for all School District Facilities, including non-licensed and licensed HVAC maintenance, plumbing, electrical and other specified preventative maintenance and repair. This may include additional duties other than what is listed in this bid document and depends on the design of each maintenance program that will be provided by the Proposer. The Proposer shall specify what they consider to be minor and major and bid accordingly. Non-licensed HVAC services may include, but are not limited to, adjustments to controls, motor replacement, etc., and any repairs that can be made without a license per state regulatory rules.

Maintenance technicians shall be of a general skill level and must be able to perform a wide variety of maintenance tasks. General building maintenance and preventative maintenance shall be, but not limited to, replacing ceiling tile, floor tile, replace broken windows, maintain door hardware, bathroom stall partitions, classroom furniture and equipment, custodial equipment repair, schedule elevator inspections, sidewalk and other masonry repairs.

In the event the District requests work performed that is outside the scope of this Proposal, and is not included in the Contract Price, Proposer shall provide the District with a fixed price quote for such out of scope work, which quote shall be based on the following:

- Estimate of the expenses to be incurred for the goods, materials, services, supplies and/or equipment
- Fixed labor rate established by Proposer

Any expenditure equal to or greater than \$3000.00; for any new construction, renewal, replacement, renovation and/or modification of any of District's buildings, equipment, or appliances; District will be responsible for amounts over the \$3000.00 provided that the following conditions are met:

- Extends the life, or increases the value, of any such building, equipment, and/or appliance
- Has a useful life of at least 3 years

Fire Alarms – Respond to and reset pulled fire alarm stations, schedule all annual maintenance inspections and respond to regulatory requirements, maintain fire extinguishers and smoke alarms. Assist District with scheduled fire alarm and safety drills.

Boiler Room – Keep boiler rooms clean, perform preventative maintenance on all circulating pumps, ejector sump pumps, water heaters and other mechanical room equipment. Perform monthly boiler control tests as required by the state (LARA) boiler

division, schedule all CSD-1 and rule 27 testing, check boiler operations daily, and observe electrical distribution and motor control equipment.

HVAC – Adjust and maintain all HVAC equipment such as roof top split system heating and air conditioning as well as pneumatic thermostat, actuators and DDC controls.

Electrical – Replace light bulbs, perform light electrical repairs, and oversee the repairs on high voltage electrical equipment and controls.

Plumbing – Make repairs to all plumbing fixtures and replace as needed, unclog drains, repair / fix drains and water lines as necessary, and perform all preventative maintenance.

Minor door and door hardware repair/replacement.

Minor window and window frame repair/replacement.

Minor carpentry including wall framing, bathroom partition replacement/repair, molding installation, shelf repair, build partitions, etc.

Bulletin board removal, replacement or repair.

Cleaning and caring for tools and equipment.

Miscellaneous duties including plaster or drywall repairs, carpet repair, minor floor, roof repair, minor electrical repair, minor plumbing repair, i.e. unclog drains.

Inspect and diagnose problems and determine the best way to correct them, frequently checking blueprints, repair manuals, and parts catalogs. Use common hand and power tools such as screwdrivers, saws, drills, wrenches, and hammers, as well as specialized equipment and electronic testing devices.

Perform routine preventative maintenance on machines, building systems, and equipment.

Provide skilled trades staff to inspect drives, motors, and belts, check fluid levels, replace filters, and perform other maintenance actions. Maintain records.

Other maintenance items include but are not limited to:

Closed building upkeep

District Heating and Cooling Maintenance Personnel

Power vacuuming of furnace systems

Filter replacement

Performs preventive maintenance and minor repairs for various HVAC systems

Lifts/moves heavy objects, climbs ladders, and works at heights

Take and adhere to all health and safety precautions

Operate associated equipment and other related duties as assigned

Make on-site preparations such as building scaffolding, covering fixtures etc.

Prepare walls and other surfaces for painting by scraping, using sandpaper, removing old paint etc.

Fill cracks and holes with appropriate material (e.g. plaster)

Mix paint and other materials to prepare the right color or texture

Paint surfaces according to instructions with various tools

Apply varnish and other finishes

Good knowledge of safety, and health codes for public swimming pools; safety procedures for storing, handling, and using toxic chemicals

Using hand tools associated with plumbing and electrical trades and pool maintenance

Possess valid State of Michigan Pool Operator's Certificate

Possess a Standard First Aid and CPR/AED Certificate

Experience maintaining and repairing commercial swimming pool mechanical equipment including water intake, outlet, and filtration systems;

Experience operating a water regulating, filtration, and purification system in a public swimming pool

Operates, repairs, maintains, and cleans mechanical equipment for pool operation including water filtration and chemical purification systems, intake and outlet valves, chemical feeders, pumps, compressors, seals, vacuum equipment, and chlorine metering devices; regulates water temperature and levels

Maintains cleanliness of pools and perform inspections as required by State or Federal law.

Determines and implements preventive maintenance program for pool operation; operates and maintains pool boiler system and participates in major repairs

Restarts, reflags, and resets pilot and electrical boiler system and system alarms; insures non-mechanical pool equipment meets code specifications; coordinates walk-through inspections of pool facilities and takes necessary corrective action

Oversees shut down for annual and emergency maintenance procedures; monitors building operations and insures sanitation codes are met; stores toxic chemicals; sanitizes swim decks and acid-washes pool, decks, gutters, and filters; vacuums pool floors; replaces underwater lights.

Submits water samples for health department testing; tests and maintains pool chemical levels; tests and services safety equipment; administers first aid and CPR; complies with health and safety codes.

