

**Lansing School District
J.W. Sexton High School
1032 McPherson Ave
Lansing, MI 48915**

**J.W. Sexton High School Elevator Replacement
LSD Project # SO-1842
Matrix Project # 250276.00**

Project Manual

October 10, 2025

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PROJECT IDENTIFICATION

PROJECT:	SEXTON HS ELEVATOR REPLACEMENT 102 McPherson Ave Lansing, MI 48915
OWNER:	LANSING SCHOOL DISTRICT 519 W Kalamazoo St Lansing, MI 48933
ELECTRICAL ENGINEER:	MATRIX CONSULTING ENGINEERS, INC. 544 Cherbourg Drive Lansing, MI 48917

END OF SECTION

Invitation to Bid

Lansing School District J.W. Sexton High School Elevator Replacement Lansing, MI

**LSD Project #SO-1842
Matrix Project #250276.00**

- DESCRIPTION:** The project includes the replacement of the existing elevator at J.W. Sexton High School and relocation of the associated elevator machine room.
- OWNER:** Lansing School District
519 W Kalamazoo St
Lansing, MI 48933
Contact: Caleb Thelen
Email: caleb.thelen@lansingschools.net
- ENGINEER:** Matrix Consulting Engineers, Inc.
544 Cherboung Drive
Lansing, MI 48917
Contact: Nick Frechen
Phone: (517) 487-2511
Email: nfrechen@matrixceinc.com
- DOCUMENTS:** Bid documents will be available for access on SIGMA. A copy of the Bid Documents can be sent via email if requested.
- PRE-BID MEETING:** A pre-bid meeting will be held at 3:30 PM on October 22, at 102 McPherson Ave, Lansing, MI 48915. It is *highly recommended* that the contractor attend the Pre-Bid Conference.
- BID DUE DATE:** Delivered paper copies of signed proposals will be received until 2:00 PM, October 30, 2025 at 519 W Kalamazoo St, Lansing, MI 48933. Bids will be opened publicly at 2:00 pm. Bids received after this date and time will not be accepted or considered. Faxed bids will not be accepted.
- BONDS:** 5% Bid Bonds, 100% Performance, 100% Labor and Materials
- POST-BID INTERVIEW:** Post bid interviews will be scheduled as needed as soon as bids have been received and reviewed.

SECTION 002113 – INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 PRE-BID MEETING

- A. It is highly recommended that the prime bidder attend the pre-bid meeting. See Invitation for bids for pre-bid meeting information.
 - 1. The Architect will present an overview of the project requirements at the pre-bid meeting and discuss procedures for arranging site visits.
 - 2. After the pre-bid meeting, bidders shall make all additional inquiries in writing to the Architect. If it is necessary upon review of the inquiries, an Addendum will be issued to all bidders.

1.2 EXAMINATION OF SITE

- A. It is the bidder's responsibility to become familiar with the existing conditions and the materials and labor required to complete the project. No additional compensation will be allowed to complete the work due to the bidder's failure to fulfill this requirement.
- B. Contact owner for instructions on arranging site visits.
- C. Submittal of a bid implies that the bidder is conversant with all of the site conditions under which the work must be performed.

1.3 ADDENDA

- A. The bidder may, during the bidding period, be advised by Addendum of changes to the Specifications and Drawings. Such changes are included in the work and become part of the Contract Documents.
- B. List each Addendum by number in the space provided on the Bid Form.

1.4 BID FORM

- A. Submit the bid on the form provided with all items of the form properly completed.
 - 1. Submitted bids shall be based only on the materials and constructions described in this Project Manual.
 - 2. The bid shall include the premiums and all other related charges for the indicated Performance and Payment Bonds and extra premiums or costs for the insurance coverage required in the Contract.

