



**FERRIS STATE  
UNIVERSITY**  
RFP# 10-019

**ISSUE DATE:** October 26, 2009

**PRE-BID MEETING** October 29, 2009 at 3:00 pm (**Mandatory**)

**DUE DATE:** November 11, 2009 BY 3:00 PM

**PUBLIC OPENING:** Not Public

**FAX/E-MAIL BIDS ACCEPTED?** No

**COMMODITY/DESCRIPTION:** Security Services

**BID TERM OR LENGTH:** One Year with Option to Renew (Four additional One year Increments)

**BONDS REQUIRED:** No Bonds

**BUYER:** Julie Jerome, 231-591-3902, juliejerome@ferris.edu

**\*\*VENDOR MUST CONTACT THE PURCHASING OFFICE TO VERIFY RECEIPT OF THIS BID.**

All Bids for Ferris State University should be submitted ON THIS FORM with PAGE 2 signed and submitted to:

Purchasing Office  
Bid # 10-019  
420 Oak Street, Rm 250  
Big Rapids, MI 49307

Phone: 231-591-2105 Fax: 231-591-3902  
purch@ferris.edu

We reserve the right to reject any bids not submitted to the proper location or on the proper forms.

**TIME TABLE**

**PROPOSALS DUE:** November 11, 2009 BY 3:00 PM

**FINAL SELECTION:** November, 2009

**SERVICE START DATE:** December, 2009

**DEADLINE FOR ADDITIONAL INFORMATION:** November 3, 2009

The undersigned certifies that to the best of his/her knowledge: (check all that apply)

- ( ) There is no officer or employee of Ferris State University who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal/bid.
- ( ) The names of any and all public officers or employees of Ferris State University who have, or whose relative has, a substantial interest in any contract award subsequent to this proposal/bid are identified by name as part of this submittal.
- ( ) Michigan's Business Corporation's Act, MCL 450.2011, specifically provides that "[a] foreign corporation shall not transact business in this state until it has procured a certificate of authority to transact in business from the administrator [with the Michigan Department of Labor and Economic Growth]". A foreign corporation is defined in the Act at MCL 450.1107(1) as "a corporation for profit formed under laws other than the laws of this state . . . .". My Michigan Business Authorization number is:  
\_\_\_\_\_
- ( ) The company listed below is a registered Minority or Woman owned business. I have included a copy of my company registration for documentation.

The undersigned further certifies that their firm (check one) IS or IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

After carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work.

Company Name \_\_\_\_\_ EIN/TIN# \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Web Address: \_\_\_\_\_

Name of Title \_\_\_\_\_

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

Does your company accept Visa? \_\_\_\_\_ Do You have on-line ordering capability? \_\_\_\_\_

Payment Terms \_\_\_\_\_ if differ from net 30 days.

Quotation Firm for \_\_\_\_\_ days from quotation. Expiration date \_\_\_\_\_

**ADDENDA**

The Bidder hereby acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

## INTRODUCTION

- 1.1. General Description of Work: Kendall College of Art and Design is soliciting proposals from qualified companies (hereinafter referred to as "Offeror", "Seller" or "Contractor") to enter into a services contract to furnish a uniformed security force as required on Attachment A. The security force shall provide for the safety of the staff, students and visitors to College campus, as well as security protection of buildings, grounds and personal property. The security force assigned to the college shall also have the ability and skills acquired through training to act as the first emergency respondents with basic emergency management skills, such as CPR, Heimlich maneuver and other related skills.
- 1.2. Back-Ground: Kendall College of Art and Design was incorporated in 1928 by a provision in the will of Helen M. Kendall, the second wife of nationally known Grand Rapids furniture designer David Wolcott Kendall. Mrs. Kendall established the David Wolcott Kendall School of Art as a memorial to her husband to reflect their strong belief in the fundamental principles of art, and to offer encouragement to aspiring artists to the David Kendall had done throughout his life.

The David Wolcott Kendall School of Art was housed in the old Kendall homestead at 147 Fountain Street, in the area of Grand Rapids now known as Heritage Hill. The school offered a two-year program in the fundamentals of art, and by the mid-1930's, was making a name nationwide as a center for the legacy of the craftsmen who built the Grand Rapids furniture industry.

