



Lansing Public School District
519 W. Kalamazoo Street
Lansing, MI 48911

REQUEST FOR PROPOSAL
Electrical Design Services – Electric Vehicle
Charger and Battery Storage Integration with
Hill Center Resiliency Project
SO-1843

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| Proposal Publication: | 9/25/25 |
| Pre-bid Meeting (Virtual): | 10/2/25 2pm (EST) TEAMS SO-1843 Hill Electrical Design Services Pre-Bid Meeting-Join Microsoft Teams Meeting ID: 256 760 085 718 9 Passcode: x8iy3ng3 |
| Proposals Due: | 10/09/25 2pm (EST) |
| Submit Proposals to: | Jon Laing, Director of Procurement and Risk Management projects@lansingschools.net |
| Direct questions to: | Jon Laing, Director of Procurement and Risk Management projects@lansingschools.net |

1 Overview

Background

Lansing Public School District is seeking proposals from qualified electrical engineering and/or architectural and engineering (“A&E”) firms, and/or from qualified Electric Vehicle Service and Equipment (“EVSE”) firms *with licensed engineers on staff as full time employees*, to provide electrical design services for the integration of bi-directional electric vehicle (EV) chargers and a battery energy storage system into the school’s onsite electrical infrastructure. This project is one of several improvement projects underway and/or planned for the Hill Center/Lansing Tech High School. Additional projects include the installation of an onsite solar array currently nearing completion of construction and energy efficiency upgrades to the Hill Center building. For clarity, respondent(s) are herein referred to as the “Proposer.” The Proposer whose bid is accepted by the Board is herein referred to as the “Designer.”

The proposed EV chargers will be located in the school’s parking lot and must be integrated with both the solar array (already designed and under construction) and the building’s existing electrical infrastructure. This integration is expected to require additional power routing, panel upgrades, and system coordination with the building’s electrical service, the EV infrastructure, a potential battery energy storage system, and the solar generation system. It is anticipated that interaction with, and approval from, the local utility, the Lansing Board of Water and Light (“BWL”) will be an essential component of the project.

Address:

Hill Center
5815 Wise Road
Lansing, MI 48911

Project Goals

The electrical design must support the following project goals:

- Design for six (6) charging stations for electric vehicle (EV) school buses.
- Allow for low-cost charging, leveraging solar energy produced onsite.
- Design a suitably sized battery energy storage system (BESS) that will allow energy generated by the solar array to be stored and used (a) onsite, to reduce or eliminate demand charges; (b) to charge the EV buses; and possibly (c) to

dispatch to the local grid during peak hours, depending on future changes to utility rate tariffs. The BESS design should take into account the next goal, namely to:

- Enable bi-directional energy flow, allowing electric buses to serve as auxiliary power sources for the school building during outages, peak load events, or to avoid demand charges;
- Include microgrid component(s) to allow the site to operate without connection to the local grid in the event of a power outage or other energy event; and
- Design any electrical upgrades needed onsite to support successful integration of these energy resources into the site and the local grid.

2 Scope of Work

The Designer will be responsible for:

- Designing the electrical systems needed to support bi-directional EV chargers in the parking lot.
- Designing the integration of the EV chargers with the existing solar array
- Determining any electrical upgrades needed onsite and designing those upgrades
- Coordinating with the existing solar array design team to ensure proper integration.
- Coordinating with the EVSE firm to ensure electrical specifications for charger installation are met
- Conducting an assessment of the building's current electrical capacity and identifying any upgrades needed.
- Designing conduit and routing plans for power lines from chargers to electric panels and solar interconnects.
- Providing load calculations, single-line diagrams, and construction-ready drawings.
- Ensuring that all designs consist of Buy America Build America (BABA) compliant components.
- Interfacing with BWL and assisting in utility, city, and state permitting and utility coordination as needed.
- Delivering all design documents in both electronic and print formats.
- Inspecting the electrical work to ensure the electrical contractors have adhered to the design.
- Other electrical engineering design tasks as mutually identified during the course of the project.

3 Proposal Requirements

Interested firms must submit a proposal that includes:

- Company profile and relevant experience, especially in bi-directional EV charger design, renewable energy integration, and supervision of electrical contractor work.
 - Please include any projects completed in Lansing Board of Water and Light (BWL) service territory, as well as projects completed in the State of Michigan.
- Key personnel assigned to the project.
- Approach to developing the project design.
- Preliminary schedule of deliverables.
- Fee structure (for example, percent of project/fixed rate/hourly rate).
- Rate (hourly, or, if percent of project, what percent).
- At least three references for similar projects or projects of similar complexity.

4 Proposal Format

Proposals must comply with District's board policy and the following standards:

- a) All proposals should be in standard text no smaller than eleven (11) point font;
- b) Include a one-page cover letter as the first page of the proposal;
- c) Address all proposal requirements in the order presented in Section 4; and
- d) Proposal is a maximum of 10 pages in length [double-sided sheets are considered equal to two pages], not including forms, references, or other like attachments.

5 Submission Instructions

Submit proposals via email by **October 9, 2025 at 2:00 PM** Eastern time to:

Projects@lansingschools.net

All questions must be submitted in writing to the contact above by October 3, 2025.

6 Proposal Award

6.1 Clarification of Responses

In the event that proposals are in need of clarification or to negotiate modifications, the District may, at its discretion, request clarification in writing or presentations by meetings with any or all Proposer(s). The District also reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, both from technical and price standpoints, which the vendor can propose.

6.2 References

The District reserves the right to investigate references, including customers other than those listed in the Proposer's submission.

6.3 Notification of Intent to Award

The District shall notify Proposers of its intent to propose a contract for approval by the Board of Education as soon as possible after RFP opening. The time for award will depend on the meeting schedule of the Board of Education.

7.4 Form of Contract

The form of contract shall be based on the Agreement attached hereto ("Attachment A"). The Proposer shall be deemed to agree with the attached document in its entirety except and to the extent the Proposer specifically objects in writing to any provision therein and attaches the objection(s) as a separate document to its response to this RFP, along with a proposed alternative. The absence of any such written objection shall constitute an agreement to all proposed contract terms. Notwithstanding anything herein to the contrary, the District shall have the ability, in its sole discretion, to negotiate any term of the Agreement prior to final execution of the Agreement. The award shall be contingent upon the successful negotiation of any such issues identified by the District.

7 Contract Terms and Conditions

7.1 Expense of Submittal Preparation

The District accepts no liability for the costs and expenses incurred by the Proposers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Proposer that enters the selection process shall prepare the required materials and submittals at its own expense and with the express understanding that the Proposer cannot make any claims whatsoever for reimbursement from District for the costs and expenses associated with the procurement process.

7.2 Incorporation of Terms and Conditions

The contract terms and conditions in this Section 7 are hereby incorporated into the signed written agreement between the Proposer and the District for electrical design services attached hereto (the "Agreement") and may be modified at any time prior to execution of the Agreement at the sole discretion of the District upon determination that the modification is in the best interest of the District. If the Proposer selected for Award as a result of this RFP fails to agree to the terms and conditions set forth in this Section 7, District may terminate negotiations with the Proposer and commence negotiations with the next highest ranked Proposer.

