



# WESTERN MICHIGAN UNIVERSITY

## Purchasing Department Diversity Procurement Program

Western Michigan University is firmly committed to the principle of nondiscrimination and affirmative action.

It is the University's purchasing policy to actively pursue and promote the opportunities for minority/female suppliers to furnish the University with goods and services.

In an effort to formalize established affirmative action procurement programs, the following procedures will be implemented by the University Purchasing Department.

### **Minority Owned Business (MBE) Definition**

For purposes of NMSDCs (National Minority Supplier Development Council) program, a minority group member is an individual who is a U.S. citizen with at least 1/4 or 25% minimum (documentation to support claim of 25% required from applicant) of the following:

- Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh
- Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.
- Black - A U.S. citizen having origins in any of the Black racial groups of Africa.
- Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas of the following regions: Mexico, Central America, South America and the Caribbean Basin only. Brazilians shall be listed under Hispanic designation for review and certification purposes.
- Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. Native Americans must be documented members of a North American tribe, band or otherwise organized group of native people who are indigenous to the continental United States and proof can be provided through a Native American Blood Degree Certificate (i.e., tribal registry letter, tribal roll register number).

A minority business enterprise is legally defined as a privately or publicly owned corporation, joint venture, or any other type of business organization that is more than fifty percent beneficially owned and controlled by one or more minority persons.

## **Women Owned Business (WBE) Definition**

To be identified as a woman owned business, businesses must show:

- Must be able to provide clear and documented evidence that at least 51% or more is women-owned, managed, and controlled.
- The business must be open for at least six months.
- The business owner must be a U.S. citizen or legal resident alien.

Evidence must indicate that:

- The contribution of capital and/or expertise by the woman business owner is real and substantial and in proportion to the interest owned.
- The woman business owner must direct or cause the direction of management, policy, fiscal, and operational matters.
- The woman business owner shall have the ability to perform in the area of specialty or expertise without reliance on either the finances or resources of a firm that is not owned by a woman.

## **Identification**

The Purchasing Agent will identify qualified minority and female vendors and give them the opportunity to furnish quotations on all goods and services procured by the University. A directory of minority and female vendors will be compiled and maintained by the University Purchasing Department. Minority and female business registers and directories will be requested from sister institutions, municipalities, professional organizations, and other sources appropriate to our needs.

## **Controls**

The Purchasing Agent will monitor all procurement activity of the various purchasing entities and will submit quarterly reports to the Affirmative Action Office and also the Michigan Minority Supplier Development Council.

## **Proposed Purchasing Procedures:**

- A. Contracts can be negotiated directly with minority and female suppliers on amounts up to \$10,000.00 per order. This should allow the purchasing staff sufficient flexibility to increase both the volume of orders and the dollar amount to minority vendors. This program will bypass the existing competitive bid process. Therefore, to provide proper balance between affirmative action objectives and internal control requirements, we believe this program should be held to contracts below \$10,000.00.

- B. We will bid to only minority/female suppliers if three or more vendors can be identified for a particular product. This will be limited to orders estimated at less than \$25,000.00.
- C. We will continue our involvement with minority/female supplier organizations. This involvement promotes the University and encourages minority vendor participation with our organization. Along with these outside contacts, we can provide the following:

Technical Assistance – Technical assistance include all areas that relate to business skills.

Special Assistance – Any desired assistance of the Business Staff of the University may be requested to aid the minority/female vendor in the development of the qualifications necessary for a successful business relationship with the University.

Technical Seminars – Technical seminars may be held to instruct the interested minority/female vendor in business procedures, as it relates to our University (e.g., preparation of bids, cost accounting, traffic, etc.).

Small Business Administration – The SBA administers a program under which a qualified minority/female vendor may receive the services of a business consultant on a “no charge” basis. We will make this known to minority/female suppliers.

Office of Minority Business Enterprise – OMBE, established by Executive Order in 1969, acts as the Federal Government’s focal point and catalyst in the development of resources that assist minority vendors. We will cooperate with this office and its programs which are conducted to identify and qualify minority/female vendors.

- D. Many small businesses, particularly the newly established business, are undercapitalized and often require some type of financial assistance in order to survive. The University Purchasing Department “Buyers” will be authorized, subject to review by the Director of Logistical Services, to provide the following forms of assistance to minority vendors with deemed appropriate:

Billing Assistance – The University, through the efforts of the Purchasing Department Buyer, will make an effort to insure that the vendor’s billing is in order and is submitted to the accounting system in the proper manner and location. The Buyer will follow through to expedite payment of the invoice.

Purchase of Material Inventory – The University will purchase raw materials to be fabricated by the minority/female vendor for installation. The University will buy raw materials on occasion at substantially better prices than minority/female vendors and, under these circumstances, we will utilize our purchasing power to gain a better price on the raw material sold to the minority/female vendor.