3. The Contractor shall obtain and pay the fees for all permits, licenses, and code inspections that may be required by the work of this Contract.
 4. Erasures or other changes must be initialed by the person signing the Bid Form.
- B. Requirements for signing bids:
1. Bids which are signed for a corporation shall have the correct corporate name thereof and signature of the president or other authorized officer of the corporation.
 2. Bids which are signed for a partnership shall be signed by all partners or by an attorney in fact. If signing attorney in fact, attach a power of attorney to the bid evidencing authority to sign the bid, executed by the partners.
 3. Bids which are not signed by the individual making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

1.5 BID INQUIRIES

- A. All bid inquiries should be, in writing, directed to Matrix Consulting Engineers, Inc., attention Nick Frechen, at nfrechen@matrixceinc.com
- B. Bid inquiries received after October 23, 2025 at 2:00 PM will not be answered, unless the bid opening is postponed by addenda, or the work is rebid following post-bid addenda.

1.6 BID TRANSMITTAL

- A. Submit Bid Form and all required attachments as hard copies with one marked as the original and two marked as copies as directed in the invitation to bid. Submit the bid before the bid opening date and time indicated in the Invitation for Bid. Bids received after the bid closing date and time will be returned to the Bidder. Delays in bid submittal resulting from electronic complications will not be considered. Bidders may withdraw their bids, by written notice, at any time prior to the indicated date and time scheduled for receipt of bids. However, no bidder may withdraw a bid for a period of 90 calendar days after the bid opening.

1.7 BID OPENING

- A. Bids will be opened and read publicly at 519 W Kalamazoo St, Lansing, MI 48933 at 2:00 PM on October 30, 2025.
- B. Right to Reject: The Owner reserves the right to reject any or all bids, either whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and, in general, to make awards in any manner deemed to be in the best interests of the Owner.

1.8 CONTRACT AWARD

- A. The Owner reserves the right to determine which bid is best suited for its use, to accept any or all parts of a bid, and assign all or part of the contract to one or more qualified bidders. In awarding the contract, the Owner will consider the past performance of the Contractor; conformity of the bid to the Bidding Requirements; bid price(s); and availability of funds.
- B. Within three (3) days after receiving the Form of Agreement, sign and submit the Agreement (by hand delivery of overnight mail) to the Architect.
- C. Within seven (7) days after receiving the executed form of Agreement (signed by all parties to the Agreement), submit the following to the Consultant:
 - 1. Performance Bond: A Surety Bond in the full amount of the Contract, with the Owner indicated as "Obligee," ensuring faithful performance of all provisions of the Contract. The Surety Company shall be authorized to do business in the State of Michigan and shall be approved by the Owner.
 - 2. Payment Bond: A Surety Bond in the full amount of the Contract, with the Owner indicated as "Obligee," ensuring the payment of all labor and material costs. The Surety Company shall be authorized to do business in the Jurisdiction where the project is located and shall be approved by the Owner.
 - 3. Insurance Certificates. Refer to insurance requirements provided by owner attached after this section.
- D. If the Contractor refuses or fails to submit the bonds and insurance certificates within seven (7) days after receiving the executed Form of Agreement, the Owner may consider the Contract to have abandoned all rights and interests in the Contract award. Consequently, the bid bond may be declared forfeited to the Owner as liquidated damages, and the work may be awarded to another.

END OF INSTRUCTIONS TO BIDDERS

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Bid Proposal Form

Lansing School District J.W. Sexton High School Elevator Replacement Lansing, MI

**LSD Project #SO-1842
Matrix Project #250726.00**

HARD-COPY PROPOSALS, are due no later than 2:00 PM EST, October 30, 2025.

Faxed bids will not be accepted. Bids will be opened publicly at 2:00 pm at 519 W Kalamazoo St, Lansing, MI 48933. Bids received after this date and time will not be accepted or considered.

Please mail or drop off your proposal to: Lansing School District, Attn: Purchasing Dept, 519 W Kalamazoo St, Lansing, MI 48933. All proposals should include one original and two copies in a sealed envelope and clearly marked as SO-1842 J.W. Sexton High School Elevator Replacement.