7.3 RFP Not an Offer

This RFP does not constitute an offer by the District. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the District until the District's Board of Education ("Board") approves the Proposal and an authorized District administrator and the Proposer execute the signed written Agreement. No recommendations or conclusions from this RFP process concerning the Proposer shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of the State of Michigan.

7.4 Incorporation of Documents

The RFP, Proposal, Agreement, and any attachments thereto (collectively, the "Contract Documents") are incorporated herein by reference as if fully restated herein. In the event of any inconsistency or conflict between the Contract Documents or between a Contract Document and the Agreement, the provision that is more beneficial to the District (as determined in the District's sole discretion) shall control.

7.5 Indemnification and Insurance

Designer shall indemnify and hold the District (and its officers, board members, agents, agents, and consultants) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement, and prosecution along with attorney, expert, and other professional fees, arising out of or related to any Designer negligence, wrongful act, or breach of the Agreement or the obligation of Designer or any of its employees or others for whom it is responsible in connection with the performance or non-performance of the Agreement. Designer's indemnification responsibility shall be as broad as permitted by law, to the fullest degree of its fault. District shall not indemnify the Designer as the District does not have the legal authority to indemnify a third-party contractor.

Designer shall comply with the insurance requirements as reasonably required by the District. Designer's general liability policy shall identify District as an additional

insured, and Designer shall provide a certificate of insurance to District evidencing Designer's applicable insurance coverage. The District is not waiving any rights its insurer(s) may have to subrogation. To the extent any terms in Contract Documents are contrary to the aforementioned, such terms shall be deemed void and unenforceable.

7.6 Right to Terminate Discussions

The Proposer's participation in this process might result in the District selecting the Proposer to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the District to execute the Agreement or to continue discussions. The District can terminate discussions at any time and for any reason.

7.7 Contract Termination

The District may terminate the Agreement upon seven (7) calendar days' prior written notice to the Designer. The Designer may terminate the Agreement for the District's failure to substantially perform its obligations under the Agreement, so long as written notice of such failure has been provided to District and District fails to cure such failure within thirty (30) days of receiving the notice.

7.8 Dispute Resolution

The parties shall first attempt to resolve disputes through non-binding mediation. Any claim or dispute not resolved by mediation shall be subject to litigation. In the event of any mediation arising out of or relating to the Agreement, the District reserves the right to require that the mediation be conducted in the general area where the District's principal place of business is located. Any mediation with respect to the Agreement shall be non-binding. Any agreements reached in mediation shall be binding in accordance with law. For all litigation arising out of the Agreement, the District and Designer agree to adjudicate all disputes in the courts of appropriate jurisdiction in Ingham County, Michigan. Designer consents to the jurisdiction and venue of such courts. Both parties retain their rights of appeal. The Agreement will be enforced under the laws of the State of Michigan.

As a condition precedent to any claim, mediation, litigation or other cause of action brought by the Designer against the District, the Designer shall notify the District in writing of any contractual or other dispute within 21 days of becoming aware of the conditions giving rise to the claim, cause of action, or dispute. The failure to timely provide such notice shall be an irrevocable waiver of any such claim, cause of action, or dispute. Claims and causes of action by the District shall be subject to the applicable statute of limitations under Michigan law, but in no event shall a claim by the District be deemed untimely if filed within six (6) years of final completion of the Project.

7.9 Requirement for Representation as to Accuracy and Completeness of Proposal

Each Proposer shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: “The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the District, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead District as to any material facts.”

7.10 Trade Secrets/Confidentiality

Upon the date of Board approval of the Proposal for award hereunder, the Proposal will be considered a public record. After such date, members of the public who submit public records requests will review the Proposal.

The public disclosure of the contents of each Proposal submitted in response to this RFP is governed by Michigan legislation, including Michigan’s Freedom of Information Act, MCL 15.231, et seq., and Open Meetings Act, MCL 15.261, et seq. If any Proposal contains trade secret information as defined by Michigan legislation, such trade secret information should be specifically and clearly identified in accordance with this Section.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope and on separate USB for electronic files, marked “Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope and on each page of the electronic file.

In submitting a Proposal, each Proposer agrees that the District upon the Proposal due date, may reveal any trade secret materials contained in such response to all staff and officials from District entities involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired or appointed by the District to assist in the evaluation process. Furthermore, each Proposer agrees to indemnify and hold harmless District and each of its officers, employees, Board members, and agents from all costs, damages, and expenses incurred relating to refusing to disclose any material, which the Proposer has designated as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified.

The Proposer agrees to provide to the District from time to time, upon District's request, payment affidavit detailing the amounts paid by the Proposer to subcontractors and suppliers in connection with the Agreement within a certain period of time. Such affidavits shall be in the format specified by District.

7.11 Nondiscrimination

The parties shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, weight, or marital status and other employment matters described by the Michigan Elliott-Larsen Civil Rights Act, MCL 37.2209. Breach of this covenant may be regarded as a material breach of the Agreement.

7.12 Compliance with Law

Designer will comply with all federal, state, and local laws, rules, regulations, policies, procedures and mandates applicable to the Contract Documents, including, but not limited to, the Revised School Code (MCL 380.1, et seq.), the Michigan Occupational Code (MCL 339.2011), and all other applicable laws.

7.13 Reservation of Right to Change Schedule

The District shall ultimately determine the timing and sequence of events resulting from this RFP. The District reserves the right to delay the closing date and time for any phase if District staff believe that an extension will be in the best interest of the District.

7.14 Reservation of Right to Amend RFP

The District reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the District.

7.15 Additional Evidence of Ability

Proposers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The District reserves the right to request such information at any time during the Proposal evaluation period for this RFP.

7.16 No Collusion or Conflict of Interest

By responding to this RFP, the Proposer shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Proposer submitting a separate response to this RFP and is in all respects fair and without collusion or fraud.

7.17 Proposal Terms Firm and Irrevocable

The signed Proposal shall be considered a firm offer on the part of the Proposer. The District reserves the right to negotiate price and the Scope of Work. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Agreement negotiations unless specifically waived in writing by District. The Proposer chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Agreement, either in part or in its entirety, at the District's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.

7.18 Proposal Binding for 180 Days

Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for a one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Proposer and include such individual's name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full period of each Agreement.

7.19 Subcontracting

The Proposer given the contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Proposer shall remain the prime contractor and will assume all responsibility for the performance of the Work supplied by the applicable subcontractor(s). Additionally, the District must be named as a third-party beneficiary in all subcontracts.

7.20 Assignment

Neither party shall assign the Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.

7.21 Use of the District Name

No advertising, sales promotion or other materials of the Proposer or its agents or representatives may identify or reference District in any manner absent the prior written consent of District.

7.22 Withdrawal for Modification of Proposals

Proposers may change or withdraw their Proposals at any time prior to the Proposal due date; however, no oral modifications will be allowed. Only an email with an updated/corrected proposal attached will suffice as communication of a modification of a previously submitted Proposal. Any Proposal modification must

be addressed in the same manner as the Proposal and received by District prior to the scheduled closing time for receipt of Proposals in order to be accepted by the District. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the request is plainly marked "Modifications to Proposal."

7.23 No Contact

As of the Proposal due date and until the date of approval by the Board of an award under this RFP, each Proposer shall refrain from contacting any employee of District or member of the Evaluation Committee or Board except for written requests to the District Representative listed on the cover page of this RFP.