Guarantee Minority Purchases – The University will guarantee payment of minority/female purchases. This will enable the minority/female vendor to gain credit to

fulfill our contract expectations without incurring interest of carrying charges.

Prepay Approved Orders – The University will prepay approved orders, if prepayment will assist in maintaining the minority/female vendor's cash liquidity.





# WESTERN MICHIGAN UNIVERSITY

## Diversity Contractual Requirements

1. The following clause is inserted in the University's General Conditions for vendor contracts and purchase orders that involve services, including construction:

**Minority/Female Project Participation: Western Michigan University is firmly committed to the principle of nondiscrimination and Affirmative Action. University Purchasing policy is to actively pursue and promote opportunities for minority/female Vendors and Contractors to furnish the University with goods and services. Therefore, minority and female General Contractors/Subcontractors are encouraged to be part of this project and should be sought out and included in this bid proposal.**

2. The following clause is part of our "Fair Contracting" policy that is included in all construction projects:

**Non-Discrimination and Promotion of Diversity in Workforce: Illegal discrimination is prohibited in University construction projects. Contractors and subcontractors on University projects are encouraged to promote diversity in their workforces.**

3. Please see attached "Affirmative Action" form that is a required sign off for all firms that receive vendor contracts or purchase orders for more than \$50,000.



# WESTERN MICHIGAN UNIVERSITY

**AFFIRMATIVE ACTION PROGRAM**  
**Purchasing Department**  
**Kalamazoo, Michigan 49008-5342**

TO: Western Michigan University

SUBJECT: Equal Employment Opportunity

To Whom It May Concern:

It is the policy of Western Michigan University as an "equal opportunity employer" to abide by the following:

**NON-DISCRIMINATION CLAUSE:** In the performance of any contract or purchase order resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, sex, ancestry, age, marital status, handicap, or veteran status. The bidder further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, and binding upon each subcontractor. The equal employment opportunity clauses in Section 202 of Executive Order 11246, as amended, Title VII of the act of 1976, Public Act 453 of 1978 as amended, Public Act 220 of the acts of 1976 as amended, 38 USC 2012 formerly Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973, as amended, relative to equal employment opportunity and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference. And any breach thereof may be regarded as material breach of the contract or purchase order.

This letter is to inform you of the University's purchasing procedures as they relate to the Equal Employment Opportunity requirements as implemented by our Affirmative Action Compliance Program.

For procurements of \$50,000 or more, you will be required to:

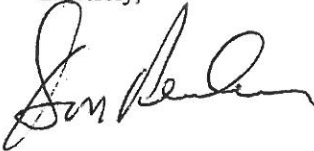
1. Accept the terms of the Equal Employment Opportunity clause, which is incorporated in our purchase order by reference. The complete clause is attached hereto.
2. Certify that you do not and will not maintain any facilities of a segregated nature contrary to the regulations. The complete form of the certification is also attached.

For procurements of \$100,000 or more, you will be required to:

1. Certify that you do have or will develop a written Affirmative Action Compliance Program for each of your facilities and that you have filed the Employer Information Report EEO-1 (standard Form 100) as required by the regulations.

If you are able to so certify, please sign, detach this page, and return it to the Purchasing Department, Western Michigan University.

Sincerely,



Don Penskar  
Director of Logistical Services

TO: Western Michigan University  
Purchasing Department  
1903 W. Michigan Ave.  
Kalamazoo, Michigan 49008-5342

I/We accept the above requirements.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPE NAME  
\_\_\_\_\_

### **Certification of Nonsegregated Facilities**

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, age, or handicap, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause) he will retain such certification in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

### **"NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES.**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually). (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001)."

TITLE

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

Equal Opportunity Clause

Unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with Western Michigan University, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or handicap.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this subcontract or with any of such rules, regulations, or orders, this subcontract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



## WMU Facility Life Cycle Design Guidelines

Revised- 4/26/11

Approved- President's Universitywide Sustainability Committee 8/18/11

Approved- VP Van Der Kley 8/24/11

### A. Design Goals

1. Minimize building life cycle costs, direct and indirect, relating to energy use, maintenance, waste disposal and occupant health & productivity.
2. Minimize environmental impacts throughout the building life cycle, including product manufacturing, construction, use/occupancy, and demolition or renovation/reuse.
3. Optimize indoor environmental quality.