Vandalism to walls, floors, surfaces, or structures will be reported immediately and remedied using appropriate products.

All other special areas of maintenance may be performed by a third party contractor at Proposer's discretion and cost with District's authorization.

Attachment G – District Owned Vehicles and Equipment

Year	Make	Model
1999	Ford	F-350 HD
2001	Ford	F350
2001	Ford	F350
2001	Ford	F350
2001	Ford	F350
2001	Ford	F350
2001	International	Dump Truck
2012	Dodge	Mini-van
2012	Dodge	Mini-van
2014	Dodge	Mini-van
2014	FORD	E 250 VAN
2014	FORD	E 250 VAN
2014	FORD	E 250 VAN
2014	FORD	E 250 VAN
2014	FORD	E 250 VAN
2014	FORD	E 350 BOXVAN
2014	FORD	F 350 TRK
2014	FORD	F 250
2014	FORD	Van
2014	Ford	Van
2014	Ford	Van
2014	Ford	Van
2015	Ford	Transit
2015	Ford	Pick up
2015	Ford	Pick up
2016	FORD	Food Service Truck F750
2016	Ford	Food Service Truck F750
2016	Ford	Van
2016	Ford	Van
2016	Ford	TRANSIT
2017	Dodge	Dump Truck
2018	CanAm	4 Wheeler
2019	Freightliner	Food Truck
2020	Ford	Explorer
2020	Ford	Explorer
2020	Ford	Explorer
2020	Ford	Explorer
2016	Ford	Van
2015	Ford	E-350 Cutawa
2016	Ford	Pick up
2016	Ford	Pick up
2016	Ford	Pick up
2016	Ford	Pick up
2012	Ford	F-250
2015	Ford	E-350 Cutawa
2022	Ford	F450
2022	Ford	F350
2022	Ford	F350
2023	Chrysler	Pacifica
2020	Load Trail	Trailer

2021	Load Trail	Trailer
2021	RC	Trailer
2021	RC	Trailer
2021	RC	Trailer
2023	Load Trail/Big Tex	Trailer
2023	Torro	Grounds Master
2023	Torro	Grounds Master
2024	Legend	Trailer - 612TVSAR
2024	Legend	Trailer - 613TVSAR

Attachment H – Preventative Maintenance Schedule

Full list of PM Equipment and Maintenance Schedules available on Google Doc:

https://docs.google.com/spreadsheets/d/1yhwSpiJvaCVovIpX_PaZO5za2qOvewAGVCkTddzaifA/edit?usp=sharing

LANSING SCHOOL DISTRICT
PURCHASING DEPARTMENT
519 W. KALAMAZOO ST., ROOM 200
LANSING MI 48933
(517) 755-3030
FAX (517) 755-3019

SUPPLIER/VENDOR APPLICATION
(Please type or print)

PURFR016 – 7/7/08 – Version 5

MARK ONE:

- ☐ New Application
☐ Update

Date: _____

W-9 form attached? ☐ YES ☐ NO

DUN & BRADSTREET RATING (if available)

NAME OF COMPANY		FEDERAL ID NUMBER (OR) SOCIAL SECURITY NUMBER <small>Submit copy of W-9 form with application</small>	
ADDRESS TO WHICH BIDDING FORMS AND PURCHASE ORDERS ARE TO BE MAILED – STREET NO., CITY, STATE, ZIP CODE			
ADDRESS TO WHICH PAYMENTS ARE TO BE MAILED – STREET NO., CITY, STATE, ZIP CODE			
PARENT COMPANY AND ADDITIONAL OFFICE LOCATIONS IN MICHIGAN (May attach separate sheet)			
E-MAIL ADDRESS: <small>For Purchase orders to be emailed</small>		WEB SITE:	
TYPE OF ORGANIZATION <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		TELEPHONE #: _____ FACSIMILIE #: _____	
PERSONS TO CONTACT AND THOSE AUTHORIZED TO SIGN BIDS AND CONTRACTS IN YOUR NAME (if agent, so specify)			
Name		Official Capacity	
		Telephone No.	
PLEASE LIST ON THE REVERSE SIDE CLASSES OF EQUIPMENT, SUPPLIES, MATERIALS, AND/OR SERVICES ON WHICH YOU DESIRE TO BID. <input type="checkbox"/> Do you require a hard copy of verbal orders? Yes ____ No ____ Do you accept Procurement Cards? Yes ____ No ____ <input type="checkbox"/> Electronic Disk Catalog <input type="checkbox"/> Electronic Ordering			
Please complete the following: STANDARD PAYMENT TERMS: _____ PROMPT PAY DISCOUNT: _____ STANDARD DELIVERY TIME: _____			
PLEASE COMPLETE BELOW Please list percentage and circle category that applies: MINORITY OWNED: ____% Native-American Asian-Pacific American African-American Hispanic-American Asian-Indian American WOMEN OWNED: ____% White Native-American Asian-Pacific American African-American Hispanic-American Asian-Indian American DISABLED: ____% SMALL BUSINESS: Yes ____ No ____ Business located within LANSING SCHOOL District Yes ____ No ____ Are you certified? If so, list agencies _____ _____ _____ _____ Certificate Number: _____ _____ _____ _____			
SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS APPLICATION _____ NAME AND TITLE OF PERSON SIGNING (Please type or print) _____			

COMMODITY LIST

Please place a checkmark (✓) by the appropriate code and provide a detailed description of the commodities and/or services offered. If the complete NAICS Code is known please include this number in the description area.
Website URL address for NAICS is: <http://www.census.gov/epcd/www/naics.html>