7.24 No Bribery

In submitting a response to this RFP, each Proposer certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of District in connection with the Proposal.

7.25 Exceptions to the RFP

Other than exceptions that are stated in compliance with this Section 7, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Agreement attached to this RFP. An "exception" is defined as the Proposer's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Agreement attached to this RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Proposer provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer's solution, must be described in detail.

7.26 Fair Trade Certifications

By submission of a Proposal, the Proposer certifies that regarding this procurement:

- The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone;
- Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening; and

- No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

7.27 Iran Economic Sanctions Act

By submission of a Proposal, the Proposer certifies that it is not an Iran-linked business as that term is defined in the Iran Economic Sanctions Act, MCL 129.311 et seq. The Proposer understands that submission of a false certification may result in termination of the Agreement, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the Proposal amount, whichever is greater, plus related investigation and legal costs.

7.28 Clarification of Ambiguities

Any Proposer believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the District in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim for ambiguity, inconsistency or error.

7.29 Proposer's Obligation to Fully Inform Themselves

Proposers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Proposer's own risk.

7.30 Disclaimer

Each Proposer must perform its own evaluation and due diligence verification of all information and data provided by the District. The District makes no representations or warranties regarding any information or data provided by the District.

ATTACHMENT A

[Form of Agreement Follows]

**AGREEMENT BETWEEN OWNER AND
DESIGNER FOR ELECTRICAL DESIGN SERVICES**

This AGREEMENT is made as of the ____ day of _____, 20____ between **LANSING PUBLIC SCHOOL DISTRICT**, a Michigan general powers school district, organized and operating pursuant to the provisions of the Revised School Code, MCL 380.1, et seq., as amended, whose address is 519 W. Kalamazoo Street, Lansing, Michigan 48911 ("Owner"), and _____, a _____, whose address is _____ ("Designer").

RECITALS

- A. Designer shall provide electrical design services for the integration of bi-directional electric vehicle (EV) chargers and a battery energy storage system into the school's onsite electrical infrastructure in accordance with the Owner's Request for Proposals and as otherwise approved by the Owner's Board of Education (the "Project"); and
- B. Owner desires a qualified firm with licensed engineers to provide electrical design services to be coordinated with all other elements of the Owner's ongoing resiliency initiative at the Hill Center/Lansing Tech High School, upon the terms and conditions set forth herein.

The Owner and Designer agree as set forth below.

ARTICLE 1

DESIGNER'S RESPONSIBILITIES

1.1 DESIGNER'S SERVICES

1.1.1 Designer's services consist of those services to be performed by Designer, and its employees, consultants, and agents, as enumerated in this Agreement (and as may be generally referenced in the recitals, which are incorporated herein) and as reasonably necessary to complete all electrical design aspects of the Project. Designer will provide electrical design services for the Project, including planning, design, bid specification, proposal analysis and recommendation, implementation, and project management. Said tasks shall include, but shall not necessarily be limited to, those identified in this Agreement, the Owner's Request for Proposals ("RFP," attached hereto as Attachment A), Owner-accepted portions of the Designer's proposal ("Proposal," attached hereto as Attachment B), the 2023 Clean School Bus Grant Program ("Grant"), and in any other contract document, including amendments thereto (collectively, the "Contract Documents"). In the event of any conflict or ambiguity within, between, or among any Contract Documents, the terms most beneficial to the Owner shall control, as determined in the Owner's sole discretion.

1.1.2 Designer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Designer shall perform its responsibilities and services in a manner consistent with the professional and/or other standards of the electrical design profession.

Designer shall submit for the Owner's approval a schedule for the performance of Designer's services which may be adjusted in writing by mutual agreement of the parties as the Project proceeds and shall include allowances for periods of time for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause and upon mutual written agreement, be exceeded by Designer.

1.1.3 Designer shall follow the highest standards of its profession in performing all services under this Agreement and for the Project.

1.1.4 Except as otherwise set forth herein, Designer assumes all responsibility for the condition of materials and equipment used in the performance of this Agreement. Designer shall indemnify and hold the Owner harmless from and against any and all claims of whatsoever kind or nature for damage to property or for personal injury, including death, and from and against any loss or liability in connection therewith, made by anyone whomsoever arising out of the negligence or willful misconduct of Designer under this Agreement, either by Designer, any subcontractor of Designer or by anyone directly engaged or employed by Designer, provided, however that Designer shall have no liability hereunder, for any such claims, loss or liability to the extent they arise from or relate to the negligence or willful misconduct of the Owner or any other third party. It is understood that Designer's indemnification obligation shall be interpreted as broadly as allowed under law, on a comparison basis of fault. The parties agree that the Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in this Agreement is contrary to this provision, such term is void and unenforceable.

1.1.5 Designer acknowledges that its services will be performed within the context of a larger initiative and, therefore, Designer must work alongside, coordinate, schedule, and cooperate with various other design professionals and contractors.

ARTICLE 2

SCOPE OF DESIGNER'S BASIC SERVICES

2.1 DEFINITION

2.1.1 Designer's Basic Services include all services described in the Contract Documents that are not expressly designated as Additional Services and include all design services necessary to produce a reasonably complete and accurate set of Detailed Design Documents and a satisfactory Project. Such services shall be performed in compliance with all applicable laws, statutes, ordinances, codes, rules and regulations.

2.2 PRELIMINARY DESIGN PHASE, DETAILED DESIGN PHASE AND PROGRAMMING

2.2.1 Designer shall review and analyze current, intermediate and long-term needs of the Owner to ascertain the requirements of the Project. Designer shall arrive at a mutual understanding of such requirements with the Owner, shall commit its understanding of the Owner's requirements to writing,

and shall submit a copy to the Owner for approval before proceeding with drafting the preliminary designs. Once the Designer's findings and understandings are approved by the Owner in writing, it shall become the "Program of Services."

2.2.2 Designer shall provide to the Owner the Program of Services, a project schedule, a project budget and a preliminary design. Designer shall provide the services of professionals, qualified by training and experience in their respective fields, as needed, to address the requirements of the Project, and shall submit a list of the names of the professionals to be employed by Designer to the Owner, in advance, for the Owner's review and approval. The documents described in this Section shall be prepared in cooperation with and provided for coordination with the Owner and the Owner's hired consultants.

2.2.3 Designer shall review with the Owner alternative approaches to design and implementation of the Project as per the Program of Services.

2.2.4 Based upon the Designer's proposal and the mutually agreed upon Program of Services, schedule, budget requirements and preliminary design, Designer shall prepare, for approval by the Owner, Detailed Design Documents consisting of Drawings and Specifications and cost estimates setting forth in detail the requirements for the Project, as well as an Acceptance Testing Procedure (defined below) for all equipment and systems contemplated within the Program of Services and the Detailed Design Documents. Approval of the Detailed Design Documents by the Owner shall be deemed to be approval of the concept though not approval of the means or techniques recommended by Designer for the Project. Said documents shall be prepared in cooperation with, and provided for coordination with, the Owner and the Owner's consultants. Designer hereby specifically warrants that said Detailed Design Documents shall, when implemented in the Implementation Phase, yield a completed Project which conforms to the Program of Services and further warrants its detailed design and the implementation of its detailed design conforms to the expectations of the Owner and the representations of Designer as provided for in the Contract Documents.

