



## GENESEE COUNTY ROAD COMMISSION

### REQUEST FOR QUOTE ITEM #50 – COMPRESSED GAS PRODUCTS

## REQUEST FOR QUOTE (This is not a sealed bid)

Quotes are being solicited for **COMPRESSED GAS PRODUCTS** by the Genesee County Road Commission located at 211 West Oakley Street, Flint, Michigan.

**BID DUE DATE: Monday, September 21, 2020, @ 11:00 a.m.**

General bidding questions can be answered by Tracy Khan, Finance Director, at (810) 767-4920 ext. 227.

#### **SUBMISSION AND RECEIPT OF BIDS**

**This Request for Quote MUST be emailed or faxed. The email address is [klittles@gcrc.org](mailto:klittles@gcrc.org) and the fax number is (810) 767-4405.**

NO LATE BIDS WILL BE ACCEPTED.

The contract period will be for three (3) years from date of acceptance and may be renewed for twelve (12) months, for two (2) renewal periods. Such extension shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

**GENESEE COUNTY ROAD COMMISSION BUDGET YEAR IS OCTOBER 1<sup>ST</sup> THRU SEPTEMBER 30<sup>TH</sup>**

#### **General Requirements:**

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Prices quoted shall not include Federal or State taxes. The Genesee County Road Commission will furnish the successful bidder with tax exemption certificates upon request.

The Genesee County Road Commission reserves the right to terminate the contract without penalty upon thirty (30) days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the Genesee County Road Commission will be solely responsible for determining acceptable performance levels. The Genesee County Road Commission reserves the right to re-award the contract to the second most qualified quote, re-quote the contract or do whatever is deemed to be in its best interest.

The Genesee County Road Commission may modify the QUOTE prior to the deadline for submission of proposals by issuance of an addendum to all parties who have been furnished the Bid for proposal purposes. The Genesee County Road Commission officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the Genesee County Road Commission is to become a registered vendor by visiting the MITN website. Final bid results will be emailed to all vendors that submitted a bid after award.



# GENESEE COUNTY ROAD COMMISSION

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### STANDARD TERMS AND CONDITIONS

**FUNDING:** Funds for payment have been provided through the Genesee County Road Commission budget approved by the Board of Commissioners for the current fiscal year only.

**PRICING/DELIVERY:** All charges **must** be included on the Bid Sheet(s) and **must** include all associated cost (including but not limited to delivery, freight, etc.) for the goods or services being bid.

**CONTRACT TERM & AWARD:** Award will be made to the lowest and best bid meeting specifications. The term of the contract shall be awarded for three (3) years beginning on the effective date of the contract. **The cost shall remain the same for three (3) years.** For administrative purposes, the Genesee County Road Commission will issue a renewal purchase order annually. By agreement of both parties, this bid may be extended for two additional one (1) year periods.

**EQUAL EMPLOYMENT:** All contracts will be awarded by the Genesee County Road Commission without consideration as to race, religion, sex, national origin or disability of bidder.

**CONTRACT:** When applicable, the bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by the Genesee County Road Commission, shall constitute a Contract equally binding between the successful bidder and the Genesee County Road Commission. No invoices will be paid prior to acceptance of Contract by the Genesee County Road Commission. No different or additional terms will become a part of this Contract.

**INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any bid for a Contract for supplies or services and a part of these specifications, that the submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other governmental entity having an interlocal agreement with the Genesee County Road Commission.

When applicable, it is further understood, that any other governmental entity that elects to use a Genesee County Road Commission semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

**DEFAULT OF BIDDER:** When applicable, if successful bidder defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder.

Bidder, in submitting this bid, agrees that the Genesee County Road Commission shall not be liable to prosecution for damages in the event that the Genesee County Road Commission declares the bidder in default.

**ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Genesee County Road Commission Purchasing Department. Addenda will be mailed to all that are known to have received a copy of the bid package and/or Contract. Bidders shall acknowledge receipt of all addenda.

**SALES TAX:** The Genesee County Road Commission is exempt by law from payment of Michigan Sales Tax and Federal Excise Tax.