NAICS CODE	DESCRIPTION
11 – Agriculture, Forestry, Fishing and Hunting	
21 – Mining	
22 – Utilities	
23 – Construction	
31-33 – Manufacturing	
42 – Wholesale Trade	
44-45 – Retail Trade	
48-49 – Transportation and Warehousing	
51 – Information	
52 – Finance and Insurance	
53 – Real Estate and Rental and Leasing	
54 – Professional, Scientific and Technical Services	
55 – Management of Companies and Enterprises	
56 – Administrative & Support, Waste Management & Remediation Services	
61 – Educational Services	
62 – Health Care and Social Assistance	
71 – Arts, Entertainment and Recreation	
72 – Accommodation and Foodservices	
81 – Other Services (except Public Administration)	
92 – Public Administration	
99 – Unclassified Establishments	

CATEGORY (Check below the category which applies to the applicant)

- ☐ (A) Manufacturer or Producer ☐ (B) Wholesaler ☐ (C) Retailer ☐ (D) Mfrgr's Agent ☐ (E) Distributor
☐ (F) Service Establishment



Committed to Quality

STATEMENT OF NO BID

NOTE: IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY TO:

Lansing School District
519 W KALAMAZOO ST
LANSING, MI 48933

BID NO: # _____

PHONE: 517-755-3030
FAX: 517-755-3019

We, the undersigned, have declined to bid on the above noted bid for the following reasons:

_____ Insufficient time to respond to the invitation to Bid.

_____ Request for Proposal is unclear.

_____ Do not offer this product or service.

_____ Our schedule will not permit us to perform.

_____ Unable to meet the specifications

_____ Specifications are unclear (Please explain below)

_____ Remove us from your Bidder Mailing List

_____ Other (Please specify below)

REMARKS:

Company Name: _____

Signature: _____

Date: _____ Telephone: _____ Fax: _____

AFFIDAVIT OF BIDDER

The undersigned, the owner or authorized officer of _____ (the "Bidder), pursuant to the familial disclosure requirement provided in the _____ (the "School District") advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of _____ and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by
_____.

, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____



Book	Policy Manual
Section	3000 Professional Staff
Title	NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	po3122
Status	Active
Adopted	November 1, 2016
Last Revised	June 22, 2023

3122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Race is inclusive of traits historically associated with race, including, but not limited to, hair texture and protective hairstyles. For purposes of this definition, "protective hairstyles" includes, but is not limited to, such hairstyles as braids, locks, and twists.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means a business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs").

Darin Walter
 Title IX - Public Safety
 517-755-2037
 519 W Kalamazoo
 Lansing, MI 48933
 darin.walter@lansingschools.net

Erin Miracle
 Human Resources Manager
 517-755-2010
 519 W Kalamazoo
 Lansing, MI 48933
 Erin.miracle@lansingschools.net

The names, titles, and contact information of these individuals will be published annually on the School District's website and in the staff handbooks, and in the School District Annual Report to the public

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. A copy of each of the Acts and regulations on which this notice is available upon request from the CO.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are required to report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level official who receives such a report shall file it with the CO within two (2) days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports of unlawful discrimination/retaliation directly from any member of the School District community or a Third Party, or received reports that are initially filed with another Board employee. Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the Complainant within two (2) business days to advise of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 3122 F2)

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint procedures

involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who alleges unlawful discrimination or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who participate in the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe doing so, the individual should tell or otherwise inform the Respondent that the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The Complainant should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainant when taking this initial step or to intervene on behalf of the individual if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination), the CO may advise against the use of the informal complaint process.

A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the Complainant about how to communicate concerns to the Respondent.
- B. Distributing a copy of Policy 3122 – Nondiscrimination and Equal Employment Opportunity to the individuals in the school building or office where the Respondent works.
- C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint and, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

A Complainant may file a formal complaint, either orally or in writing, with a principal, the CO, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs. If a Complainant informs a principal, Superintendent, or other District official, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO/designee within two (2) business days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 3122 - Nondiscrimination and Equal Employment Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful harassment/retaliation of the Complainant. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent must either issue a written decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the

specific situation.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided with the Complainant's identity.

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any supportive measures offered and/or provided to the Complainant and/or Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 10/19/17

Revised 11/15/18

T.C. 3/8/21

Revised 12/02/21

T.C. 6/22/23

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Legal

M.C.L. 37.2101 et seq., 37.1101 et seq.

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

29 C.F.R. Part 1635

29 U.S.C. 701 et seq., Rehabilitation Act of 1973 as amended

34 C.F.R. Part 110 (7/27/93)

42 U.S.C. 2000e et seq., Civil Rights Act of 1964

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

Fourteenth Amendment, U.S. Constitution

NON-DISCRIMINATION IN EMPLOYMENT CERTIFICATION

Lansing School District Certificate of Intent to Comply with “NON-DISCRIMINATION IN EMPLOYMENT” POLICY

I have read Lansing School District’s Policy #3122, including paragraph #13 and hereby state my intent to comply with the terms and conditions contained therein. Further I agree to furnish the Michigan Civil Rights Commission with such data and records concerning employment as may be requested by that agency in determining compliance with the policy.