In 1961, having outgrown the Fountain Street location, the school purchased a home and land at 1110 College Avenue NE. Through the 60s and 70s Kendall expanded its programs and campus, adding two new buildings at the College Avenue location. A foundation program for all students was established, and in 1977, an academic program led to the first Bachelor of Fine Arts degree. In 1981, Kendall College of Design was certified as a baccalaureate degree-granting institution and was accredited by the North Central Association of Colleges and Universities.

Growing enrollment over the next few years led to the purchase of the downtown Manufacturers Building in 1981. In 1987, the name of the school was changed to Kendall College of Art and Design to reflect the school's status of granting four-year degrees and the equal importance of both art and design in Kendall's curriculum.

In the mid-1990's, the idea of merging Kendall and Ferris State University was attractive to both institutions offering a partnership of art, design, and technology that optimizes both school's strengths. A complete merger was achieved in the 2000-2001 academic year.

In 1998, Kendall purchased the Interstate Building, and connected it to Kendall with a striking three-story atrium.

Today, Kendall continues to focus on growing its academic programs and expanding its facilities. In the coming years, Kendall intends to add more programs to both its undergraduate and graduate degree offerings in art and design.

## 2. STATEMENT OF WORK/ SCOPE OF REQUESTED SERVICES

- 2.1. The security force shall provide for the safety of the staff, students and visitors to College campus, as well as security protection of buildings, grounds and personal property.
- 2.2. The security force provided shall have the training and ability to act as the first respondents to emergency situation on campuses, such as but not limited to, fire alarms, choking victims, slips and falls, non-responsive person, bomb threat and other similar type situations. .

- 2.3. The security force selected shall have the ability to monitor college owned security systems.
- 2.4. Kendall College of Art and Design will require the ability to interview all security force personnel purposed to be assigned to campus.

### 3. CONTRACT TERM

- 3.1. Unless sooner canceled or terminated, a Contract resulting from this Request for Proposals shall remain in full force and effect for one (1) year, which is the initial term of the contract. The contract shall thereafter be renewable annually, subject to the approval and mutual written agreement of the parties. The total term of operation shall not exceed five (5) years.

### 4. FORM AND SUBMISSION OF PROPOSALS

- 4.1. Preparation Proposals shall be prepared simply and economically with an emphasis on completeness and clarity of content. Elaborate binding and/or printing is not necessary. *Offerors are requested to organize proposals using the topical headings and in the sequence shown in the paragraph below titled "Form of Proposal - Proposal Content."*
- 4.2. Marking of Proposal Packages; Number of Copies Requested Proposals must be placed in sealed envelope or box which must be clearly marked with the name and return address of the company and the proposal name, proposal number, and proposal due date and time. *Please provide an original and four (4) copies.*
- 4.3. Proposal Due Date Proposals must be received and time stamped by the Purchasing Office, Kendall College of Art and Design by the time and date stated on the cover sheet of this RFP. Late proposals will not be considered unless it is determined by the College that such action will not unduly delay the procurement of the item and would be in the best interests of the College. The College's decision in the matter of late proposals is final and conclusive. Telephone and facsimile proposals will not be accepted.
- 4.4. Form of Proposal – Requirements for Proposal Content

#### Executive Summary/Cover Letter

Provide a signed cover letter that specifically proposes to provide the services described in this RFP and Statement of Work. The letter must confirm that all elements of the RFP have been reviewed and understood. The letter may explain the reasons why the Respondent is best suited for this project and include other information deemed important. The letter must be signed by an officer of the company with authority to make such a proposal to the College.

#### Required Business Qualifications to be Included

Company Information. Type of organization (e.g., individual/sole proprietorship, partnership, corporation, etc.) Name of parent company, if any.

Principals to contact. List not more than two principals who are authorized to bind the Respondent contractually with respect to this RFP. Provide name, title, location, telephone, fax and e-mail address.

Location of primary (and secondary if applicable) offices that will be providing services under the contract. Number of years each site that will be providing service under this contract has been in operation. The number of principals and trained, licensed, security supervisors, and security force employees in Offeror's workforce at these sites. Offeror's method of recruitment and retention. Turnover rate. Employee benefits and incentives.