2.2.5 Designer shall, after consultation with the Owner, prepare the necessary bidding information, bidding forms, Contract conditions (and amendments thereto that apply only to the Program of Services), and a final estimate of the project cost, modified as necessary to conform with the Contract Documents.

2.2.6 Designer shall advise the Owner, in writing, of any adjustments to previous preliminary estimates of Project Cost indicated by changes in requirements or general market conditions.

2.2.7 Designer shall be responsible for advising the Owner of, and assisting the Owner with, filing documents required for the approval of, governmental authorities having jurisdiction over the Project. At Designer's expense, when instructed to do so by the Owner, Designer shall be responsible for making such changes in the Detailed Designed Documents as may be required or suggested by said governmental authorities.

2.2.8 Designer shall include in the bidding information a requirement that the successful vendor(s) or contractor(s) (hereinafter "Contractor") shall provide operation manuals to the Owner and shall provide adequate training for the Owner in the operation of all systems installed by the Contractor.

Further, Designer shall require in the bidding information that the Contractor must assume responsibility for systems which they are providing, including transitioning those systems to the Owner, as well as proper coordination of activities with every other Contractor. Each bid must contain a form of contract which has been approved by the Owner and the owner's legal counsel, including all terms and conditions.

2.3 BIDDING OR NEGOTIATION PHASE

2.3.1 Designer, following the Owner's approval of the Detailed Design Documents and of the latest preliminary estimate of Project Cost, shall assist the Owner in obtaining bids or negotiated proposals for the various projects and assist in awarding and preparing contracts for construction and/or implementation. Designer acknowledges that it is ineligible to bid on any equipment needed to implement the approved design herein. Designer represents and warrants that it is an entity independent from any Contractor eligible to bid on any of the bid documents prepared by Designer in connection with the Project. Designer further represents and warrants that it will receive no consideration, commission or remuneration of any kind from any Contractor bidding on the Project.

2.3.2 A fixed limit of construction cost will be established by the Owner in accordance with the Owner's Project budget. In the event that the recommended bid or bids relative to the Project exceed(s) the fixed limit of funds appropriated for the Project or (if less) the final estimates provided by Designer as approved by the Owner, Designer, in consultation with and at the direction of the Owner, will modify the Contract Documents as necessary for rebidding and provide such other services as necessary to bring the cost of the Project within budget, as part of Designer's Basic Services with no additional cost to the Owner.

2.3.3 Designer will obtain and review all certificates of insurance, performance bonds, payment bonds and other similar Contractor-required information and ensure that such information is provided to Owner prior to commencement of the work.

2.4 IMPLEMENTATION PHASE - ADMINISTRATION

2.4.1 Designer's responsibility to provide Basic Services for the Implementation Phase under this Agreement shall commence with the award of the first Contractor agreement and shall terminate when all Project systems are installed, integrated and operating properly for the Owner's intended purposes, to the Owner's satisfaction pursuant to the Acceptance Testing Procedure. Nothing herein shall eliminate or reduce the Designer's post-construction obligations as set forth in Section 10.8 or otherwise.

2.4.2 Designer shall provide administration of all Contractor agreements as required by this Agreement, in the "Program of Services," and as otherwise agreed by the parties.

2.4.3 Duties, responsibilities and limitations of authority of Designer shall not be restricted, modified or extended without written agreement of the Owner and Designer.

2.4.4 Designer at all times shall be a representative of, and act in the best interests of, the Owner and shall advise and consult with the Owner. Designer shall submit to Owner, as appropriate for current

project phase updated written reports on the progress of the Project. Designer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement, unless otherwise modified by written instrument. Designer shall conduct meetings with contractors at least once per week, and Designer shall prepare minutes for such meetings and provide same to the Owner regardless of whether the Owner attends such meeting.

2.4.5 Designer shall be on-site as often as necessary and appropriate to the stage of implementation to inspect the site and the Project; to inspect the site and the Project; to familiarize Designer with the progress and quality of the Project; and to determine for the Owner's benefit and protection if the Project is proceeding in accordance with the intent of the Detailed Design Documents and schedule.

Designer shall be fully responsible for properly conducting the established and Owner-approved Acceptance Testing Procedure. Designer shall schedule and attend construction and implementation progress meetings, as necessary or as directed by Owner, in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. On the basis of its on-site observations and inspections, Designer shall keep the Owner informed of the progress and quality of the Project and shall guard the Owner against defects and deficiencies in the Project and against the Contractor's failure to carry out the Project in accordance with the intent of the Detailed Design Documents and the schedule, and shall give prompt notice in writing to the Owner of any deviations from the Detailed Design Documents in the Project.

2.4.5.1 Nothing in this Agreement shall be interpreted as reducing or eliminating the Designer's responsibility under 1937 PA 306 and 1980 PA 299, if applicable, including supervision of construction and cost estimating. The Designer shall be solely and exclusively responsible for the provision of, and cost for, such services.

2.4.6 Designer shall ensure that the Project is being implemented in accordance with the Detailed Design Documents as accepted by the Owner.

2.4.6.1 Designer shall provide any services made necessary by defects or deficiencies in the work of the Contractor or its agents or employees which, through reasonable care by the Designer, Designer should reasonably have discovered and promptly reported to the Owner, but failed so to do. Any defective designs or specifications furnished by Designer shall be promptly corrected by Designer at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of Designer's services hereunder or the Project itself shall in no way diminish or limit Designer's obligations and liabilities or the Owner's rights.

2.4.7 The Owner and Designer shall at all times have access to the Project, whenever it is in preparation or progress.

2.4.8 Except as may otherwise be provided in the Detailed Design Documents or when direct communications have been specially prohibited, the Owner and Contractor may communicate through Designer. Communications by and with Designer's agents may also be through Designer.

2.4.9 Based on Designer's observations, Project inspections, and evaluation of each Contractor Application for Payment, Designer shall review and certify to the Owner the amounts due the

Contractor. Said review and certification shall take place within fourteen (14) days of Designer's receipt of the Application.

2.4.10 Designer's certification for payment shall constitute a representation to the Owner, based on Designer's observations and Project inspections and on the data comprising the Contractor's Application for Payment, that the Contractor's work has progressed to the point indicated, that the quality of the Contractor's work is in accordance with the Detailed Design Documents and Project schedule, and the Acceptance Testing Procedure and that the Contractor's work has been performed in a good and workmanlike fashion. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. The Owner reserves the right to challenge any determination by Designer that work performed is in accordance with the Detailed Design Drawings or any other contractual obligation.

2.4.11 Where Contractor's work does not conform to the Detailed Design Documents and the Acceptance Testing Procedure, Designer shall (subject to the Owner's ultimate authority) promptly reject such nonconforming work and notify the Owner of said rejection(s). Whenever Designer considers it necessary or advisable for implementation of the intent of the Detailed Design Documents, Designer will have authority to require additional inspection or testing of the Contractor's work in accordance with the provisions of the Detailed Design Documents, whether or not such work is fabricated, installed or completed. Where such additional inspection and testing is to be at additional cost to the Owner or will extend the time for performance, such additional inspection and testing is to be required by Designer only upon advance notice and prior written approval by the Owner.