**LATE BIDS:** Bids received in the Purchasing Department after submission deadline will be considered void and unacceptable. The Genesee County Road Commission is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the Purchasing Coordinator shall be the official time of receipt. Quotes received after the opening date and time will be rejected.



## GENESEE COUNTY ROAD COMMISSION

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#### STANDARD TERMS AND CONDITIONS CONTINUED

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**SUBSTITUTIONS TO BID:** Bidders offering substitutions shall state these by attachment as part of the bid. The Genesee County Road Commission reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the Road Commission.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the Vendor without the permission of the Genesee County Road Commission for a period of ninety (90) days following the date designated for the receipt of bids, and Vendor so agrees upon submittal of their bid.

**DESCRIPTIONS:** Any reference to model and/or make/maker used in bid specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered. Bid must provide hardware specifications where hardware is offered.

**TERMS OF PAYMENT:** Terms of payment shall be Net Thirty (30) Days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be bid. When applicable, Invoices for installed equipment and software will not be paid prior to complete acceptance by the Genesee County Road Commission unless otherwise specified. If installation of equipment and software is delayed, the Road Commission reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

**ETHICAL CONDUCT:** The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or agent of the Genesee County Road Commission. The bidder affirms that the only person or parties interested in this bid as principals are those named herein, and that this bid is made without collusion with any other person, firm, or corporation.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

The Genesee County Road Commission may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**REFERENCES:** During an analysis of all bids, the Genesee County Road Commission may request bidder to supply a list of three (3) references to which like services or materials have been supplied by bidder. If requested, references should include name of firm, address, telephone number and name of representative.

**AWARD OF CONTRACT:** The Genesee County Road Commission reserves the right to reject any or all quotes, and to select any part or parts thereof without accepting the entire quote.

**The quote will be awarded to that responsible, responsive vendor whose quote, conforming to this solicitation will be most advantageous to the GCRC with not only price but also availability of product, location and quality of product/service considered.**



## GENESEE COUNTY ROAD COMMISSION

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#### STANDARD TERMS AND CONDITIONS CONTINUED

**INSTRUCTIONS TO BIDDERS:** This Proposal shall be legibly prepared with ink or typed. UNIT PRICES or LUMP SUM BIDS shall be entered in the “Bid Price” column. The unit prices as stated will govern in determining the correct total of the bid. If a unit price or a lump sum bid already entered by the Bidder on the Schedule of Items form is to be altered, it shall be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the Bidder, also with ink. Proposals with any unit price or lump sum prepared with pencil or omitted will be rejected, except in the case of proposals which consist of two or more alternates, the Contractor may choose to bid on any or all alternates, omitting others. The Board of Genesee County Road Commission reserves the right to select the alternate to be constructed. Failure to fill in the extensions and total WILL invalidate the proposal. The proposal shall be legally signed and the complete address of the Bidder given thereon.

Bidders are expected to quote price and delivery of equipment they propose to furnish giving careful consideration to the specification. Any deviations from these specifications shall be submitted with the bid in writing, with full detail of each variation with reference made to each item to which the variation applies. If these variations are not submitted with the bid, the entire bid will be considered non-responsive. Delivery time, past performance of the bidder and/or the equipment offered, as well as price, will be considered major factors in determining the successful bidder.

If applicable, the manufacturer’s warranty and/or component warranties must be stated. Unsatisfactory or inadequate warranty provisions shall, in themselves be justification for the denial of the award of this bid by the Genesee County Road Commission.

Where applicable, warranty **certificates** or **letters** on all applicable and requested warranty items shall be provided to the end user upon delivery. All warranties shall start from the in-service date with the Genesee County Road Commission.

**A Certificate Of Liability Insurance must be provided with the ACORD™ (Trademark).**

The Genesee County Road Commission reserves the right to reject any bids, waive any irregularities therein, and to accept the quote that in the opinion of the Board, are in the best interest and to the best advantage of the County of Genesee, Michigan.

**INSURANCE:** The Vendor shall comply with the following:

**A. INDEMNIFICATION**

The Vendor shall save harmless, indemnify and defend in litigation the County of Genesee, the Board of County Road Commissioners of the County of Genesee, the Genesee County Road Commission, and its agents and employees, against all claims for damages to public or private property and for injuries to persons arising out of and during the progress of and to completion of the work.