### B. Design Process

1. The US Green Building Council LEED Rating System NC- 2009 is to be used as a performance standard and guideline on all new building and renovation projects. The highest number of credits should be achieved that are feasible, within project scope, program and budget. Official LEED Certification at a minimum of Silver level is to be obtained on all major projects.
2. Evaluate life cycle costs of design alternatives to reduce costs of major building systems. Use energy simulation/modeling software on major projects. Life cycle cost saving strategies used should have maximum payback period of 5-10 years.
3. The Project Design Team is to determine design strategies appropriate for project program, site and budget. The LEED Checklist is to be submitted with project reviews to document sustainable strategies implemented. Final checklist will be published on the WMU Office of Sustainability website.
4. Architectural/Engineering consultants are to include the above services in the Professional Services Agreement.

### C. Design Guidelines

#### Site Work

1. Erosion & Sedimentation Control: Employ techniques such as silt fencing, sediment traps/filters, topsoil stockpiling and slope stabilization to minimize erosion of soil during construction. At a minimum, comply with Michigan NPDES Construction Storm Water Program: Rule 2190 of Part 31 of Act 451 and EPA Construction General Permit 2008.
2. Site Selection: As indicated in the WMU Master Plan, avoid development of buildings and parking in flood plain and wetland areas.
3. Development Density & Community: Encourage moderate density development to preserve open space and enhance pedestrian & bicycle use of campus. Locate new facilities in proximity to other related services.
4. Alternative Transportation: Provide site facilities to encourage pedestrian, bicycle and bus transport, where feasible. Promote carpooling and use of fuel efficient and alternative fuel vehicles.

5. **Minimize Site Disturbance:** Consider the impact of project on the surrounding ecosystem. Investigate methods to minimize impacts on natural habitats and watersheds.
6. **Habitat and Open Space:** Create or preserve vegetative open space within the project site, as feasible. Where feasible, use vegetation that is native to the bioregion to support ecological systems.
7. **Stormwater Management:** Limit off site storm water runoff and employ methods to increase on-site infiltration. Project design is to maintain no net increase in discharge to storm system for projects of an acre or larger. See WMU Campus Stormwater Policy 2008.
8. **Heat Island Effect:** Use light colored site surfaces, or provide shading on site where feasible, to minimize solar heat absorption.
9. **Light Pollution Reduction:** Minimize site lighting levels & off-site light spillover/ glare, while providing for adequate levels for security and wayfinding.

#### Water Conservation

1. **Water Use Reduction:** Use strategies to reduce water consumption, including low flow plumbing fixtures and mechanical equipment. Consider methods for water reuse & recycling.
2. **Water Efficient Landscaping:** Use drought resistant plant materials and low flow irrigation techniques, where feasible. Consider use of native plant species.

#### Energy Use

1. **Building Systems Commissioning:** Key mechanical & electrical systems are to go thru a Commissioning process, which includes the following:
  - Inspection & testing for functional performance in accordance with project objectives & University guidelines.
  - Testing to verify no cross connections between storm and sanitary sewers.
  - Documentation of criteria, inspections/testing & acceptance
  - Training of WMU operations & maintenance staffAll projects shall implement a Commissioning plan, with the scope to be determined by the project team.
2. **Integrate Buildings with the Site:** Consider local climate & site influences on building energy use. Use "free" energy sources where feasible, such as solar energy, daylight, exterior temperature variations and winds.
2. **Optimize Energy Performance:** Select building envelope, mechanical and electrical systems for improved energy efficiency. All projects are to comply with the International Energy Code as a minimum. Typical strategies & technologies:
  - Building Envelope
    - Control & utilization of solar heat gain
    - Daylighting of interior spaces

High performance windows/glazing  
Optimized insulation values  
Reduced air infiltration

•Mechanical Systems

High efficiency equipment  
Direct Digital Control System (DDC) for HVAC  
Occupancy sensors/CO2 monitoring  
Heat recovery systems  
Economizer cycle cooling  
Zoning of HVAC system based on building orientations & loads  
Variable speed drives on motors and fans  
Time of day scheduling  
Separate controls for individual spaces, where feasible

•Electrical Systems

High efficiency lighting fixtures (no incandescent)  
Occupancy sensors  
Daylight sensors  
Separate ambient and task lighting  
Lighting dimmers

3. CFC/HCFC/Halon Reduction: Avoid use of these products in HVAC refrigerants and fire suppression systems. No use of CFC's in new facilities. Develop a phase out & conversion plan for existing facilities.
4. Renewable Energy: Consider strategies to utilize renewable energy sources, including grant funding opportunities.
5. Measurement & Verification: Develop a plan for measurement & verification of energy saving design goal implementation, in conjunction with the Commissioning Plan.