2.4.12 Designer shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, test results and documentation, for the purpose of checking for conformance with the Detailed Design Documents and all applicable laws, statutes, ordinances, codes, rules and regulations. Designer's action shall be taken with such reasonable promptness as to cause no delay in the Contractor's work or in the work of separate Contractor, while allowing sufficient time in Designer's judgment to permit adequate review.

2.4.13 Designer shall review, and when appropriate direct the Contractor to prepare change orders with supporting documentation and data, for the Owner's approval and execution in accordance with the Detailed Design Documents. Designer may authorize minor changes in the Project not involving an adjustment in the Contract Sum or an extension of the Contract Time, and so long as such changes are not inconsistent with the intent of the Detailed Design Drawings.

2.4.14 Designer shall, as part of the inspections required by this Agreement, determine the date or dates of Substantial Completion and the date of Final Completion. Designer shall receive and forward to the Owner for the Owner's review and records written warranties and related close-out documents required by the Detailed Design Documents and assembled by the Contractor. Designer shall issue a Final Certificate for Payment upon full and satisfactory compliance with all contractual requirements. Further, the Designer shall conduct a final post-implementation inspection and shall assemble final documentation which includes test results and as-built drawings..

2.4.15 Designer shall interpret and make recommendations on matters concerning the Contractor's performance of contract requirements on written request of the Owner. Designer's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.4.16 Interpretations and recommendations of Designer shall be consistent with the intent of and reasonably inferable from the Detailed Design Documents and shall be in writing or in the form of drawings. When making such interpretations, Designer shall endeavor to secure faithful performance by the Contractor and shall not be liable for results of interpretations or decisions so rendered in good faith and without negligence.

2.4.17 The Owner shall have final authority on questions relating to aesthetic effect.

2.4.18 Designer shall render written interpretations and recommendations within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Contractor's work as provided in the Detailed Design Documents.

2.4.19 Designer shall provide services to investigate existing conditions or facilities, to make measured drawings thereof, and/or to verify the accuracy of drawings furnished by the Owner.

2.4.20 Designer shall provide coordination of all projects performed by separate Contractors or by the Owner's own forces, including establishing and conducting a regular schedule of weekly meetings between Contractors and the Owner. Such weekly meetings shall be held throughout the entire Implementation Phase of the Project and shall be for the primary purpose of assessing the progress of the work of each Contractor and recommending to the Owner remedial actions as are necessary to ensure progress and completion in accordance with the required construction schedule and contract time. Designer shall submit to the Owner and Contractor as soon as practical a full report of each such meeting.

2.4.21 As a Basic Service, Designer shall be prepared to serve and shall serve when requested by the Owner as a witness in connection with any public hearing, arbitration proceeding, legal proceeding, mediation, or administrative law proceeding to which the Owner or Designer is a party or in which the Designer's services are at issue.

2.4.22 Designer shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation, as well as materials, resulting therefrom. Designer shall seek and consider input from the Owner when evaluating substitutions.

2.4.23 Designer shall provide services in evaluating claims submitted by the Contractor or others in connection with the work.

2.4.24 Designer shall provide analyses of the Owners' needs for the Project.

2.4.25 Designer shall develop and review with the Owner for the Owner's approval an Acceptance Testing Procedure which integrates all work being performed by all Contractors and ensure that all work which is properly implemented shall be in accordance with the Detailed Design Documents and

the Contract Documents. Such Acceptance Testing Procedures shall be incorporated into bidding documents and the Owner/Contractor Agreements, as applicable.

2.4.26 Designer shall be responsible for assembling and providing to the Owner all pertinent documentation from the Contractor, including but not limited to warranty data, operating manuals, service phone numbers, and serial numbers.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 Additional Services may be provided by the Designer for additional compensation only if: (a) required for the project, (b) the Owner authorizes the performance of the additional service in writing prior to the Designer's provision of any such additional service, and (c) the Designer provides a good faith estimate of the cost of same prior to the Owner's authorization. The Owner shall not be obligated to pay for any Additional Service in the absence of the foregoing. For proper Additional Services, the Owner shall compensate the Designer in an amount negotiated by the parties. Notwithstanding any provision to the contrary, no compensation shall be paid to Designer for additional services that became necessary as a result of the fault or negligence of Designer or its agents or employees.

3.2 POTENTIAL ADDITIONAL SERVICES

3.2.1 Preparing drawings, specifications and other documentation and supporting data and providing other services in connection with change orders and change directives that exceed the scope of the Project; provided said change orders and change directives are not due to Designer error.

3.2.2 Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with the replacement of such work; provided said work is not required by the negligence or improper action or inaction of the Designer.

3.2.3 Providing services made necessary by the default of the Contractor or by major defects or deficiencies in the work of the Contractor, provided that (i) the defect or deficiency is of such a nature that the Designer could not have reasonably identified it in order to prevent same, and (ii) the Contractor has first agreed to a reduction in their contract sums with respect to such additional services.

ARTICLE 4

OWNER'S RIGHTS AND RESPONSIBILITIES

4.1 Upon Designer's reasonable request, the Owner shall consult with Designer regarding Project requirements, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, which shall serve as a fixed limit of Project Cost (including all Owner costs, reimbursable expenses, and approved contingencies). The Owner's establishment of a fixed budget for the Project is a condition precedent to enforceability of this Agreement.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project, subject to parameters established by the Owner. The Owner or such authorized representative shall render decisions within a reasonable period of time pertaining to documents submitted by Designer in order to avoid unreasonable delay in the orderly and sequential progress of Designer's services, taking into account the duties of the Owner under the Michigan Open Meetings Act.

4.4 Prompt notice shall be given by the Owner to Designer if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Detailed Design Documents, but the Owner's failure or omission to do so shall not relieve Designer of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation. Designer shall provide prompt written notice to the Owner if Designer becomes aware of any fault or defect in the Project or nonconformance with the Detailed Design Documents.

4.5 Owner shall have the right to request rejection or relocation of any of Designer's employees or agents whose qualifications in Owner's good faith and reasonable judgment do not meet the standards established by Owner as necessary for the performance of the technical services. In the event any of Designer's employees or agents must be replaced, for any reason, Designer shall promptly supply an acceptable replacement in consultation with Owner.

4.6 The Owner will provide relevant information specifically requested by Designer for performance of its services. It is the Designer's responsibility to seek such information from the Owner that Designer deems necessary for its performance of required services, acknowledging that Owner is not a professional in electrical design and implementation. The Designer will promptly inform Owner of any errors or similar matters regarding such information that come to the Designer's attention.

ARTICLE 5

USE OF DESIGNER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

5.1 The Drawings, Specifications and other documents prepared by Designer for this Project, electronic or otherwise, are instruments of Designer's service for use solely with respect to this Project and, unless otherwise provided, Designer shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. However, upon execution of this Agreement, the Owner shall have an irrevocable, nonexclusive right to access, use, reproduce and retain copies of Designer's Drawings, Specifications and other documents, in whatever medium created and regardless of stage of completion, for information and reference in connection with the Owner's use and occupancy of the Project. Designer's Drawings, Specifications or other documents may be used by the Owner, either directly or through third parties, on other projects, for

additions and/or maintenance to this Project, or for completion of this Project by others in the event Designer's services are terminated or otherwise cease prior to Project completion.