Offeror's current workload providing the same or similar type of security services to other entities in the Grand Rapids MI area. Offeror's ability to properly support the College's requirements in addition to Offeror's other clients.

Loss Prevention: A description of Offeror's loss prevention and risk management program.

Payroll Process: A description of Offeror's payroll system with particular emphasis on the methods / procedures used to ensure that hours billed are hours actually worked for the customer.

Technical Proposal: This section should address the requirements of the Statement of Work:

Organizational Structure: Describe the organizational structure (chain of command) that would provide day-to-day security services to the College. Provide names, qualifications and experience of key employees who would be responsible for operational management of these services at the College. Describe the level of effort proposed as necessary to provide these services. Itemize and enumerate positions by title (e.g., senior supervisor, shift supervisor, dispatcher, bike patrol) show a proposed work schedule for a normal week.

Employee Absence: Describe how bidder fills-in for unscheduled employee absence due to illness, family emergency, etc.

Natural Disasters: Describe your ability to provide security services to the College in the event a natural disaster such as a tornado or blizzard causes widespread property destruction, utility outages, Etc. to the Grand Rapids, MI area.

Hiring Process: Describe the background checks and training that will be provided to any security force employee that would be assigned to the College.

Uniform: Describe your company's policy pertaining to uniform allowances or stipends provided to security force employees for acquisition and maintenance of personal uniforms. What equipment do you provide to the security force employee as "standard issue"?

Initiate Service: Describe a typical transition plan to be used for a change of provider for security service.

Quality Assurance: Describe bidder's quality assurance plan program such as periodic inspections of the service area by senior management staff, meetings with customer management and the like.

Relevant not Listed: Provide any additional relevant information about the Company or security force employees not already discussed.

References: Provide a list of clients (company, point of contact, telephone number) in the Grand Rapids, MI area for whom the Offeror has provided similar services within the last three years.

Cost: This section will include Offeror's proposed labor rates for security personnel assigned to the College. Labor rates shall be fully inclusive of direct labor, payroll taxes, burden (overhead), profit, and the like. Provide hourly rates for straight time, overtime, and/or holiday time. If holiday time rates are proposed, provide an explanation of your company's definition of "holiday" time and what periods such rates would be applicable to services provided. If overtime or holiday time rates are not proposed, it will be assumed that they shall not apply and that services will only be billed at straight time.

Provide information about Offeror's price history for similar services over the past five years and forecasts of future price escalation.

For the organizational structure and level of effort described in Offeror's technical proposal, please calculate the estimated total annual cost to the college for day-to-day security services. Explain your work. Do not include cost estimates for occasional, special events.

Exceptions

Describe exceptions or proposed modifications to requirements, terms and conditions of this Request Proposal or the Statement of Work.

Additional services

Please describe any additional services or support that Offeror could provide that are not in the Statement of Work and which the College may wish to consider when evaluating proposals. Examples of such services might be: Security systems consulting or design services, visitor and vehicle control for special events such as graduation or theatrical performances in Richardson Auditorium, courier service, document destruction, etc.