Name of Bidder: _____

Address: _____

Phone No.: _____

E-mail: _____

Date: _____

BASE PROPOSAL

We the undersigned, propose to furnish all labor, materials, and facilities for the completion of the General Construction Contract (including Site, Architectural, Structural, Mechanical and Electrical Work), for the above named project in accordance with drawings and specifications prepared by Matrix Consulting Engineers Inc., dated **October 10, 2025** and all addenda (if applicable), for the sum of:

_____ dollars

(\$ _____) and hereby agree to enter into a contract for the work if this proposal is accepted in writing.

ADDENDA

We acknowledge the receipt of the following addenda to drawings and specifications:

Addendum No. _____	Initial _____	Date _____
Addendum No. _____	Initial _____	Date _____
Addendum No. _____	Initial _____	Date _____

TIME OF COMPLETION

Work is to commence within ten (10) consecutive calendar days after notice of Award of Contract. The work shall be substantially complete on or before August 1, 2026.

BASE BID COST BREAKDOWN

Provide a cost breakdown for each of the subcontractor proposals being provided in the base bid.

<u>Trade</u>	<u>Contractor Providing Proposal</u>	<u>Cost</u>
Site Work	_____	\$ _____
General Trades	_____	\$ _____
Mechanical	_____	\$ _____
Electrical	_____	\$ _____

FEE FOR HANDLING ADDITIONAL WORK

For handling additional work performed upon instructions of the Owner by subcontractors of the undersigned, add to the subcontractor's prices for the additional work a fee of _____%, which shall include all of the undersigned's charges.

For additional work performed upon instructions of the Owner other than that of subcontractors of the undersigned, add to the actual cost of all labor and materials, including insurance and taxes (less all discounts) a fee of _____%, which shall include all charges for overhead and profit.

VOLUNTARY SUBSTITUTIONS

If awarded a contract for the work bid upon above, on the basis of the amount of our proposal, we agree to furnish materials and equipment specifically mentioned in the specifications.

If any of the following voluntary substitutions for materials or equipment are approved, we further agree to make the corresponding deduction from our proposal.

<u>Name of Manufacturer</u>	<u>Amount of Deduction</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

PERSONNEL ASSIGNMENT FOR THIS PROJECT:

Project Superintendent: _____

Project Engineer: _____

SUBCONTRACTOR ASSIGNMENT FOR THIS PROJECT:

General Trades: _____

Electrical: _____

Mechanical: _____

Site Work _____

544 CHERBOURG DRIVE, LANSING, MI 48917
PHONE: (517) 487-2511
FAX: (517) 487-2544

SIGNATURES

When the bidder is an individual:

Bidder

Witness

When the bidder is a partnership:

Bidder

Bidder

Bidder

Bidder

Witness

When the bidder is a corporation:

President

Secretary

_____ is a corporation organized and existing under the laws of
_____ and has (has not) been granted a certificate of authority to do business in the
State of _____.

SECTION 004373 – PROPOSED SCHEDULE OF VALUES FORMS

1.1 POST-BID SUPPLEMENT

- A. A completed Proposed Schedule of Values form is required to be provided, upon request from Architect after bid has been submitted.

1.2 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of the bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
- B. Arrange schedule of values consistent with format of AIA Document G703.
 - 1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; docspurchases@aia.org; (800) 942-7732.

END OF SECTION 004373

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SECTION 006000 - FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of General Conditions shall be used for the Project:
 - 1. AIA Document A101, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum."
 - a. The General Conditions for the Project are AIA Document A201, "General Conditions of the Contract for Construction."

1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; docspurchases@aia.org; (800) 942-7732.
- C. Preconstruction Forms
 - 1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."
 - 2. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."
- D. Information and Modification Forms:
 - 1. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request."
 - 2. Change Order Form: AIA Document G701, "Change Order."
 - 3. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G707, "Architect's Supplemental Instructions."
 - 4. Form of Change Directive: AIA Document G714, "Construction Change Directive."
- E. Payment Forms:
 - 1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
 - 2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
 - 3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."
 - 5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

END OF SECTION 006000

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SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Contingency allowances.

1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of \$20,000.00 for use according to Owner's written instructions.
 - 1. This allowance includes material cost; receiving, handling, and installation; and Contractor overhead and profit.