5.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes or as required by law in connection with the Project is not to be construed as publication in derogation of Designer's reserved rights.

ARTICLE 6

TERMINATION, SUSPENSION OR ABANDONMENT

6.1 The Owner may terminate this Agreement, with or without cause, upon thirty (30) day's prior written notice to the Designer. Designer may terminate this Agreement by providing the Owner with thirty (30) days' prior written notice of its intent to terminate describing the Owner's failure to substantially perform in accordance with this Agreement, and so long as Owner does not cure such failure within the thirty (30)-day period (or promptly take action to cure such failure within the same period and diligently pursue completion of same). If the Agreement is terminated prior to completion of the Services, Designer shall provide a final report based on the value of the Services reasonably and properly performed as of the date of termination.

6.2 If the Project is voluntarily suspended by the Owner for more than ninety (90) consecutive days, Designer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Designer's compensation for expenses incurred in the interruption and resumption of Designer's services shall be subject to negotiation.

6.3 If the Owner fails to make undisputed payments when due to Designer for services and expenses, Designer may, upon thirty (30) days' written notice to the Owner, suspend performance of services under this Agreement. Unless undisputed payment in full is received by Designer within thirty (30) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Designer shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services.

6.4 In the event of termination not the fault of Designer, Designer shall be compensated for services timely and properly performed prior to termination, together with reimbursable expenses then due, but in no event shall such sum exceed the fee described in Section 8.1.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be governed by the laws of the State of Michigan.

7.2 The Owner and Designer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Designer shall assign this Agreement without the written consent of the other.

7.3 This Agreement may be amended only by written instrument signed by both Owner and Designer.

7.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Designer. Nothing herein shall be deemed to reduce or eliminate the Owner's defense of governmental immunity.

7.5 Designer shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the Agreement.

7.6 Confidentiality.

7.6.1 If Designer receives information of the Owner that is "confidential" or "business proprietary," Designer shall keep such information strictly confidential and shall not disclose it to any other person except to its employees, those who need to know the content of such information in order to perform services solely for this Project, or its consultants whose contracts include similar restrictions. The parties acknowledge that the Owner cannot provide similar confidentiality protection due to the applicability of the Michigan Freedom of Information Act and the Michigan Open Meetings Act, among others.

7.6.2 Designer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among Designer's promotional and professional materials. Designer's materials shall not include the Owner's confidential or proprietary information. Designer shall obtain the Owner's approval prior to disclosure of any photographs or similar information for purposes of verifying that such disclosure does not violate confidentiality statutes (for example, the Revised School Code, IDEA, FERPA).

7.7 Within the meaning of all applicable federal, state and local laws, including but not limited to, employment taxes, income taxes, labor relations acts, employment discrimination laws, minimum wage and overtime laws, and workers' compensation laws (collectively, the "Employment Laws"), Designer is and shall be deemed to be the sole employer of all personnel used to provide services on behalf of Designer pursuant to this Agreement (the "Designer Personnel"), and its relationship with the Owner shall be deemed to be that of an independent contractor and not that of principal and agent, master and servant, or employer and employee. As the employer of the Designer Personnel, Designer shall: (a) have the power to hire, discipline, recruit, train and terminate Designer Personnel; (b) instruct the Designer Personnel on when, where and how to perform their duties; (c) determine the amount of frequency of wage, benefit, salary, bonus and other payments to Designer Personnel; (d) determine and pay the amount, if any, of reimbursement for business and/or traveling expenses of Designer Personnel; (e) pay and file with all appropriate governmental entities all necessary payroll information, taxes and deductions, including but not limited to, federal, state and local income taxes, social security taxes, and unemployment taxes; (f) comply with the Employment laws; and (g) pay any and all workers' compensation and other insurance costs and premiums applicable to employers.

7.8 For purposes of cost estimating or tracking under this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed and overseen by the Designer and shall include any Contractor general conditions costs, overhead and profit, compensation of the Designer and its consultants, compensation of any other Owner consultants and their sub-consultants, including respective compensation for reimbursable expenses at the job site, if any. For purposes of calculating fees or other costs determined on a percentage of the Cost of the Work only, the Cost of the Work does not include the compensation of the Designer and its consultants, the compensation of any other Owner consultants and their sub-consultants, work for which the Designer is not providing services (for example, unused contingency dollars), or other costs that are the responsibility of the Owner

ARTICLE 8

BASIS OF COMPENSATION

The Owner shall compensate Designer as follows:

8.1 BASIC COMPENSATION

8.1.1 For the timely and proper performance of Basic Services described in this Agreement, Basic Compensation shall be calculated on the basis of _____ percent (___%) of the Cost of the Work, not to exceed _____ Dollars (\$_____).

8.2 COMPENSATION FOR ADDITIONAL SERVICES

8.2.1 For properly authorized Additional Services, compensation shall be negotiated by the parties and agreed to in writing prior to performance of services by Designer. The parties may take into consideration the Designer's applicable hourly rates.

8.3 REIMBURSABLE EXPENSES

8.3.1 The following reimbursable expenses will be charged to the Owner: blue print duplication for bidding, RFP duplication and distribution, specialized design document duplication, shipping and mailing of project materials. No other expenses will be charged to the Owner without the Owner's prior written approval. Without limiting the breadth of the foregoing, the following expenses are included in the Designer's basic fee: ordinary office expenses, routine fax and mailings, routine duplication expenses.

8.3.2 All applicable reimbursable expenses will be charged at cost and without mark-up. Further, reimbursable expenses will not exceed _____ (\$_____) without the prior written approval of the Owner. Notwithstanding the foregoing, any single reimbursable expense over _____ (\$_____) must be approved by the Owner in writing prior to expenditure.

8.4 PAYMENT TERMS

8.4.1 Designer will provide, on a monthly basis, billing information for the work performed in the previous month (the "Monthly Report"). The Owner shall pay Designer for the services according to the amounts set forth in the Monthly Report, within thirty (30) days of the date of the Owner's receipt of the Monthly Report, unless and to the extent the Owner disputes the Monthly Report in good faith. Notwithstanding the foregoing, the final payment from Owner to Designer shall not be due until final and satisfactory completion of the Project.

ARTICLE 9

DISPUTE RESOLUTION

9.1 The Owner and Designer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution identified in Section 9.3 and within the period specified by applicable law, but in no case shall a claim be deemed untimely if filed within six (6) years after the date of Final Completion of the Project. The Owner and Designer waive all claims and causes of action not commenced in accordance with this Section 9.1.

9.2 The Designer waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to termination of this Agreement.

9.3 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation, as a condition precedent to litigation. Mediation will be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation.

9.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

9.5 In the event Owner is involved in a dispute which is not subject to mediation involving a person or entity not a party to this Agreement, the mediation provisions of this Agreement shall be deemed inapplicable in the event Owner, in its discretion, determines Designer should become a party to that dispute by joinder or otherwise.

9.6 Owner reserves the right, in its discretion, to require consolidation or joinder of any mediation arising out of or relating to this Agreement with another mediation involving a person or entity not a party to this Agreement in the event Owner believes such consolidation or joinder is necessary in order to resolve a dispute or to avoid a duplication of time, expense or effort.