## 5. REVIEW OF PROPOSALS – EVALUATION FACTORS FOR AWARD

- 5.1. This is a Request for Proposal, not a request or invitation for sealed bid. A Request for Proposal differs from a bid in that the College is seeking a solution to the requirement described in this document and its attachments, if any, rather than a bid or quotation on a product meeting firm specifications for the lowest price. As such, the lowest priced proposal will not guarantee an award recommendation. Proposals will be evaluated based on objective criteria formulated by the College on the most important features of a product or desired outcome of a service. Cost is only one, and not necessarily a principal, component in selection of a contractor or vendor. The proposal evaluation criteria should be viewed as standards which the College will use to measure how well a vendor's proposed product, service, method or technique meets the requirements and needs of the College.
- 5.2. The College will thoroughly review all proposals received. One or more Proposers may be requested to provide additional information or clarify ambiguity. At the College's discretion, an award may be made without discussion based on the proposals initially submitted or after discussions with those Proposers which, in the College's judgment, are within a competitive range. If a competitive range is established, it will consist of the proposal or proposals which have a more reasonable chance of being selected for award than other proposals not in the competitive range. Action on proposals not in the competitive range will be deferred pending an award and the College reserves the right to include additional proposals in the competitive range if deemed in its best interest. The College reserves the right to award multiple contracts or to reject any and all proposals and re-solicit or, temporarily or permanently, abandon the procurement as deemed in its best interests. If a contract is awarded, it will be awarded to the responsible and responsive Proposer(s) whose proposal(s) is(are) most advantageous to the College.
- 5.3. When selecting the most advantageous proposal, the College will consider the factors listed below. Submission of a proposal indicates Proposer's acceptance of the College's evaluation factors and Proposer's recognition that the College will make objective judgments about the merits of each proposal compared to these factors.
  - 5.3.1. Estimated annual cost to the College for the security services.
  - 5.3.2. Degree to which the College deems the Offeror can provide adequate service as described in this Request for Proposal and accompanying Statement of Work.
  - 5.3.3. The quality of references from other clients.
  - 5.3.4. Additional services, and costs thereof, that could be provided by Offeror and that the College may wish to consider for inclusion in the service contract.
  - 5.3.5. Exceptions to the requirements of the Statement of work which appear to impose a significant impediment to formation of a contract.

## 6. ADMINISTRATIVE INSTRUCTIONS and INFORMATION FOR OFFERORS

- 6.1. Public Information Act: Documentation, and other material submitted in connection with this request for proposals or any resulting contract may be subject to public disclosure pursuant to The Freedom of Information Act.
- 6.2. Tax Exemption: Kendall College of Art and Design is exempt from all Federal Excise and Transportation Taxes, as well as the State of Michigan's Sales Tax. An exemption certificate will be furnished upon request.
- 6.3. Withdrawal of Proposals: Prior to the time and date designated for receipt of proposals, any proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing and signed by an authorized representative of the Company. A proposal may be withdrawn in person by an Offeror or its authorized representative if, before the time set for receipt of proposals, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal. Withdrawn proposals may be resubmitted up to the date and time for receipt of proposals.
- 6.4. Addendums to RFP Documents: Responses to inquiries, which directly affect an interpretation or change to this

Request for Proposal will be awarded in writing by addendum (amendment) and sent to all parties recorded by the College as having received a copy of the Request for Proposal (except addenda will not be sent to parties who have indicated no desire to participate.) All such addenda awarded prior to the time that responses are to be received shall be considered part of the Request for Proposal. Firms receiving this Request for Proposal other than in a mailing or delivery directly from the College are responsible for notifying the College that they are in receipt of the Request for Proposal and provide a name and address as point of contact in the event an addendum is awarded. Only those inquiries the College replies to in the form of a written addendum shall be binding. Oral and other interpretations or clarification will be without legal effect. All addendums shall be issued at least five days prior to the proposal due date.

- 6.5. **Proposal Preparation Costs:** The College will not be liable for costs incurred by proposers prior to issue of a contract for the work or services described herein; this includes costs incurred in preparation of proposal and responses to this Request for Proposal.

#### INSTRUCTIONS TO PROPOSERS

**A. All proposals should be sent to:**

FSU Purchasing Department  
Attention: Julie Jerome  
420 Oak Street, PRK200  
Big Rapids, MI 49307

**B. All proposals must be in a sealed envelope or box and clearly marked in the lower left-hand corner:**  
“RFP #10-\*019 – Security Services.”

C. All proposals must be received by 3:00 p.m., November 11, 2009. Proposals will not be opened publicly. Respondents shall submit one (1) original and one (3) copies of the Proposal. No faxed, e-mailed or telephone proposals will be accepted.

D. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

E. All proposals must include the required information listed in section 4 of this document and a completed original of page 2.

F. All Vendors submitting a proposal will receive notification as to who was awarded the contract in writing. Vendor being awarded the contract must have a Purchase Order prior to the start of all jobs.

**Definition:** The following terms and phrases shall have the meaning assigned unless the Contract indicates a contrary meaning.