END OF SECTION 012100

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SECTION 013000 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: This Section includes, but not necessarily limited to, the submittal of Shop Drawings. Samples and other information as indicated on the Drawings, as specified herein, and as necessary for the proper and complete performance of the Work.
- B. Related Sections:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to:
 - a. General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 - b. Individual submittals required: Pertinent Sections of these Specifications.

PART 2 - PRODUCTS

2.1 SUBMITTALS REQUIRING ENGINEER'S REVIEW AND RETURN

- A. Drawings:
 - 1. Scale required: Unless otherwise specifically directed by ENGINEER, make all drawings accurately to a scale sufficiently large to indicate all pertinent features of the item and its method of connection to the Work.
 - 2. Type and number of prints required:
 - a. Submit one electronic copy.
- B. Manufacturer's literature and product data:
 - 1. General: Where content of submitted literature from Manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for ENGINEER's review.
 - 2. Number of copies required:
 - a. Submit one electronic copy.
- C. Calculations:

1. Performance type design calculations: Shall be prepared and sealed by a Professional Engineer licensed in the state where the project is being constructed.
2. Number of copies required: Submit one electronic copy.

D. Samples:

1. General:
 - a. Samples:
 - 1) Illustrate materials, equipment and workmanship.
 - 2) Establish standards by which completed work is judged.
2. Accuracy of Sample: Unless otherwise specifically directed by ENGINEER, all Samples shall be of the precise articles proposed to be furnished.
3. Number of Samples required: Submit all Samples in the quantity which is required to be returned plus 1.

E. Colors and patterns: Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified Product, submit accurate color charts and pattern charts to ENGINEER for review and selection.

F. Closeout Manuals :

1. General:
 - a. Where manuals are required to be submitted covering items included in this Work, prepare all such manuals in durable plastic binders approximately 8 ½ inches x 11 inches in size and with at least the following:
 - 1) Identification on, or readable through, the front cover stating general nature of the manual.
 - 2) Neatly typewritten index near the front of the manual.
 - 3) Complete instructions regarding operation and maintenance of all equipment involved.
 - 4) Complete nomenclature of all replaceable parts, their part numbers, current costs and name and address of nearest vendor of parts.
 - 5) Copies of all guarantees and warranties issued.
 - 6) Copies of the reviewed drawings.
 - 7) Copies of all data concerning all changes made during construction.
2. Extraneous Data: Where contents of the manuals include Manufacturer's catalog pages. Clearly indicate the precise items included in this installation and delete or otherwise clearly indicate all Manufacturer's data with which this installation is not concerned.

3. Number of copies required: Unless otherwise specifically directed by ENGINEER or stipulated in the pertinent Section of these Specifications. Submit one electronic copy of the manual to ENGINEER. After review, contractor shall deliver one hard copy binder and one electronic copy of binder to ENGINEER for owner's records.

2.2 SUBMITTALS NOT REQUIRING ENGINEER'S RETURN

A. General:

1. Including, but not necessarily limited to:
 - a. Test Reports.
 - b. Certifications and affidavits.
 - c. Installation instructions.

PART 3 - EXECUTION

3.1 SCHEDULE OF SUBMITTALS

A. Preparation and submittal of a schedule of submittals:

1. Prepare and submit a schedule of submittals as required by Section 00700: General Conditions.
2. The schedule of submittals shall include the following:
 - a. Shop Drawings.
 - b. Manufacturer's literature and product data.
 - c. Samples.
 - d. Colors and patterns.
 - e. Manuals.
 - f. Other submittals required by the Contract Documents.
3. Allow at least 15 full working days for ENGINEER's review following ENGINEER's receipt of the submittal unless ENGINEER has agreed to a shorter period for specific submittals.
4. Schedule submittals, except operation and maintenance manuals, far enough in advance of scheduled dates for installation to provide all required time for reviews for securing necessary approvals for possible revision and resubmittal, and for placing orders and securing delivery.
5. Schedule submittal of operation and maintenance manuals at least 60 days prior to system Substantial Completion unless otherwise specified.