Building Materials

1. Recycling Facilities: Plan for convenient areas in buildings for sorting & storage of recyclable items by the building occupants. See WMU Recycling Coordinator for type of items to be recycled & number of bins needed.
2. Building Reuse: Where appropriate, consider reuse of existing building elements such as structural system, building envelope, interior walls and finishes.
3. Construction Waste Management: Contractors are to develop a plan for sorting, storing & recycling of waste materials on projects. "Waste Spec" is to be used as a specification for this work. All projects shall implement a Construction Waste Management Plan, with the scope to be determined by the project team. A minimum of 50% of construction waste is to be salvaged, recycled or otherwise diverted from landfill or incineration. Submit final recycling data to WMU Office of Sustainability.
4. Recycled Content Materials: Use materials with post-consumer or post-industrial recycled content where feasible. Common products with recycled content include structural steel,

aluminum windows, gypsum board, acoustical ceiling tiles, rubber floor tiles, carpeting and toilet partitions.

5. **Durable & Flexible Materials:** Utilize components and systems which are durable and easy to maintain. Where feasible, use materials which provide flexibility for future changes and modifications to occur.
6. **Local Materials:** Use products produced regionally where possible. See WMU General Requirements for use of Michigan products.
7. **Renewable Materials:** Consider use of products that are comprised of raw materials that are in abundant supply or come from renewable sources. When feasible, obtain wood products from Forest Stewardship Council certified suppliers.
8. **Materials containing PCB's, lead and asbestos are prohibited.** Mercury containing products are prohibited, unless no alternatives are available. Use of Mercury containing products requires full disclosure in product submittals.

#### Indoor Environmental Quality

1. **Minimum Indoor Air Quality Performance:** Comply with ASHRAE 62.1-2007 and State Mechanical Code.
2. **Tobacco Smoke Control:** Prohibit smoking within 25 feet of buildings, including during construction.
3. **Ventilation Requirements:** Optimize the amount of fresh air provided to building spaces. Connect occupancy sensors & carbon dioxide monitors to HVAC systems, where feasible.
4. **Construction Air Quality Management:** Protect ductwork and equipment from contamination during construction. At a minimum:
  - During construction, comply with SMACNA IAQ Guideline for Occupied Buildings Under Construction, 2007, Chapter 3.
  - Protect stored on-site or installed absorptive materials from moisture damage
  - If air handlers are used during construction, filtration media with a MERV value of 8 are to be used at each return grille, per ASHRAE 52.2-1999.
  - Replace all filtration media immediately prior to occupancy.
  - Conduct a 2 week building flush-out with new filtration media with 100% outside air after construction ends & prior to occupancy. After flush out, replace filtration media.or
  - Conduct a baseline indoor air quality testing procedure to demonstrate that concentration of air contaminants are below specified levels. Meet the testing requirements listed in LEED IEQ Credit 3.
5. **Low Emitting Materials:** Utilize materials which have low levels of volatile organic compound off-gassing for interior construction:
  - Adhesives & sealants: VOC content less than limits of South Coast Air Quality Management District Rule No. 1168 and Green Seal Standard 36.
  - Paints & coatings: VOC emissions that do not exceed Green Seal's Standard

GS-11 & GC-03 and South Coast Air Quality Management District Rule No. 1113.

- Carpet: Comply with CRI Green Label Plus Testing program
- Carpet cushion: Comply with CRI Green Label Testing program
- Composite panels: No added urea formaldehyde resins.

6. Indoor Chemical Source Control: Consider methods to control & reduce dirt and moisture accumulation in flooring at entryways. Provide local exhaust ventilation at spaces in which hazardous chemicals will be present.
7. Design for Human Health & Occupant Controls: Consider environmental needs of people in terms of daylight, ventilation, exterior views and thermal/acoustic/visual comfort for interior spaces. Where feasible, provide controls for occupants to adjust these conditions. A direct line of sight to exterior vision glazing from 90% of all regularly occupied spaces is a long term goal.

#### D. References

##### General

US Green Building Council- LEED Green Building Rating System- NC 2009, [www.usgbc.org](http://www.usgbc.org).

##### Site Work

- EPA Construction General Permit 2008
- Michigan NPDES Construction Storm Water Program: Rule 2190 of Part 31 of Act 451
- ANSI/ASHRAE/IESNA Standard 90.1-2007, Section 9

##### Water Conservation

- The Energy Policy Act (EPAAct) 1992, 2005
- Michigan Plumbing Code 2009

##### Energy Use

- ANSI/ASHRAE/IESNA Standard 90.1-2007 Energy Standard for Buildings except Low Rise Residential Buildings
- US DOE/EPA Energy Star Guidelines
- EPA Clean Air Act, Title VI, Section 608- Compliance with the Refrigerant Recycling Rule
- International Performance Measurement & Verification Protocol, Volume III EVO30000.1-2006

##### Building Materials

- EPA Comprehensive Guide for Procurement of Products Containing Recovered



Materials; Recovered Materials Advisory Notice III; Final rule (1/19/00) 40 CFR Part 247

- Triangle J Council of Governments, "Waste Spec"- Model Specification for Construction Waste Reduction.
- Forest Stewardship Council Principles and Criteria