Print or type name of Contact Person:

Signed: _____

Title: _____

Company: _____

Date: _____

AFFIDAVIT OF BIDDER - NON-COLLUSION

Lansing School District
AFFIDAVIT OF BIDDER
SWORN STATEMENT
“Non-Collusion”

DATE: _____

The Bidder, by its officers and agents or representatives, present at the time of filing this bid, being duly sworn, on their oaths, say that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, whereby such affiant or affiants or either of them has paid or is to pay to such other Bidder any sum of money, or has given, or is to give, to such other Bidder anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other Bidder or Bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid, will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

IN TESTIMONY WHEREOF, the Bidder (an authorized individual) has agrees to the above:

(Company Name)

By: _____
(Authorized Signer)

Print or type Name and Title of Signer

Address: _____

Notary Public: _____

Subscribed and sworn to before me on this _____ day of _____, 2016

County of: _____ My Commission expires: _____

Telephone number: _____

IRAN ECONOMIC SANCTIONS ACT CERTIFICATE

In accordance with the Iran Economic Sanctions Act, Michigan 2012 PA 517, effective April 1, 2013, (MCL 129.311, *et seq.*), (the "Act"), the undersigned certifies in support of its bid or proposal that it is not an Iran linked business as such is defined in the Act.

Contractor: _____

By: _____

Dated: _____

Name: _____

Title: _____

Act No. 517
Public Acts of 2012
Approved by the Governor
December 28, 2012
Filed with the Secretary of State
December 28, 2012
EFFECTIVE DATE: April 1, 2013

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012**

Introduced by Senators Kahn, Marleau, Brandenburg, Anderson, Green and Booher

ENROLLED SENATE BILL No. 1024

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

Sec. 2. As used in this act:

- (a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (b) "Investment" means 1 or more of the following:
 - (i) A commitment or contribution of funds or property.
 - (ii) A loan or other extension of credit.
 - (iii) The entry into or renewal of a contract for goods or services.
- (c) "Investment activity" means 1 or more of the following:
 - (i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - (ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (d) "Iran" means any agency or instrumentality of Iran.
- (e) "Iran linked business" means either of the following:
 - (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (f) "Person" means any of the following:
 - (i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - (ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

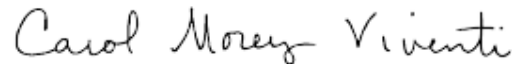
Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

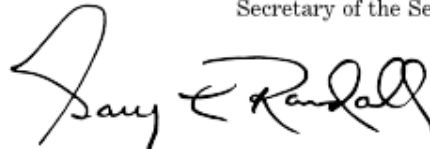
Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

Enacting section 1. This act takes effect April 1, 2013.

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives

LEGAL STATUS OF BIDDER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER

RESPONSIBILITY MATTERS. The Vendor and/or Bidder certifies to the best of its knowledge and belief that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offences enumerated above in this certification; and Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; is not now or has been, within a three-year period preceding this date, been listed on the Excluded Parties List System website (EPLS).

Vendor/contractor will notify the Lansing School District Purchasing Office immediately upon becoming suspended or debarred if there is any current or ongoing contract or agreement in place between the district and the vendor/contractor.

Firm Name:

Address:

Phone &

E-mail:

Name, title and signature of individual duly authorized to execute contracts:

The Owner, Principal, or Corporate Office of the responding firm is also attesting that all the information provided within this response is true.

Name:

Title:

Signature:

**A Corporation organized and existing under the laws of the
State of _____**

General Conditions and Instructions to Bidders

1. Proposals shall be submitted on forms furnished by the owner. The proposal shall be in accordance with the specifications listed, which are available at the Lansing School District Purchasing Office.

Any variance from the specifications shall be fully explained in writing by the bidder and all prices quoted shall be on a unit price basis.

2. MAILING OF PROPOSALS:

Proposals shall be mailed in an opaque, sealed envelope and shall be clearly marked describing the project upon which the bid is made.

3. No oral, telegraphic facsimile, or electronic mail proposals or modifications will be considered.

4 WITHDRAWAL OF BIDS:

Any bidder may withdraw their bid at any time prior to the scheduled time of opening the bids upon the presentation of proper identification. After the opening of the bids, no proposal shall be withdrawn for a period of ninety (90) days.

5. PROPOSAL FORMS AND SIGNATURES:

Proposals shall be made on the proper forms provided by the owner. All spaces shall be properly filled in with ink or typewriter. The signatures shall be in longhand in ink by an authorized representative.

6. BRANDS:

The naming of a manufacturer, brand or model number shall not be considered as excluding other brands or models. Specifically, similar products with comparable construction, material and workmanship shall be considered as equal. However, the Board of Education of the Lansing School District shall evaluate the merits of all bids submitted and reserves the right to accept or reject any or all bids.

It is the intent of the attached specifications to define the minimum quality of equipment acceptable. The product lines of nationally recognized manufacturers who regularly advertise, promote and distribute catalog products to the school market are required.

7. SAMPLES:

Samples shall be submitted upon request at the expense of each bidder. These samples will be retained as control items until the completion of the delivery and installation.

8. AGENDA:

Any modifications of contract documents will be issued in the form of an addendum.

All addenda issued during the bidding time shall become part of the specifications. A copy of the addendum shall be sent to all bidders. No verbal statements by the owner shall be considered as authoritative. No request for explanations can be processed within four (4) days immediately prior to the bid opening date.

9. VARIATIONS FROM MATERIALS SPECIFIED:

All variations from the specified material or equipment shall be fully explained and included with the bid. Manufacturer numbers shall be used in all cases.

10. ROYALTIES AND PATENTS:

The contract shall pay for all royalties and patents, and shall defend all suits for claims or infringements on patent rights and save the owner harmless from loss on account thereof.

11. CLEAN-UP:

The contractor shall at all times, keep the premises free from accumulations of waste materials or same caused by the work; and upon completing the work, shall remove all work related rubbish from and about the building and shall leave the work broom clean, or it equivalent. In the case of dispute, the owner may remove the rubbish and charge the cost to the contractor, as the owner shall determine.