- A. Addendum – Any modification of the specification issued by FERRIS STATE UNIVERSITY (FSU) and distributed to prospective Respondents, or officially posted on FSU’s Purchasing Open Bid Page prior to the opening of bids.
- B. Best and Final Offer (“BAFO”) – a formal request made to selected Respondents for revision to the originally submitted Proposal.
- C. Contract – The Contract awarded as a result of the RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits.

- D. Proposer/Vendor/Respondent/Offerer – are synonymous in this document and shall mean the individual, partnership, corporation or other entity that submits a proposal to this Request for Proposal (RFP)
- E. Contractor – Respondent whose Proposal results in a Contract with FERRIS STATE UNIVERSITY/KENDALL COLLEGE OF ART AND DESIGN

**INSURANCE**

The Contractor shall effect and maintain insurance for protection from claims under Workers' Compensation Acts: claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

The Contractor's proposal shall state the coverage and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance or non-performance of professional services and caused by any errors, omissions or negligent acts for which the Contractor may be legally liable. Certificates of Insurance evidencing the above coverage shall be provided to the Purchasing Office prior to the start of on-site activity. Coverage shall be minimally, but not be limited to, the following amounts:

<b>Workers Compensation</b>	<b>Statutory Limits</b>
<b>Comprehensive General Liability</b>	<b>\$1,000,000 per occurrence/\$2,000,000 aggregate</b>
<b>Auto Liability</b>	<b>1,000,000 per occurrence, combined single limits, bodily injury and property damage</b>

Note: Additional insurance coverage may be required in specific instances.

The Certificates of Insurance shall also provide Ferris State University with: policy effective date, policy expiration date, policy number, company providing insurance, producer, insured, certificate holder (Ferris State University) and insurance that at least 30 days notice to Ferris will be given upon cancellation of insurance.

Exceptions to this policy will not be made unless circumstances exist that warrant alternative consideration. In such cases the company or person unable to obtain proper amounts of insurance may be required to sign and agree to hold Ferris State University harmless for any potential or realized liability.

Questions may be directed to the Ferris State University Purchasing Office

REQUEST FOR PROPOSAL INSTRUCTIONS

1. **PURCHASING POLICY:** Purchasing for FERRIS STATE UNIVERSITY (FSU) shall be handled in a manner providing fair opportunity to all businesses, including woman-owned and minority-owned businesses. This shall be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of FSU. The FSU Purchasing Officer has the vested authority to make the final decision on the award of a contract or purchase order.
2. **PRICES AND NOTATIONS** must be typed or in ink. Prices shall be for new items only, unless specified otherwise in the Quotation Request. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the quotation.
3. **UNIT PRICES** should be stated based on units specified. The bidder may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. Extend and total the bid. In case of discrepancies between unit price and extended price, the unit price will be the basis for award.
4. **DELIVERY TIME** is a part of the consideration for the award and must be stated in definite terms and adhered to. If time varies on different items, the bidder shall so state.
5. **QUOTATIONS:** A quotation must be signed by an authorized officer and/or employee of the company appearing on the Quotation Request. The signature represents a binding commitment upon the company to provide such goods and/or services offered to FSU should it be determined the lowest responsive bidder.
6. **TAXES:** Ferris State University is exempt from Federal excise and State sales taxes, and such taxes shall not be included in the bid price. Federal Excise Tax Exemption Certificate will be furnished with the purchase order, if so requested on the bid.
7. **SAMPLES** of items, when required, must be furnished free of expense and, if not destroyed by tests, will be returned at bidder's expense. Samples must be received on or before bid opening, if so requested on the bid.
8. **DELIVERY TERMS:** Unless otherwise stated, bids shall be quoted "F.O.B. Delivered" with all transportation charges prepaid. "F.O.B. Delivered" means delivered to the dock of FSU receiving department listed on the order and will include all charges for packing, transportation, etc.
9. **CANCELLATION OF CONTRACT** by FSU may be for a) default of the contractor, or b) lack of further need for the service or commodity. Default is defined as the failure of the contractor to fulfill the obligations of the quotation, contract or purchase order. In case of default by the contractor, FSU may immediately cancel the contract or purchase order and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. In the event FSU no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, FSU may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.
10. **NO BID RESPONSES:** Bidders who cannot quote should return the first page of this form stating the reason for not bidding. Failure to return this form may result in removal of the bidder's name from all bidder lists.
11. **SPECIFICATIONS:** Specifications which refer to brand names are given for reference only. Complete descriptive literature must be furnished prior to bid opening. Bidders may quote on equivalent goods, provided brand name, catalog number and any deviations are noted on the bid. When equivalent goods will not be accepted, the quotation will state "DO NOT SUBSTITUTE."