Indoor Environmental Quality

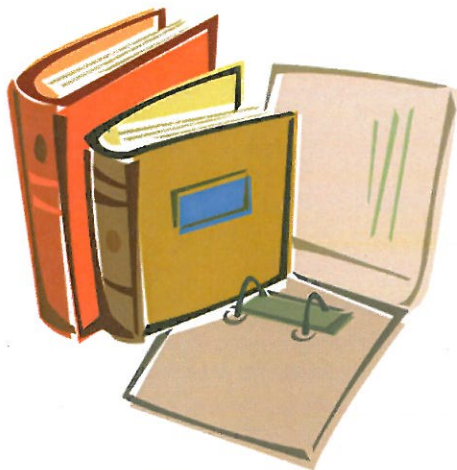
- ASHRAE 62.1- 2007: Ventilation for Acceptable Indoor Air Quality
- Sheet Metal & Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings Under Construction, Chapter 3, November 2007
- EPA Compendium of Methods for Determination of Air Pollutants in Indoor Air
- South Coast Air Quality Management District Rule No. 1168, Amended 1/7/05
- Green Seal Standard 36 (GS-36), 10/19/2000
- Green Seal Paints and Coatings Requirements- Paints (GS-11), GC-03.
- South Coast Air Quality Management District Rule No. 1113
- Carpet and Rug Institute Green Label Indoor Air Quality Test Program
- ASHRAE Standard 55- 2004

END



# WESTERN MICHIGAN UNIVERSITY

## **PURCHASING POLICIES AND PROCEDURES MANUAL**



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## **Bid Policy**

- A. Up to \$5,000.00 – Individual and/or Departments may purchase through use of the University Procurement card. See Procurement Card policy manual for detail.
- B. Up to \$50,000.00 – Written bids will be obtained. Verbal or telephone bids will be accepted in an emergency, upon approval from the Associate Vice President for Business and Finance. Sole source situations must be verified by a buyer or a letter of justification must be submitted by the requester and approved.
- C. \$50,000.00 and over – Sealed bids will be issued along with Affirmative Action Compliance and “Buy American” forms. Exceptions to this rule may be made only with the written approval of the Vice President for Business and Finance, or designee.
- D. Confirming P.O. – When emergencies require, buyers may issue P.O.’s at the request of a department. The requesting department must furnish name of requesting individual, item to be ordered, estimated cost, and name of department. The requisition should then be forwarded to the Purchasing Department. The requisitioner should write the Purchase Order number on the requisition and write confirming order to prevent duplication of the order.
- F. Emergency Phone Order – When taking phone or fax bids from Vendors, the buyer should list the vendor’s name, date, name of person representing vendor, price of commodity, delivery date, and shipping terms. This information should be attached to Purchasing’s copy of the P.O. as supporting documentation.
- G. Explanation – A note of explanation is required on the front of a requisition if no quotation or bid is obtained on all P.O.’s of \$5,000.00 or more. A number from (basis of award form) or written explanation should be provided.
- H. Special Approvals – Facilities Management must approve installation of new equipment, construction or remodeling projects.
- I. Prevailing Wage Rates – Prevailing wage rates provided by the State of Michigan must be a part of all orders for new construction or remodeling where State of Michigan funds are involved unless the law or University agreement allow otherwise. The Vice President for Business and Finance must be consulted with and give approval for any exceptions to this policy.
- J. Finally, it is assumed that the affirmative (Minority/Women) purchasing program will serve to modify the above policies as appropriate.
- K. Sole source purchases over \$5,000.00 must be justified to the satisfaction of a Purchasing Buyer/Director of Logistical Services. Sole Source Documentation & Authorization Form must be attached to purchase requisition.

## **Bid Evaluation**

- A. In most circumstances, the University will award bids to the lowest qualified bidder, provided the bid has been submitted in accordance with the requirements of the bid request, meets all specifications, meets delivery requirements, and does not exceed the funds available. However, other circumstances may warrant award to another bidder based on factors deemed by the University to be in its best interests, such as the bidder's past performance, experience, proximity to the project, and/or other factors.
- B. If bid amount is 10% greater than requisition estimate, call department for authorization to proceed, if less than 10% issue P.O.
- C. Whenever possible at least (3) three sources of supply should be bid in a competitive bid situation.
- D. Regular quotations (orders estimated at less than \$50,000.00), buyer should designate the date the "Request for Quote" form is due back to the Purchasing Department. All quotations will be time and date stamped upon receipt. No quotation should be honored after the arrival of the next working day's mail delivery without approval of the Director of Logistical Services. Facsimile copies may be accepted on regular quotations.
- E. Sealed Bids (orders estimated at more than \$50,000.00), buyer should designate the date, time and location each sealed bid will be opened. All Sealed Bids will be time and date stamped upon receipt. Facsimile copies **will not** be accepted in a sealed bid situation. Bid openings will not start earlier than the time specified. Sealed bids will be opened at the time and place specified in the bid request. Bid openings may be attended by the public. Bids will be read aloud and prices recorded. Sealed bids arriving after the opening deadline **will not be opened and will not be accepted**.
- F. All opened bids, late bids, date stamped envelopes and price comparison sheets, will be stapled together and filed numerically by bid number.