12. FEDERAL, STATE AND MUNICIPAL TAXES:

Each proposal submitted shall include, and the contractor shall pay, all taxes which are levied by the Federal, State and Municipal Governments, on labor, and for materials entering into the work. The owner reserves the right to require evidence of payment of such taxes prior to final payment. The school district is exempt from Federal Excise Tax.

General Conditions and Instructions to Bidders

13. QUALIFICATIONS OF BIDDERS:

The owner may request any or all bidders to submit any of the following information before the award of the contracts.

- A. A bidder's performance record
- B. The address and description of bidder's equipment, plant or permanent place of business.
- C. An itemized list of the bidder's equipment, plant and personnel.
- D. A bidder's financial statement.
- E. A description of any project which the bidder has completed.
- F. Such additional information as will satisfy the owner that the bidder is adequately prepared to fulfill the contract.
- G. Description of work which will be done simultaneously with the owner's project.

14. NOTICE OF AWARD:

The contracts shall be deemed as having been awarded when the formal notice of acceptance of their proposal has been duly served upon the intended awardees (normally by purchase order) by some officer or agent of the owner duly authorized to give such notice.

15. GUARANTEE:

Each contract shall furnish the owner a written guarantee running for one (1) year, or longer as required herein, after the final payment covering all work in the contract. Any defects in workmanship or materials for which a claim is submitted within this period shall be corrected.

16. DOCUMENTS:

The Proposals submitted shall be based upon the specifications contained herein.

17. RIGHTS OF ACCEPTANCE OR REJECTION:

The Board of Education of the Lansing School District reserves the right to reject any or all bids in whole or in part and to accept the bid or portion of bid that, in their opinion, best serves the interest of the School District.

18. Contractors and subcontractors are required not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a bona fide occupational qualification. Breach of this covenant of purchasing agreement as provided in the Michigan Fair Employment Practices Act and may be processed there under. See Policy 6320.

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**BOARD OF EDUCATION
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PURCHASING

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative procedures. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts are established in Policy 1130, Policy 3110, and Policy 4110 – Conflict of Interest.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgement.

Each year the State of Michigan informs the School of the legal amount for purchases which require a formal bidding process of a single item.

It is the policy of the Board that the Superintendent adhere to the following:

- A. Seek informal price quotations on purchases in excess of \$3,000.
- B. When the purchase of, and contract for, single items of supplies, materials, or equipment is less than the amount allowed by State statute, but exceeds \$10,000 the Superintendent shall whenever possible, require three (3) competitive price quotations.

Purchases in a single transaction that are in excess of the dollar amount permitted by State statute shall require competitive bids and, whenever possible, have at least three (3) such bids for substantiation of purchase and shall require approval of the Board prior to purchase.

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Competitive Bids

Competitive bids are not required for items purchased through the cooperative bulk purchasing program operated by the Michigan Department of Management and Budget pursuant to M.C.L. 18.1263.

Competitive bids are not required for food purchases, unless food purchased in a single transaction costs \$100,000 or more.

When food purchased in a single transaction exceeds \$100,000, the Superintendent shall, whenever possible, require three (3) competitive price quotations.

Bids shall be sealed and shall be opened by the Director of Purchasing in the presence of at least one (1) witness. All orders or contracts should be awarded to the lowest responsible bidder; however, consideration can be given to:

- A. the quality of the item(s) to be supplied;
- B. its conformity with specifications;
- C. suitability to the requirements of the school;
- D. delivery terms;
- E. past performance of vendor.

In addition to the factors above, the Board may consider and provide a preference to bidders

- A. which use a Michigan-based business as the primary contractor.
- B. which use one (1) or more Michigan-based business as subcontractors.

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For purposes of this preference a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the businesses certify that since inception or during the last twelve (12) months it has done one of the following:

- A. have filed a Michigan business tax return showing an allocation of income tax base to Michigan
- B. have filed a Michigan income tax return showing income generated in or attributed to Michigan
- C. withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

The Board reserves the right to reject any and all bids.

Contracts may be awarded by the Superintendent without Board approval for any single item or group of identical items costing less than the dollar amount permitted by State Statute. All other contracts require Board approval prior to purchase.

Bid Protest

A bidder who wishes to file a bid protest must file such notice and follow procedures prescribed by the Request For Proposals (RFP) or the individual bid specifications package, for resolution. Bid protests must be filed in writing with the Office of the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

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General Provisions

The Superintendent is authorized to purchase all items within budget allocations.

The Board should be advised, for prior approval, of all purchases of equipment, materials, and services when the purchase

- A. was not contemplated during the budgeting process.
- B. exceeds the previously Board approved amount by ten percent (10%).

The Superintendent is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the school in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

In order to promote efficiency and economy in the operation of the school, the Board requires that the Superintendent periodically estimate requirements for standard items or classes of items and make quantity purchases on a bid basis to procure the lowest cost consistent with good quality.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped but with staggered delivery dates, shall be made a part of the bid specifications.

Before placing a purchase order, the Superintendent shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the school. All purchase orders shall be numbered consecutively.

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The Superintendent shall determine the amount of purchase which shall be allowed without a properly signed purchase order. Employees may be held personally responsible for anything purchased without a properly signed purchase order or authorization.

The Board may acquire office equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase.

Procurement – Federal Grants

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (34 CFR 80.36) for the administration and management of Federal grants and federally-funded programs. The District shall maintain a compliance system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of this policy and administrative guidelines (AG 6320).