12. **ALTERNATE BIDS:** Bidders may offer alternate bids which are at variance from the express specifications of the quotation, and FSU reserves the right to consider and accept such bids if, in the judgment of the Purchasing Officer, the alternate bid will produce goods and/or services equal to or better than those which would be supplied by following the express specifications of the quotation, and acceptance of the alternate bid is deemed to serve the best interest of FSU. An alternate must clearly describe all variances from the express specifications.
13. **AWARD:** FSU reserves the right to award by item, group of items, or total bid. FSU further reserves the right to reject any and all bids if it is determined by the FSU Purchasing Officer that the best interest of FSU will be served by doing so. In determining an award, qualifications of the bidder, conformity with specifications of goods and/or services, costs, payment terms and delivery terms will be considered.
14. **RECEIPT OF PERPOSAL:** It is the bidder's responsibility to insure that bids are received in the Purchasing Office prior to the date and time specified on the face of the bid. This responsibility rests entirely with the bidder; there are no exceptions for postal delays or any other reason. Late bids will not be accepted or considered except under the following circumstances: a) bids received on time do not meet specifications, or b) no other bids were received. Bids received via fax are acceptable unless otherwise noted or multiples copies are requested.
15. **INSPECTION:** All goods are subject to inspection and testing. In the event goods are defective in material or workmanship or otherwise fail to meet the requirements of the quotation, FSU shall have the right to reject or retain the goods and correct the defects. The contractor shall pay FSU for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The contractor must arrange for return of said goods, including paying for handling, packing, and transportation costs. FSU has the authority to dispose of the goods without further liability to FSU if the contractor fails to make such arrangements within the specified time period.
16. **NON-DISCRIMINATION CLAUSE:** In the performance of any contract or purchase order resulting here from, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin, ancestry, age, sex, height, weight, marital status or handicap. The bidder further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon the subcontractor. This covenant is required pursuant to Act No. 453 of the Public Acts of the State of Michigan 1976, as amended, and any breach thereof may be regarded as a material breach of the contract or purchase order.
17. FSU supports the development of minority-owned businesses and woman-owned businesses.
- MINORITY-OWNED BUSINESS** means a business enterprise of which more than 50 percent of the voting shares or interest in the business is owned, controlled, and operated by individuals who are members of a minority and with respect to which more than 50 percent of the net profit or loss attributable to the business accrues to shareholders who are members of a minority. **MINORITY** means a person who is black, Hispanic, oriental, Eskimo, or an American Indian who is not less than 1/4 quantum Indian blood as certified by the person's tribal association and verified by the Indian Affairs Commission.
- WOMAN-OWNED BUSINESS** means a business of which more than 50 percent of the voting shares or interest in the business is owned, controlled, and operated by women and with respect to which more than 50 percent of the net profit or loss attributable to the business accrues to the women shareholders.
- CONTROLLED** means exercising the power to make policy decisions in business.
- OPERATED** means the activity of being involved in the day-to-day management of a business.
18. "Buy American - Ferris State University endeavors to buy products and services produced or manufactured in the United States of America whenever possible. The University will not purchase foreign goods or services if competitively priced American goods or services of comparable quality are available.

Attachment A

Schedule Services Are Required

Monday – Thursday	7:00 a.m. – 12:00 p.m.
Fridays & Saturday	8:00 a.m. - 5:00 p.m.
Sundays	11:00 a.m. – 10:00 p.m.

Kendall College of Art and Design reserves the right to adjust (add or subtract) the hours of service obtained as deemed necessary for adequate security. Furthermore the services may be temporary suspended during times that the campuses is closed.

DO NOT SUBMIT  
PREVIEW ONLY