9.7 Designer shall include similar mediation provisions in all agreements with its independent contractors and consultants retained for this project and to require those independent contractors and consultants to include similar provisions in their retained contractors and consultants, thereby providing for mediation and litigation as the primary method of dispute resolution among the parties.

ARTICLE 10

OTHER CONDITIONS OR SERVICES

10.1 Designer shall obtain and maintain, at no additional cost to the Owner, the following insurances: a) Commercial General Liability with a minimum limit of \$1,000,000 each occurrence (\$2,000,000 aggregate); b) Professional Liability insurance coverage with a minimum limit of \$1,000,000.00; and c) Workers' Compensation coverage as required by law. The Commercial General Liability insurance shall name the Owner as an additional insured. Additionally, Designer shall indemnify and hold the Owner harmless from any and all claims, actions, damages, liabilities, expenses and costs, including attorney fees, for all services rendered pursuant to this contract, including, but not limited to, Designer's design of the Project, preparation of Detailed Design Documents, preparation of bidding documents, inspections and observations of work in progress, and certification of payments due Contractor.

Occurrence-based insurance policies must be obtained and maintained throughout the entire project and for all required post-construction activities (which shall not be less than one year following the date of Final Completion). Claims-made insurance policies must be obtained and maintained throughout the entire project and for a period of not less than seven (7) years following final completion of the Project. With respect to any "claims made" policies, if any time any such policies are cancelled or not renewed, Designer shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of this Agreement and which provides for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal of the prior "claims made" policy(ies). With respect to all "claims made" policies which are renewed, Designer shall provide coverage retroactive to the date of commencement of work under this Agreement.

10.2 As part of Basic Services, Designer shall coordinate, attend, and participate in key design and construction progress meetings as required by Owner or as required for the Project and as necessary for the Owner's larger initiative. Designer shall make a written record of all meetings and shall make a copy of said record available to Owner upon Owner's request.

10.3 All attachments, inserts, and documents incorporated by reference, are hereby made a part of this Agreement as if fully restated herein. All details contained therein are in addition to, and shall not limit, the duties and obligations of Designer as described in this Agreement.

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

10.5 This Agreement, attachments, and any amendment thereto, are intended to be the complete statement of the obligations of the parties, and to supersede all previous understandings, negotiations and proposals. No waiver, alteration, or modification of any provision hereof shall be binding unless in writing and signed by a duly authorized representative of each party.

10.6 This Agreement may be executed in any number of counterparts, including facsimile transmissions or emailed/scanned transmissions, all of which taken together shall constitute one and the same instrument.

10.7 Designer shall immediately notify the Owner in writing of the presence of any hazardous material at the Project of which Designer is aware. Designer shall not specify and shall specifically prohibit in the Specifications the use of asbestos containing building materials (“ACBMs”) in the Project. At the conclusion of the Project, Designer shall provide a signed statement certifying that to Designer’s knowledge, no ACBMs were used in the Project.

10.8 Designer shall provide call back services directly related to the services provided for herein as a part of its basic fee for a period of 12 months after final completion of the project, including punch list work.

10.9 Designer shall not be entitled to additional compensation in the event it is necessary to extend the Project completion date because the Project is delayed due to conditions beyond the control of the Owner, such as strikes, weather, material shortages, site conditions, etc.

10.10 If errors or omissions in the Project are detected in the drawings, plans, specifications, or other Contract Documents created and/or approved by Designer (for purposes of this Section 10.11, referred to as “Documents”) before the conclusion of the bidding phase for a particular contract, the costs for any redesign to correct such errors and/or omitted features shall be borne by Designer, and additional construction/installation costs shall be borne by the Owner. If, however, the errors or omitted items are not detected in the documents until after the work has been bid and if the error should have been avoided by Designer and/or incorporation of the omitted item should reasonably and properly have been provided by Designer, then the cost of redesign, the cost of removal and the reconstruction required to begin correction of the error or incorporation of the omitted item, and any other cost that would not have been incurred by the Owner had the error or omission not occurred, shall be borne by Designer.

10.11 Designer warrants that all design services provided pursuant to this Agreement will be performed to the best of its ability in a highly professional manner. Designer further warrants that the designs which it produces for the Owner, if implemented in accordance with the bid documents and Detailed Design Documents by the vendors/contractors selected by the Owner with Designer's advice will operate as intended by the Owner.

As a part of this warranty, Designer is obligated to respond to the Owner's request for assistance within seven (7) business days and to assist the Owner in obtaining from its Contractors' correction and adjustment services or products that comply with bid documents and Detailed Design Documents, Contractor proposals, and Contractor contracts.

10.12 Warranties. Designer ensures that all bid documents and contract documents developed for Contractors shall contain warranty requirements for a period of at least one (1) year from installation (unless otherwise specified). Designer is not responsible for any Contractor warranty or performance or payment bond, but the Designer shall have the duty to advise the Owner immediately if a Contractor fails to provide required bonds and/or insurance.

10.13 The Designer agrees to retain permanent records relating to the services performed for a period of at least six (6) years following submission of the construction documents, during which period the records will be made available to the Owner upon request.

10.14 This is the entire agreement between the Owner and Designer with respect to the matters covered herein and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing signed by both parties. Any waivers hereunder must be in writing. No waiver or right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default.

10.15 A waiver of any term, condition, or covenant by a party shall not constitute a waiver of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

10.16 Cost Estimates/Project Cost Overages

10.16.1 If at any time the Designer's estimate of the Project budget exceeds the Owner's fixed budget, the Designer shall make appropriate recommendations to the Owner to adjust the Project's size, quality or Project budget, and the Owner shall reasonably cooperate with the Designer in making such adjustments.

10.16.2 If at any time the Owner's Project budget is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in the Project budget;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate the Agreement;
4. in consultation with the Designer, revise the Project program, scope, or quality as required to reduce the Project budget; or
5. implement any other mutually acceptable alternative.

10.16.3 If the Owner chooses to proceed under Section 10.16.2.4, the Designer without additional compensation, shall modify the construction documents as necessary to comply with the Owner's Project budget.

10.16.4 In the event the lowest bid (or bids) exceed the Project budget, the Designer, in consultation with and at the direction of the Owner, shall, without additional compensation, provide modifications to the contract documents and such other services as necessary to bring the cost of the Project within budget.

10.17 Completion Dates. The date of Final Completion of the Project shall be a date mutually agreed upon between the Owner and the Designer. The Designer shall immediately notify the Owner of any reasonable belief that such dates will not be met, including an explanation of the cause of same and a proposal for placing the Project back on schedule.