- B. Make all submittals in accordance with the schedule of submittals.
- C. Be responsible for costs of delays caused by tardiness of submittals.

3.2 COORDINATION OF SUBMITTALS

- A. General:
 - 1. Prior to submittals for ENGINEER's review. Use all means necessary to fully coordinate all material including the following procedures.
 - a. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
 - b. Coordinate as required with all trades and all public involved.
 - c. Secure all necessary approvals from public agencies and others; signify by stamp or other means that all required approvals have been obtained.
 - d. Clearly indicate all deviations from the Contract Documents.
- B. Grouping of submittals:
 - 1. Unless otherwise specifically permitted by ENGINEER, make all submittals in groups containing all associated items.
 - 2. ENGINEER may reject partial submittals as not complying with the provisions of the Contract Documents.

3.3 IDENTIFICATION OF SUBMITTALS

- A. General:
 - 1. Consecutively number all submittals.
 - 2. Accompany each submittal with a letter of transmittal showing the following:
 - a. Project title and number.
 - b. OWNER.
 - c. Subcontractor.
 - d. Date of submittal.
 - e. Specification Section or Drawing number to which the submittal pertains.
 - f. Brief description of the material submitted.
 - g. Submittal identification number.
 - 3. Mark each submittal with:

- a. Company name of the originator of the submittal.
- b. Deviations from Contract Documents.
- c. CONTRACTOR's approval of the submittal.
- d. Submittal identification number adjacent to CONTRACTOR's approval.

B. Resubmittal:

1. When material is resubmitted for any reason, transmit under a new letter of transmittal with a suffix added to the original submittal identification number.
2. Indicate that this is a resubmittal and refer to the previous submittal.

C. Submittal Log:

1. Maintain an accurate submittal log for the duration of the construction period showing the status of all submittals of all types.
2. Make the log available to ENGINEER for review upon request.

3.4 RETURN OF SUBMITTALS

A. Submittals requiring ENGINEER review and return:

1. With status. "Rejected. Resubmit":
 - a. Drawings: ENGINEER will retain 1 copy and return the rejected copies to CONTRACTOR.
 - b. Manufacturer's literature and product data: ENGINEER will retain 1 copy and return remaining copies to CONTRACTOR.
 - c. Other submittals: ENGINEER will notify CONTRACTOR of rejection.
2. With status: "Reviewed. No Exceptions Taken" and "Reviewed w/Corrections Noted":
 - a. Drawings: ENGINEER will retain 4 copies and return the remaining copies to CONTRACTOR.
 - b. Manufacturer's literature and product data: ENGINEER will retain 4 copies and return the remaining copies to CONTRACTOR.
 - c. Samples: ENGINEER will retain 1 Sample and return the remaining Samples to CONTRACTOR.
 - d. Colors: ENGINEER will retain color charts and pattern charts and will indicate color and pattern choices to CONTRACTOR.

B. Submittals not requiring ENGINEER return: No copies will be returned.

3.5 RESUBMISSION REQUIREMENTS

A. Drawings:

1. Revise initial drawings as required and resubmit as specified for initial submittal.
2. Indicate on drawings all changes which have been made other than those requested by ENGINEER.
3. If the same drawings are submitted with additional data and revisions, clearly identify the added data and revisions on the drawings.

B. Other submittals: Submit as required for initial submittal.

3.6 RE-REVIEW COST

- #### A.
- Should ENGINEER be required to review a submittal more than twice because of failure of the submittal to meet the requirements of the Contract Documents, ENGINEER will record ENGINEER's expenses for performing all additional reviews. The OWNER will compensate ENGINEER for these additional services and deduct the amount paid from payments to CONTRACTOR.

END OF SECTION 013000

SECTION 013516 - ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes special procedures for alteration work.

1.2 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- K. Retain: To keep an element or detail secure and intact.
- L. Strip: To remove existing finish down to base material unless otherwise indicated.