**B. WORKMAN’S COMPENSATION INSURANCE**

The Vendor shall certify before the execution of the contract that the Contractor carries Workman's Compensation Insurance.



# GENESEE COUNTY ROAD COMMISSION

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### STANDARD TERMS AND CONDITIONS CONTINUED

#### C. BODILY INJURY AND PROPERTY DAMAGE

The Vendor, before execution of the contract, shall file with the Genesee County Road Commission copies of completed certificates of insurance, as evidence that he Contractor carries adequate insurance, satisfactory to the Genesee County Road Commission, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.

##### 1. BODILY INJURY AND PROPERTY DAMAGE OTHER THAN AUTOMOBILE

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

###### **BODILY INJURY and PROPERTY DAMAGE LIABILITY**

Each Occurrence .....	<b>\$1,000,000</b>
Aggregate .....	<b>\$2,000,000</b>

This insurance shall include, but not be limited to, coverage for:

- (a) Underground damage to facilities due to drilling and excavating with mechanical equipment.
- (b) Collapse or structural injury to structures due to blasting or explosions, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

##### 2. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY AUTOMOBILE

Unless otherwise specifically required by special provisions, the minimum limits of and bodily injury liability and property damage liability shall be:

###### **BODILY INJURY LIABILITY**

Each Person .....	<b>\$ 500,000</b>
Each Occurrence .....	<b>\$1,000,000</b>

###### **PROPERTY DAMAGE LIABILITY**

Each Occurrence .....	<b>\$1,000,000</b>
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###### **COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Each Occurrence .....	<b>\$2,000,000</b>
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- 3. The requirements for 1 and 2 above may be met through an Umbrella policy.

##### 4. OWNER’S PROTECTIVE LIABILITY

Bodily injury and property damage protection, including general supervision of work performed shall be extended to the County of Genesee, the Board of County Road Commissioners of the County of Genesee, and the Genesee County Road Commission and all agent and employees thereof and, where shown, identity of the contracting parties, the protection shall be extended to all participating political subdivisions and public corporations. The minimum limit shall be \$1,000,000.



## GENESEE COUNTY ROAD COMMISSION

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#### STANDARD TERMS AND CONDITIONS CONTINUED

##### **D. NOTICE**

The Vendor shall not cancel or reduce the coverage of any insurance required by this Section without providing 30-day prior written notice to the Genesee County Road Commission. All insurance policies and binders must include an endorsement by which the insurer shall agree to notify the Genesee County Road Commission, in writing, immediately of any cancellation or reduction in the insurance coverage.

The Vendor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

All insurance policies and binders must also include endorsements by which the insurer shall agree to provide the Genesee County Road Commission, in writing, the following:

A 30-day prior notice of any insurer initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.

A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.

##### **E. REPORTS**

The Vendor or the Vendor's insurance carrier shall report to the Engineer claims received, inspections made and disposition of claims. The Genesee County Road Commission will withhold the final estimate or reserve until either the contractor pays the claim or until final disposition of the claim by the Vendor's insurance company has been received by the Genesee County Road Commission.

**SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**INDEMNIFICATION CLAUSE:** The successful bidder (herein after referred to as Vendor), shall defend, indemnify, and save harmless the Genesee County Road Commission and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Vendor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Vendor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Workmen's Compensation Act, or any other law ordinance, order, or decree; or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

Further, Vendor indemnifies and will indemnify and save harmless the Genesee County Road Commission from liability, claim or demand on their part, their agents, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Vendor shall pay any judgment with costs which may be obtained against the Road Commission growing out of such injury or damages.



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### SPECIFICATIONS AND SCOPE OF WORK

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**TERM OF CONTRACT & CONTRACT RENEWAL:** The term of the contract shall be awarded for three (3) years beginning on the effective date of the contract. **The cost shall remain the same for three (3) years.** For administrative purposes, Genesee County Road Commission will issue a renewal purchase order annually over three (3) years. By agreement of both parties, this bid can be extended for twelve (12) months, for two (2) renewal periods

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

**BRAND NAME:** If and wherever, in the specifications a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the Genesee County Road Commission that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the Road Commission. If samples should be requested, such samples must be received by the Genesee County Road Commission no later than seven (7) days after formal request is made.