## **Budget Approval of Requisitions**

All purchase requisitions must be signed by an authorized individual, who can commit funds from the appropriate fund and cost center.

### **Exceptions**

- A. All fund 25, 26, 27, 28, 29 and 30 accounts must be approved by the Grants and Contracts Office if over \$25,000.00.
- B. The fund (43) Maintenance Stores and fund (44) WMU Bookstore accounts do not require approval. Plant Accounting must approve funds (63, 64, and 66).
- C. The monitoring of object codes by the Purchasing Department is anticipated.



## Vendor Contracts

- A. Vendor Contracts are used when circumstances make them advantageous to the requesting department and the Purchasing Department. These circumstances normally are numerous purchases of the same item or a combination of items on a repetitive basis during an annual period. Contracts are normally issued for a (1) one year period, with two (1) year renewal options. No Contract is to run for more than three years in succession without re-bidding. The exception is approval from The Vice President for Business and Finance, or designee.
- B. Vendor Contract Transactions – Vendor Contract payments/transactions may be handled with a payable voucher, purchase order or procurement card. Please call the Purchasing Department if you should have any questions.

## Bonding Requirements

- A. **Bid Bonds** – Bid Bonds are required on all construction or maintenance project bids that are estimated to be \$100,000 or larger. Exceptions to this policy must be approved by the Vice President for Business and Finance or designee. Bid Bonds are normally required in the amount of 5% of the vendor's bid.
- B. **Performance and Labor/Material Bonds - P & L/M Bonds** are required on all construction or maintenance project bids estimated to be \$100,000 or larger. Exceptions to this policy must be approved by the Vice President for Business and Finance or designee. The amount of these bids is normally required to be 100% of the vendor's total bid.
- C. See **Boiler Plate** for more detail on Bonding. There may be additional requirements on bonding; e.g., construction projects under \$100,000, as dictated by University administrators.
- D. All bonds in effect are to remain in the University Purchasing Department and are the responsibility of the University Purchasing Agent. All bonds are returned to the appropriate vendor after **APPROVED COMPLETION** of project. All bonds must be from bonding companies licensed to do business in the State of Michigan.

## Freight Claims/Damaged Goods

### **Damaged Goods Received On (Shipping Point Prepay & Add)**

- A. The University Manager Freight/Postal/Delivery Unit or designee will immediately contact the Carrier and request an inspection be made. Claims must be filed within 15 days of receipt of order.
- B. Manager Freight/Postal/Delivery contacts University Purchasing Department that a claim has been initiated for P.O. #\_\_\_\_\_.
- C. The Purchasing Department will notify Accounts Payable Department to "HOLD" payment of invoice against P.O. until claim is resolved. Request copy of original invoice from Accounts Payable as it will be required when filing the written claim with Freight Co.
- D. Most Freight Companies require a "Loss & Claim" form (their own) to be filed at time of claim. If you do not have a proper form, make a claim without it and if required, the Freight Company will forward one for completion.
- E. After receipt of Inspection Report, Freight Bill, Invoice and Purchase Order, a letter is sent to the Freight Company making claim and including all of the above. Indicate total amount of claim including charges for replacement freight if it is necessary to order replacements. **THE CLAIM NUMBER WE USE IN THE LETTER IS ALWAYS THE ORIGINAL P.O. #.** Send letter to vendor and explain a claim has been filed with the Freight Company. It may also be determined at this time to have a replacement order requested by Purchasing. Along with this letter, send copies of other relevant information sent to the Freight Company.
- F. Be sure to keep copies of all documents sent to the Freight Company, as follow-up may be required due to their untimely action.
- G. If/when, claim check is received deposit at Cashiering Office. Deposit in account that appears on P.O. Cashiering will furnish receipt that should be filed with P.O.
- H. If the Freight Company denies responsibility for damage or pays only a partial claim, then another letter is sent to the Vendor asking for their assistance in settling claim. Send copy of correspondence received from the Freight Company indicating partial settlement or that they have refused payment against claim so Vendor knows exactly what the Freight Company has done.