M.C.L. 380.1267, 380.1274 et seq.

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NEW SCHOOL CONSTRUCTION, RENOVATION

Before beginning construction of a new school building, or an addition, repair or renovation of an existing school building, except emergency repairs, the Board of Education, shall obtain competitive bids on all the material and labor required for the complete construction of a proposed new building or addition to or repair or renovation of an existing school building which exceeds the State statutory limit.

This policy does not apply to buildings, renovations, or repairs costing less than the statutory limit or to repair work normally performed by District employees.

The Board shall advertise for the bids required under subsection:

- A. By placing an advertisement for bids at least once in a newspaper of general circulation in the area where the building or addition is to be constructed or where the repair or renovation of an existing building is to take place and by posting an advertisement for bids for at least two (2) weeks on the Department of Management and Budget website on a page on the website maintained for this purpose or on a website maintained by a school organization and designated by the Department of Management and Budget for this purpose.
- B. By submitting the request for bids for placement on the Michigan Department of Management and Budget's website for school organizations, including a link to the District's website.
- C. The advertisement for bids shall do all of the following:
 - 1. specify the date and time by which all bids must be received by the Board at a designated location;
 - 2. state that the Board will not consider or accept a bid received after the date and time specified for bid submission;
 - 3. identify the time, date, and place of a public meeting at which the Board or its designee will open and read aloud each bid received by the Board by the date and time specified in advertisement;

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4. state that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Board or the Superintendent of the District. A Board shall not accept a bid that does not include this sworn and notarized disclosure statement.
- D. The Board shall require each bidder for a contract under this policy, to file with the Board security in an amount not less than 1/20 of the amount of the bid conditioned to secure the District from loss or damage by reason of the withdrawal of the bid or by the failure of the bidder to enter a contract for performance, if the bid is accepted by the Board.
- E. The Board shall not open, consider, or accept a bid that the Board receives after the date and time specified for bid submission in the advertisement for bids as described in subsection C of this policy.
- F. At a public meeting identified in the advertisement for bids described in subsection C of this policy, the Board or its designee shall open and read aloud each bid that the Board received at or before the time and date for bid submission specified in the advertisement for bids. The Board may reject any or all bids, and if all bids are rejected, shall readvertise in the manner required by this policy.

The Board may consider and provide a preference to bidders:

1. which use a Michigan-based business as the primary contractor.
2. which use one (1) or more Michigan-based business(es) as subcontractors.

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For purposes of this preference a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the businesses certify that since inception or during the last twelve (12) months it has done one of the following:

1. have filed a Michigan business tax return showing an allocation of income tax base to Michigan
2. have filed a Michigan income tax return showing income generated in or attributed to Michigan
3. withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

- G. The competitive bid threshold amount specified in this policy (\$20,959 for 2009) is adjusted each year by multiplying the amount for the immediately preceding year by the percentage by which the average consumer price index for all items for the twelve (12) months ending August 31st of the year in which the adjustment is made differs from that index's average for the twelve (12) months ending on August 31st of the immediately preceding year and adding that product to the maximum amount that applied in the immediately preceding year, rounding to the nearest whole dollar. The current exempt amount must be confirmed with the Michigan Department of Education prior to issuing contracts for construction, renovation, or repair which exceed the amount listed in this policy.

M.C.L. 380.1267

NEW POLICY - VOL. 30, NO. 2

PROCUREMENT – FEDERAL GRANTS/FUNDS

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3110 and Policy 4110 – Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor

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performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business;
- B. unnecessary experience and excessive bonding requirements;
- C. noncompetitive contracts to consultants that are on retainer contracts;
- D. organizational conflicts of interest;
- E. specification of only a “brand name” product instead of allowing for an “*or equal*” product to be offered and describing the performance or other relevant requirements of the procurement; and
- F. any arbitrary action in the procurement process.

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list annually.

Solicitation Language

The District shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall utilize the following methods of procurement:

Micro-purchases

Procurement by micropurchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3000. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

Small Purchases

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold established annually by the State. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to the amount allowed by Michigan statute and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed the amount allowed by Michigan statute.

In order for sealed bidding to be feasible, the following conditions shall be present:

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.

4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
5. The Board reserves the right to reject any or all bids for sound documented reason.

Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an adequate number of sources.
3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.

4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E that firms are a potential source to perform the proposed effort.

Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The District uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 CFR Part 180 Subpart C)

Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The District maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Applicable laws and regulations:
2 C.F.R. 200.317 - .326

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PREVAILING WAGE COORDINATOR

It is the purpose of this policy to comply with State and Federal regulations concerning prevailing wage rate.

The Michigan Department of Consumer and Industry Services; Wage and Hour Division will determine the prevailing wage rate in the locality where the work is to be performed.

The Superintendent shall designate a Prevailing Wage Coordinator for this District.

The Prevailing Wage Coordinator will submit to the Superintendent, for Board of Education approval, procedures for monitoring compliance with prevailing wage laws. S/He will request the Michigan Department of Consumer and Industry Services; Wage and Hour Division to establish the prevailing wage rate in this District for school construction or renovation projects. A schedule of those wages must be attached to the specifications for the work, and printed on any bidding blanks. A copy of the bidding blank must be filed with the Michigan Department of Consumer and Industry Services; Wage and Hour Division prior to the award of any contract. Thereafter, any contract which is awarded must include a provision that each laborer, workman, or mechanic employed by the contractor will be paid at a rate not less than the prevailing wage rate. On the first pay date, the contractors and subcontractors must provide each employee with written notification of his/her job classification and the prevailing wage rate for his/her job classification, unless the employee is covered by a collective bargaining agreement.