The Genesee County Road Commission reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

**DESCRIPTION:** Requesting bid for furnishing **ITEM #50 – COMPRESSED GAS PRODUCTS.** Bid price shall include cost of delivery to locations listed on an as needed basis.

The bidder shall provide Safety Data Sheets (SDS) for all materials and supplies used for this contract. The bidder shall properly dispose of unused material and containers in accordance with the Federal Resource Conservation Recovery Act (RCRA) of 1976 and the Michigan Hazardous Waste Management Act (ACT 64).

Failure to do so may result in disqualification of bid submitted.

**PRICING/DELIVERY:** All items should be priced – FOB Destination Full Freight Allowed, inside delivery. The Genesee County Road Commission will not pay for any additional transportation and/or shipping charges.

Bid price shall include cost of delivery as requested by the Fleet Maintenance & Facilities Department. Deliveries shall be made **on an as needed basis.**

**The Road Commission of Genesee County will not pay fuel surcharges.**



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### SPECIFICATIONS AND SCOPE OF WORK

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Description	Size
<b>Steel Mixtures:</b>	
75% Argon / 25% Carbon Dioxide	380 cubic ft.
86% Argon / 12% Carbon Dioxide / 2% Oxygen	352 cubic ft.
<b>Stainless Steel Mixtures</b>	
90% Helium / 7.5% Argon / 2.5% Carbon Dioxide	297 cubic ft.
<b>Pure Gases:</b>	
Argon	336 cubic ft.
Oxygen	251 cubic ft.
Oxygen	125 cubic ft.
Nitrogen	304 cubic ft.
Propane	33 lb.
Propane	20 lb.
Propane	30 lb.
Propane	100 lb.
Proylene	30 lb.

Delivery Locations	Address
Flint Garage	211 W. Oakley Street, Flint, MI
Atlas Garage	8016 South Gale Road, Goodrich, MI
Linden Garage	7028 Silver Lake Road, Linden, MI
Montrose Garage	11288 North Seymour Road, Montrose, MI
Otisville Garage	220 Doane Street, Otisville, MI
Swartz Creek Garage	4150 South Morrish Road, Swartz Creek, MI





# GENESEE COUNTY ROAD COMMISSION

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### BID SHEET

Page 1 of 2

WE THE UNDERSIGNED agree to furnish and deliver to the Genesee County Road Commission (various locations); **COMPRESSED GAS PRODUCTS** conforming to the attached specifications at the pricing indicated.

Delivery is to be made on an as needed basis. Increases or decreases to the following estimated quantity will not affect the bid price.

Description	Size	Approx. # of Bottles	Unit Cost	Total Cost
<b>Steel Mixtures:</b>				
75% Argon / 25% Carbon Dioxide	380 cubic ft.	6	\$	\$
Monthly Bottle Rental Charge			\$	\$
86% Argon / 12% Carbon Dioxide / 2% Oxygen	352 cubic ft.	2	\$	\$
Monthly Bottle Rental Charge			\$	\$
<b>Stainless Steel Mixtures</b>				
90% Helium / 7.5% Argon / 2.5% Carbon Dioxide	297 cubic ft.	6	\$	\$
Monthly Bottle Rental Charge			\$	\$
<b>Pure Gases:</b>				
Argon	336 cubic ft.	2	\$	\$
Monthly Bottle Rental Charge			\$	\$
Oxygen	251 cubic ft.	12	\$	\$
Monthly Bottle Rental Charge			\$	\$
Oxygen	125 cubic ft.	6	\$	\$
Monthly Bottle Rental Charge			\$	\$
Nitrogen	304 cubic ft.	1	\$	\$
Monthly Bottle Rental Charge			\$	\$
Propane	33 lb.	2	\$	\$
Monthly Bottle Rental Charge			\$	\$
Propane	20 lb.	6	\$	\$
Monthly Bottle Rental Charge			\$	\$
Propane	30 lb.	3	\$	\$
Monthly Bottle Rental Charge			\$	\$
Propane	100 lb.	2	\$	\$
Monthly Bottle Rental Charge			\$	\$
Proylene	30 lb.	12	\$	\$
Monthly Bottle Rental Charge			\$	\$
<b>Total</b>				<b>\$</b>