### **Damaged Goods Received On (F.O.B. Delivered)**

- A. Freight/Postal/Delivery Manager notifies the Purchasing Department Buyer that damaged goods were received on P.O. #\_\_\_\_\_.
- B. The Purchasing Department will notify Accounts Payable Department to hold payment of invoice on appropriate P.O.
- C. Notify Vendor of receipt of damaged goods. It is the Vendor's responsibility then to file freight claim.

- D. Keep records available for follow-up if correction is not handled in a timely manner.
- E. Notify Accounts Payable when invoice is cleared for payment. In the event that neither the Freight Company nor the vendor will claim responsibility for the damaged goods contact the Director of Logistical Services for further directive.

### **Shipments Received with Visible Damage**

During the delivery, cartons that appear damaged should be inspected immediately. Damages or suspected damages must be clearly noted on all copies of the delivery receipt, to validate the damage, the carrier's copy of the delivery receipt must include specific notation of damage, receiver's full signature and carrier driver's full signature.

### **Shipments Received with Concealed Damage**

Receiving is to call carrier immediately when damage is found and request an inspection. Receiving will also notify correct Purchasing Buyer of damage and Buyer will notify Vendor of concealed damage. In accordance with the industry rule, a concealed damage must be reported to the delivering carrier within 15 calendar days. The carrier must inspect the product within 5 working days after notification. The product is to be inspected before it is moved to a different location. When the damage becomes evident, **HOLD THE MERCHANDISE AND ALL PACKING MATERIAL AT THE DELIVERY SITE FOR THE CARRIER'S INSPECTION.** If the damaged product is moved or the packing material discarded, the carrier will most generally deny the claim. The carrier's representative will inspect the damaged merchandise and prepare an inspection report for our approval and signature. Carefully read the report before signing. Do not sign the report if you believe it to be incorrect. Carriers frequently deny or reimburse only a portion of the claim; they are entitled to salvage the damaged product. If the product is not available, the claim settlement will be denied.

### **Negotiated Vendor Contracts**

Contracts may be negotiated with selected Manufactures or Organizations when it is in the best interest of the University. Examples would be furniture contracts where the University wishes to specify a particular Manufacturer's product for various reasons, such as additions to an existing installation or to meet various University architectural requirements.

- A. The vendor and the Purchasing Department meet to discuss products, terms, and conditions that will be included in the proposed contract. After terms have been determined, and a negotiated price agreed to, governing all commodities included within the contract, final contract language may be established.
- B. The Director of Logistical Services or designee, with direction from the Vice President for Business and Finance may sign contracts.

- C. Length of contracts may be for a specific period or may be open ended with contract language specifying how price changes will be approved.

### **Conflict of Interest**

- A. It is a conflict of interest to purchase a commodity or service from a University Employee or his/her immediate family, or from a company of which the employee or an immediate member of his family owns more than a 1% of the stock, without written approval from the Vice President of Business and Finance or designee. **Immediate Family** is defined as spouse, and the employee's or spouse's children, parents, grandparents, and grandchildren. The Purchasing Department is expected to investigate any instances of possible conflicts of interest, if they feel a possible violation exists.
- B. **PERSONAL PURCHASES** – The University will not purchase any supplies or equipment for the personal use of University staff nor will arrangements be made by the Purchasing Department. to create any buyer-seller arrangements between staff members and University suppliers. The exception to this policy would be where the University staff has been specifically included in a contract with a vendor, such as computer purchases.

### **Ethics**

The Purchasing Department and those individuals designated to the Purchasing function are charged with the responsibility of conducting the purchasing function in a manner which results in the greatest benefit for the University, and which will be accomplished in accordance with ethical practices of the purchasing profession. The National Association of Educational Procurement, (NAEP) the professional organization of education purchasing agents, has a code of ethics which governs the relationships the Purchasing Department should have with individuals and departments within the institution and suppliers and friends of the institution. The Purchasing Department of Western Michigan University subscribes to this code.

#### **NAEP Code of Ethics**

- A. To give first consideration to the objectives and policies of my institution.
- B. To strive to obtain the maximum ultimate value of each dollar of expenditure.
- C. To cooperate with trade and industrial associations, governmental and private agencies engaged in the promotion and development of sound business methods.
- D. To demand honesty in sales representation whether offered through the medium of an oral or written statement, an advertisement, or a sample of the product.
- E. To decline personal gifts or gratuities which might in any way influence the purchase of materials.

- F. To grant all competitive bidders equal consideration, to regard each transaction on its own merits, to foster and promote fair ethical and legal trade practices.
- G. To be willing to submit to arbitration over any major controversies.
- H. To accord a prompt and courteous reception insofar as conditions permit to all who call on legitimate business missions.
- I. To counsel and cooperate with NAEP members and to promote a spirit of unity among them.