M.C.L. 408.551 et seq.

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COOPERATIVE PURCHASING

The Board of Education recognizes the advantages of centralized purchasing in that volume buying tends to maximize value for each dollar spent. The Board, therefore, encourages the administration to seek advantages in savings that may accrue to this District through joint agreements for the purchase of supplies, equipment, or services with the governing body(ies) of other governmental units.

The Board authorizes the Business Manager to negotiate such joint purchase agreements for services, supplies, and equipment which may be determined to be required from time to time by the Board and which the Board may otherwise lawfully purchase for itself, with governmental contracting units as may be appropriate in accordance with State law, the policies of this Board, and the dictates of sound purchasing procedures.

Cooperative or joint purchases require an agreement approved by the Board and the participating contracting body(ies) which shall specify the categories of equipment and supplies to be purchased; the manner of advertising for bids and of awarding contracts; the method of payment by each participating party and such other matters as may be deemed necessary to carry out the purposes of the agreement. Such agreements are subject to all legal bidding requirements.

M.C.L. 124.1 et seq.

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LOCAL PURCHASING

The Board of Education recognizes its position as a major purchaser in this community, and while it is the intention of the Board to purchase materials and supplies of quality at the lowest possible cost through widespread competition, if all other considerations are equal, the Board prefers to purchase within the District from established local merchants.

The Board authorizes the Superintendent to award purchases placed in accordance with law, this policy, and all policies of the Board otherwise applicable to local merchants when

- A. their quotation is competitive, within a percentage determined by the Board,
- B. freight charges are a factor,
- C. maintenance service may be required,
- D. promptness of delivery is a consideration,

provided that all statutes pertaining to public purchasing are duly observed.

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VENDOR RELATIONS

The Board of Education shall not enter a contract knowingly with any supplier of goods or services to this District under which any Board member or officer, employee, or agent of this School District has any pecuniary or beneficial interest, direct or indirect, unless the person has not solicited the contract or participated in the negotiations leading up to the contract. This prohibition shall not prevent any person from receiving royalties upon the sale of any textbook of which s/he is the author and which has been properly approved for use in the schools of this District.

For the purpose of this policy "beneficial interest" shall be determined in accordance with M.C.L. 15.321 et seq.

Board members and school personnel shall not accept any gifts or favors from vendors which might, in any way, influence their recommendations on the eventual purchase of equipment, supplies, or services.

All sales persons, regardless of product, shall clear with the Superintendent's Office before contacting any teachers, students, or other personnel of the School District. Purchasing personnel shall not show any favoritism to any vendor. Each order shall be placed in accordance with policies of the Board on the basis of quality, price, and delivery with past service a factor if all other considerations are equal.

M.C.L. 15.321 et seq.



In order to maintain the public trust, your local school district Board of Education should consider and adopt a resolution containing at least some, if not all, of the factors listed below.

Each factor should be discussed thoroughly by school board members, the architects and construction managers involved in any school construction because of the potential impact they will have on a project.

Your construction manager and design professional will then include these factors in the construction bid documents so all bidders know that in addition to price these items will be considered when construction bids are reviewed.



EXPERIENCE. Institutional building projects are expected to last 50-75 years. Therefore school board members should review the past experience of all construction professionals to ensure that they have pertinent experience on similar institutional projects. In so doing, the board members can evaluate whether local contractors should be considered for the project and only if they have the required experience should they be considered.



REFERENCES. School board members should investigate the references of their construction professionals from past clients doing similar institutional work. Construction professionals must supply pertinent references from their past clients, including information regarding performance and jobsite cooperation.





FINANCIAL CONDITION. A good financial rating means stability on the job and all through the project. Construction professionals must show they are financially prepared to perform the work they are bidding on. School boards must obtain information concerning a bidder's financial capability, any outstanding claims against them and bank references. A poor financial condition can affect the quality of materials, equipment and workers used on the project. It also can result in substantial project delays and unsafe schools.



SAFETY & ACCIDENTS. Construction professionals with a good safety and EMR record will be more productive. An employer has an obligation according to the Michigan Occupational Safety and Health Act (MIOSHA) to provide a place of employment free from recognized hazards likely to cause death or serious physical harm. Every employee has the right to a safe and healthy workplace. An employer must provide training in the recognition and avoidance of hazards and specific training called for in the MIOSHA standards.



RESUME OF SUPERVISORY PERSONNEL. Beyond a construction professional's experience with similar institutional projects, it is important for board members to evaluate the resumes of the supervisory personnel of all construction professionals on their project. All supervisory personnel should have pertinent experience and adequate education and training to complete your project.



INSURANCE & SURETY BONDING. Construction professionals must show proof of adequate and relevant insurance coverage for a particular project and must prove their compliance with workers' compensation statutes. School boards must set minimum standards for insurance coverage. Construction professionals that cannot provide proper coverage may be unable to fulfill project obligations. A measure of a construction professional's stability is shown in the ability to secure the required bonding.



USE OF A TRAINED LOCAL WORKFORCE. Employing local construction professionals and skilled craft workers on a project can be an attractive goal for school boards. Local craft workers, their friends and family, in all probability use those schools. However, it is necessary to determine if the construction professional has ready access to a qualified, experienced workforce to build your project.



PREVAILING WAGE. Use of prevailing wage requirements ensures that school boards secure the best qualified construction professionals to perform work on their projects. Construction professionals should compete for projects on the basis of their management practices, not by paying sub-standard wages. Utilization of prevailing wage will allow the construction professional to pay locally determined wages and benefits to attract qualified skilled craft workers.