1.3 QUALITY ASSURANCE

- A. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- B. Safety and Health Standard: Comply with ANSI/ASSP A10.6.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

- A. Temporary Protection of Materials to Remain:
 - 1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
 - 2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.
- B. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- C. Utility and Communications Services:
 - 1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
 - 2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
 - 3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

3.2 LAYOUT AND CONTROL POINTS.

- A. The contractor is responsible for staking the construction layout and establishing control points.

3.3 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated.
 2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
 - a. If combustible material cannot be removed, provide fire blankets to cover such materials.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
 2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
 3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
 4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
 5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
 6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
 - a. Train each fire watch in the proper operation of fire-control equipment and alarms.
 - b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
 - c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
 - d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
 - e. Maintain fire-watch personnel at each area of Project site until two hours after conclusion of daily work.
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

3.4 GENERAL ALTERATION WORK

- A. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs or video recordings.

- B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- C. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
 - 1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 013516

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 Submit copy of W-9 form with application	
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: For Purchase orders to be emailed		WEB SITE:	
TYPE OF ORGANIZATION ☐ Individual ☐ Partnership ☐ 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. ☐ Do you require a hard copy of verbal orders? Yes ____ No ____ Do you accept Procurement Cards? Yes ____ No ____ ☐ Electronic Disk Catalog ☐ 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) Mfg'r'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 _____, 20__

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.

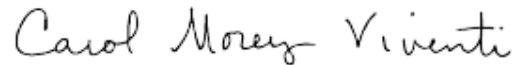
Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract 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.

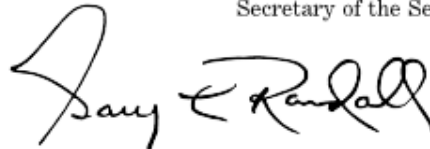
Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

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 offenses 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.

policy

**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

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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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**BOARD OF EDUCATION
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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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BOARD OF EDUCATION LANSING SCHOOL DISTRICT

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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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BOARD OF EDUCATION LANSING SCHOOL DISTRICT

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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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policy

**BOARD OF EDUCATION
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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.

policy

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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

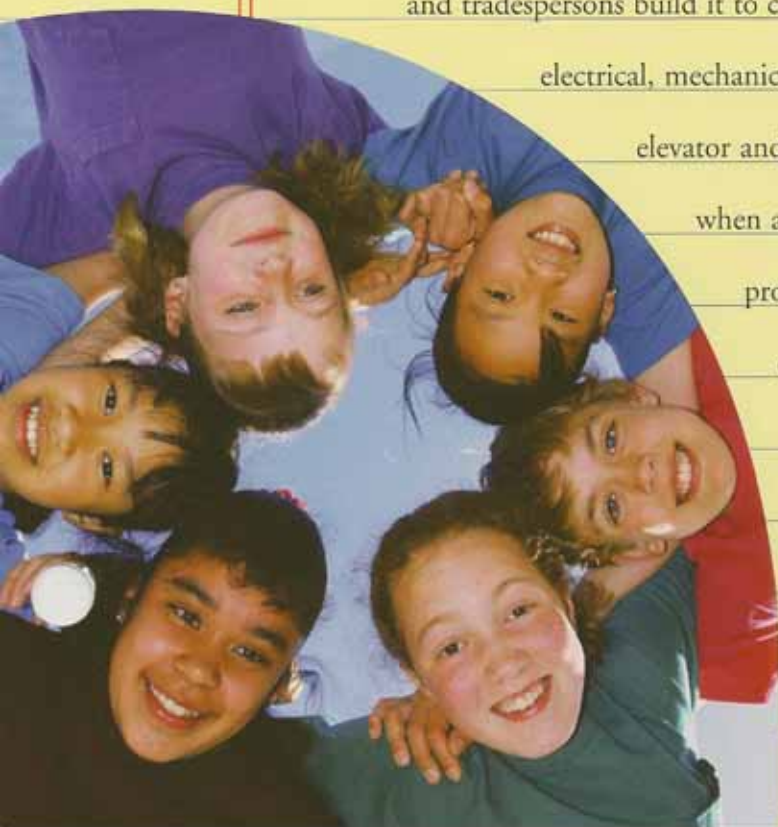
professionals must provide documented proof of licensing

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