10.18 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or two (2) business days after deposited with the United States Postal Service, certified or registered mail, postage prepaid, return receipt requested, addressed as follows (or to such other address as either party may designate by notice given in accordance with the provisions of this Section):

Notices to Owner should be sent to:

Attn: Director of Procurement and Risk Management
519 W. Kalamazoo Street
Lansing, MI 48911

Notices to Designer should be sent to:

10.19 The Effective Date of this Agreement shall be the date the last party has executed the Agreement.

“OWNER”:

LANSING PUBLIC SCHOOL DISTRICT,

By: _____

Its: _____

“DESIGNER”:

_____,

By: _____

Its: _____

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

SUPPLIER/VENDOR APPLICATION
(Please type or print)

PURFR016 – 7/7/08 – Version 5

MARK ONE:

- ☐ New Application
☐ Update

Date: _____

W-9 form attached? ☐ YES ☐ NO

DUN & BRADSTREET RATING (if available)

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

COMMODITY LIST

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

| NAICS CODE | DESCRIPTION |
|---|-------------|
| ____11 – Agriculture, Forestry, Fishing and Hunting | |
| ____21 – Mining | |
| ____22 – Utilities | |
| ____23 – Construction | |
| ____31-33 – Manufacturing | |
| ____42 – Wholesale Trade | |
| ____44-45 – Retail Trade | |
| ____48-49 – Transportation and Warehousing | |
| ____51 – Information | |
| ____52 – Finance and Insurance | |
| ____53 – Real Estate and Rental and Leasing | |
| ____54 – Professional, Scientific and Technical Services | |
| ____55 – Management of Companies and Enterprises | |
| ____56 – Administrative & Support, Waste Management & Remediation Services | |
| ____61 – Educational Services | |
| ____62 – Health Care and Social Assistance | |
| ____71 – Arts, Entertainment and Recreation | |
| ____72 – Accommodation and Foodservices | |
| ____81 – Other Services (except Public Administration) | |
| ____92 – Public Administration | |
| ____99 – Unclassified Establishments | |

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

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



Committed to Quality

STATEMENT OF NO BID

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

Lansing School District
519 W KALAMAZOO ST
LANSING, MI 48933

BID NO: # _____

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

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

_____ Insufficient time to respond to the invitation to Bid.

_____ Request for Proposal is unclear.

_____ Do not offer this product or service.

_____ Our schedule will not permit us to perform.

_____ Unable to meet the specifications

_____ Specifications are unclear (Please explain below)

_____ Remove us from your Bidder Mailing List

_____ Other (Please specify below)

REMARKS:

Company Name: _____

Signature: _____

Date: _____ Telephone: _____ Fax: _____

AFFIDAVIT OF BIDDER

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

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

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

, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____



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

3122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

Definitions:

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

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

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

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

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

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

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

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

District Compliance Officers

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

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

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

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

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

Reports and Complaints of Unlawful Discrimination and Retaliation

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

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

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

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

Investigation and Complaint Procedure (See Form 3122 F2)

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

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

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

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

Informal Complaint Procedure

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

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

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

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

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

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

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

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

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

Formal Complaint Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

specific situation.

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

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

Privacy/Confidentiality

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

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

Sanctions and Monitoring

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

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

Retaliation

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

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

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

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

Education and Training

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

Retention of Investigatory Records and Materials

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

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

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

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

Revised 10/19/17

Revised 11/15/18

T.C. 3/8/21

Revised 12/02/21

T.C. 6/22/23

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Legal

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

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

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

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

29 C.F.R. Part 1635

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

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

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

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

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

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

Fourteenth Amendment, U.S. Constitution

NON-DISCRIMINATION IN EMPLOYMENT CERTIFICATION

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

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

Print or type name of Contact Person:

Signed: _____

Title: _____

Company: _____

Date: _____

AFFIDAVIT OF BIDDER - NON-COLLUSION

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

DATE: _____

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

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

(Company Name)

By: _____
(Authorized Signer)

Print or type Name and Title of Signer

Address: _____

Notary Public: _____

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

County of: _____ My Commission expires: _____

Telephone number: _____

IRAN ECONOMIC SANCTIONS ACT CERTIFICATE

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

Contractor: _____

By: _____

Dated: _____

Name: _____

Title: _____

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

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

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

ENROLLED SENATE BILL No. 1024

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

The People of the State of Michigan enact:

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

Sec. 2. As used in this act:

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

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

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

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

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

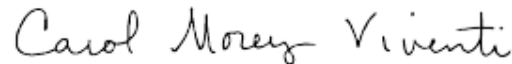
Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract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

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

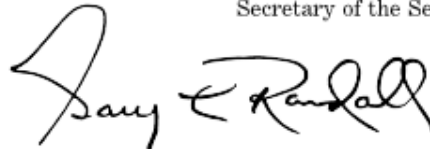
Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

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

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives

LEGAL STATUS OF BIDDER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER

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

FINANCES
6320/page 1 of 5

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.

policy

**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

FINANCES
6320/page 2 of 5

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.

policy

BOARD OF EDUCATION LANSING SCHOOL DISTRICT

FINANCES
6320/page 3 of 5

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.

policy

BOARD OF EDUCATION LANSING SCHOOL DISTRICT

FINANCES
6320/page 4 of 5

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.

policy

**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

FINANCES
6320/page 5 of 5

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
LANSING SCHOOL DISTRICT**

FINANCES
6321/page 1 of 3

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;

policy

**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

FINANCES
6321/page 2 of 3

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

**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

FINANCES
6321/page 3 of 3

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

**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

FINANCES
6325/page 2 of 10

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

policy

**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

FINANCES
6350/page 1 of 1

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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**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

FINANCES
6440/page 1 of 1

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.

policy

**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

FINANCES
6450/page 1 of 1

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.

policy

**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

FINANCES
6460/page 1 of 1

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

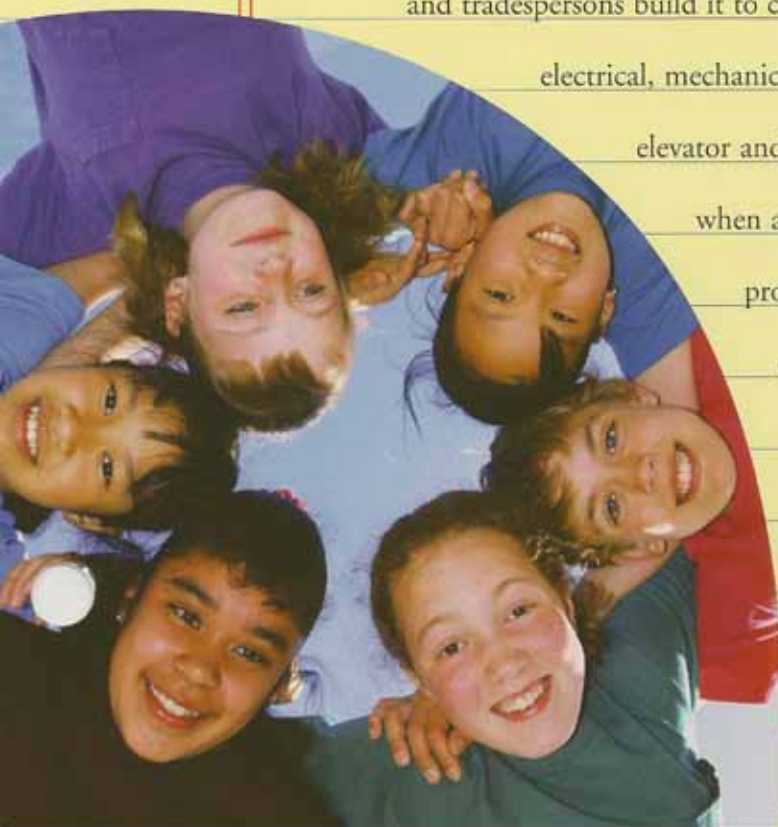
professionals must provide documented proof of licensing

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