EMPLOYEE HEALTH INSURANCE & PENSION BENEFITS. School districts can maintain and promote their community's health care and craft employees by requiring the construction professional to use prevailing wage, which includes health insurance and pension benefits. Construction professionals who provide such benefits to their craft personnel demonstrate a commitment to developing a stable workforce, which is a key component to a quality project and to the health of the community.



WORKFORCE SOURCE & PROPER EMPLOYEE CLASSIFICATION. School boards can ensure that their project will be built by qualified construction professionals by ensuring contractor access to a skilled workforce. School districts should examine carefully the source of building trades craft employees. School districts should ask prospective construction professionals to identify the source of the workforce they intend to use on the project. Construction professionals who staff the project with personnel hired from help-wanted ads or employment agencies might not have sufficient competence and ability to complete a quality project on schedule.



REGISTERED UNITED STATES DEPARTMENT OF LABOR, BUREAU OF

APPRENTICESHIP & TRAINING PROGRAMS. School boards know the value of high quality training and education. Responsible contractors know that better training equals better buildings. Bureau of Apprenticeship and Training (BAT) approved training programs create more productive craft workers. A construction professional's ability to staff a school construction project with qualified trades' workers is the key to success. Contractors, who bid on school construction projects should maintain, participate in and contribute to bona fide apprentice training programs recognized by the U.S. D.O.L./B.A.T. Trained craft workers promote cost effectiveness, timeliness, safety and quality on school construction work. Companies who employ skilled and trained workers, educated in their trade, deliver exceptional work. Moreover, every registered U.S. D.O.L./B.A.T., program must meet twenty-two standards of apprenticeship regulated and audited by the U.S. D.O.L./B.A.T., as outlined in 29 CFR 29.5.



LICENSING. School boards get a better building when highly competent construction professionals and tradespersons build it to code. State law establishes licensing requirements for

electrical, mechanical, plumbing, boiler and elevator contractors, and electrical,

elevator and plumbing craft workers. Proper licensing and certification,

when applicable, show school boards that construction

professionals bidding the job have been tested and are

competent to perform the work. All responsible construction

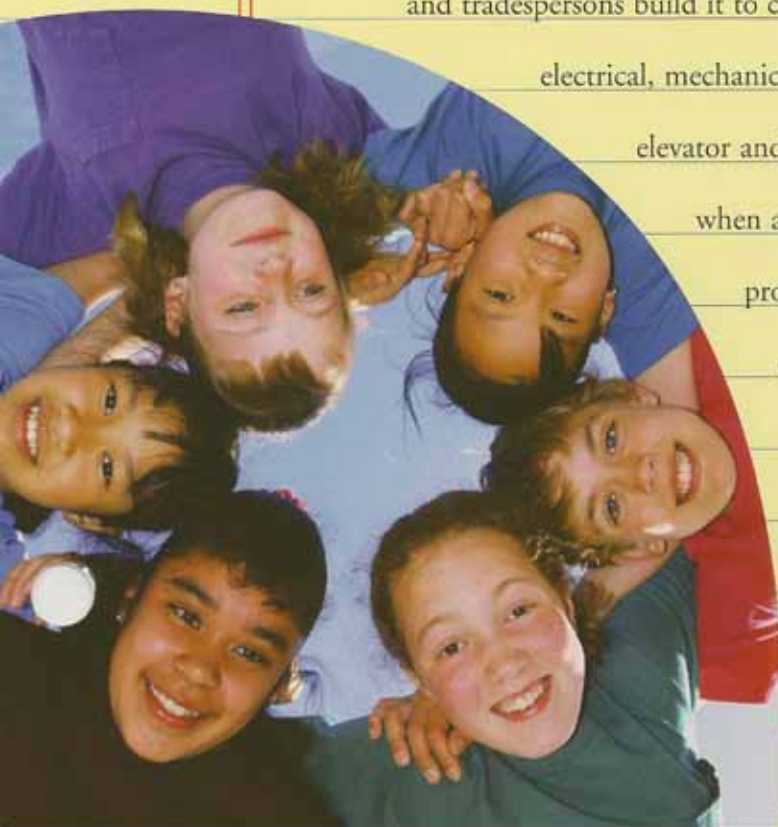
professionals must provide documented proof of licensing

and certification. This will allow school boards to contact

licensing and certification agencies to verify the bidder's

history and determine if any complaints or judgments

have been filed against them.





COMPLIANCE WITH REGULATORY AGENCIES. School boards get a higher quality building when local, state and federal regulations are followed. Compliance with the EPA, MIOSHA, OSHA and other agencies helps school boards evaluate the construction professional's willingness to follow rules. It also ensures that the bidding contractors are aware of the policies that affect them. Contractor adherence to wage and hour standards, record keeping guidelines, child labor regulations and other components of the Fair Labor Standards Act are good indicators of a stable workforce. Construction craft workers who are treated fairly and receive proper pay and benefits are more likely to produce high quality work which helps ensure a safe learning environment for Michigan children.



CIVIL SUITS/ARBITRATION/HISTORY. A school board will have their building projects completed without costly legal entanglements if they select a responsible contractor with a 'clean' legal history. School boards should contract with construction professionals that build according to contract – not in spite of the contract. School districts should carefully examine a contractor's litigation history and the final disposition of any arbitration claims brought against him/her. A contractor with an unusually high level of adverse claims might indicate that the school board should disqualify the contractor.



Michigan Association for Responsible Contracting

phone: 1-866-YES-MARC • fax: 517-372-0402 • www.miarc.org