**DID YOU ATTACH A SAFETY DATA SHEET (SDS)? YES \_\_\_\_\_ NO \_\_\_\_\_**

Company Name: \_\_\_\_\_



# GENESEE COUNTY ROAD COMMISSION

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### BID SHEET Page 2 of 2

Delivery Charges to Flint & District Locations (On an as needed basis)	Unit Cost
Flint Garage – 211 W. Oakley Street, Flint, MI	\$
Atlas Garage – 8016 South Gale road, Goodrich, MI	\$
Linden Garage – 7028 Silver Lake Road, Linden, MI	\$
Montrose Garage – 11288 North Seymour Road, Montrose, MI	\$
Otisville Garage – 220 Doane Street, Otisville, MI	\$
Swartz Creek Garage – 4150 South Morrish Road, Swartz Creek, MI	\$
<b>Total</b>	<b>\$</b>

*If quoting an alternate product please include product specifications with your quote response.* Please state any exceptions, substitutions, deviations, etc. from the Genesee County Road Commission specifications:

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Terms: (Discounts offered will be taken) \_\_\_\_\_

The bidder(s) affirms that he/she is duly authorized to execute this bid, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder(s) and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the bidder(s) has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

The submission of a bid hereunder shall be considered evidence that the bidder is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

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Company Name

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Address

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City                      State                      Zip

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Signature of Person Authorized to Sign

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Date

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Phone Number

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Email

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Printed Name



## GENESEE COUNTY ROAD COMMISSION

### REQUEST FOR QUOTE ITEM #50 – COMPRESSED GAS PRODUCTS

#### **EQUAL EMPLOYMENT OPPORTUNITY COMMISSION COMPLIANCE FORM**

**Please go to our website to access EEO Plan Instructions and Form at [www.gcrc.org](http://www.gcrc.org)**

**These completed forms must be emailed to the Ruth Laberge at [rlaberge@gcrc.org](mailto:rlaberge@gcrc.org).**

The successful bidder or supplier must have an approved Equal Employment Opportunity Commission Compliance Form (EEOC) on file with the Genesee County Road Commission before a contract or purchase order can be executed. The EEOC must be prepared on forms available from the Road Commission Personnel Office. An EEOC, when approved, is valid for three (3) years. The EEOC must contain and conform to the following elements:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age\*, sex\*, height, weight, marital status, handicap, veterans status or political affiliation. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and section for training, including apprenticeship.
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, religion, color, national origin, age\*, Sex\*, height, weight, marital status, handicap, veterans status or political affiliation.
3. The contractor or his collective bargaining representative will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section.
4. The contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended, which may be in effect prior to the taking of bids for any individual county project.
5. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Genesee County Road Commission said forms may, also elicit information as to the practices, policies, and program and employment statistics of each subcontractor as well as the contractor himself. The contractor will permit access to his books, records and accounts by the Genesee County Road Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and with rules, regulations and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.
6. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.
7. A firm whose work force is composed only of members of the same family is exempt from filing a formal EEOC. However, a modified EEOC listing of employees specifying their relationship must be submitted.

\*Section 3a (a), Act No. 344, Public Acts of 1965, as amended by Act No. 349, Public Acts of 1966 reads:

It is unfair employment practice (a) for any employer, because an individual is between the ages of 35 and 60 or because of the sex of any individual, to refuse to hire or otherwise discriminate against him with respect to hire, tenure, terms, conditions or privileges of employment. Any such refusal to hire or discrimination shall not be an unfair employment practice if based on law, regulations, the requirements of any federal or state training or employment program or on a bona fide occupational qualification and except selecting individuals for an apprentice program or an on-the-job training program intended to have duration of more than four months.

#### **COMPLIANCE:**

In the event that the Genesee County Road Commission finds that a contractor has not complied with the contractual obligations under this agreement, the Board of Genesee County Road Commissioners may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the Genesee County Road Commission until the contractor complies.