### **Ethics Guidelines**

Some of the things that should be declined, if offered, include:

- A. Any rebates, gift cards, products, services, etc., that are gained as a direct result of a University purchase shall remain the property of the University.
- B. Gifts that have more than trivial value.
- C. Lavish entertainment
- D. The repetitious receipt of lunch or dinner on a frequent or recurring basis.
- E. Loans of money or facilities.
- F. Preferred investment opportunities.

### **Leasing**

Leasing agreements **may not** be entered into unless they have been reviewed and approved via signature by the Associate Vice President for Business.

### **Vendor Selection, Evaluation and Certification**

- A. **Selection** – Potential vendors are selected for their ability to serve the needs of the University in an economical and efficient manner and on a continuing basis. Past performance of vendors and cooperation with Western Michigan University are important factors in vendor selection. Whenever the vendor base is not sufficient to fulfill the University’s needs, additional research and solicitation must be conducted by the Purchasing Department to increase vendor participation.
- B. **Evaluation** – Vendor performance must be monitored and documented when necessary, by the assigned buyer, to assure that quality products are received in a timely manner at the quoted prices.
- C. **Certification** – Certification is required for Minority and Women Owned Businesses wishing to do business with the University under the minority procurement policy. It is preferred that these vendors be certified by the State of Michigan. If state certification has not occurred and would not be likely in a timely manner, it is the buyer of record responsibility to evaluate and determine if the vendor would qualify for minority status.



## **Freedom of Information**

- A. Being a State supported institution requires Western Michigan University to make available documentation and information relative to various purchasing records and bidding documents. It is appropriate for “Buyers” to release pricing information to interested vendors, when requests are made regarding a specific bid or purchase order. However, no information is to be released concerning a bid in process.
- B. Any release of an official University document or in-depth evaluation of a bid process, for a specific order, can only be released by the University’s Freedom of Information Officer.
- C. Standard “Proprietary Statement” – Because of the “Freedom of Information Act,” of the State of Michigan, Western Michigan University is legally bound to share its contract documents with the public, after the bidding process has been completed and a purchase agreement has been formalized. All bid response information marked “PROPRIETARY” will be treated confidential by the University, to the best of their ability, for Freedom of Information purposes.

## **State Sales Tax**

Generally, University purchases are not subject to State of Michigan sales tax or Federal tax. Exceptions to this policy are listed below.

Sales tax must be paid on building materials purchased by contractors doing work for the University. This information should be included in the specifications for all work of this nature issued by the Purchasing Department.

## **Insurance Requirements**

All companies and/or individuals performing work or services on University property must carry insurance coverage satisfactory to the University. The proof of insurance certificates will be filed and monitored as being current by the Purchasing Department.

## **Prepayment of Orders**

Check with order is accomplished by sending the vendor copy of the Purchase Order to the University Accounts Payable Department accompanied by a voucher for the correct amount of the Purchase Order. The Accounts Payable Department will then send a check with the order to the Vendor.

## **Expediting**

It is the responsibility of the product buyer of record to expedite said product or service designated on the Purchase Order.

## **Time and Material Contracts**

Vendor Contracts issued for labor and material needs of various projects, as needed by Physical Plant and Facilities Development.

- A. All T & M contracts will be processed through the normal bid procedure with specifications agreed to by Facilities Management and Purchasing.
- B. T & M contracts will be issued for a One (1) year period, with two (2), One (1) year renewal options. (Same procedure as Vendor Contracts). No T & M contracts will be issued to the same vendor for more than three consecutive years, without re-bidding.
- C. All projects released to a T & M Contractor will be made by a purchase order against the original Vendor Contract. The Purchasing Department will do this from a Purchase requisition submitted by the requesting department (Facilities Management).
- D. T & M contracts will be used only with the authority of Facilities Management. Any exceptions would have to be approved by the Vice President for Business and Finance.
- E. Purchasing requisition submitted by requesting department will include:
  - a. appropriate fund/cost center/object code
  - b. project name and number
  - c. project coordinator name and phone number
  - d. address and person the invoices should be directed to at W.M.U.
  - e. a message to the contractor stating that invoices must include Purchase Order #/Contract #, and Project #.
- F. All T & M contracts are to be limited to projects where costs are estimated to be less than \$25,000, or approvals are obtained as listed below.
- G. All T & M projects estimated to be more than 50% material costs are to be evaluated with the Purchasing Department, to determine appropriate acquisition of materials.
- H. All T & M projects estimated to be over \$25,000.00 must be approved by the Vice President for Business and Finance or designee.

## **Debarment and Suspension Policy**

- A. All vendors utilized on Grants and Contracts (funds 25-30) purchase orders and vendor contracts will be checked to see that they are not debarred or suspended from participating on US Government funded projects or grants. This verification will be accomplished via the "Excluded Parties List System" web site maintained by the US Government. All findings will be documented with the purchase order/vendor contract documents.