

GENESEE COUNTY ROAD COMMISSION



INVITATION TO BID FOR ITEM #99 – CHAIN LINK FENCE INSTALLATION (MDOT)

Issue Date: July 11, 2024

Mandatory Pre-Bid Meeting: N/A

Pre-Bid Question Deadline: July 24, 2024, 10:00 a.m., Local Time

Bid Deadline: August 1, 2024 at 1:00 p.m., Local Time

Purchasing Contact: Stephanie Jaeger, Purchasing Administrator
(810) 767-4920 ext. 271
sjaeger@gcrc.org

Sealed proposals for **Chain Link Fence Installation** will be received by the Genesee County Road Commission until **1:00 p.m. on August 1, 2024**, at which time they will be **publicly opened and read at the Genesee County Road Commission Administration Building – 1st Floor Boardroom** located at 211 West Oakley Street, Flint, Michigan 48503.

All bids must be submitted in a sealed envelope marked “BID – ITEM #99 – CHAIN LINK FENCE INSTALLATION”.

RETURN BID TO:

Genesee County Road Commission
Purchasing Department
Attn: Stephanie Jaeger
211 W. Oakley Street
Flint, MI 48503

The Genesee County Road Commission officially distributes bid documents from the Purchasing Division or through BidNet. 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 BidNet are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the Road Commission is to become a registered vendor by visiting the BidNet website.

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Any questions regarding this bid request should be emailed to sjaeger@gcrc.org by 10:00 a.m. on July 24, 2024. Questions received after the date and time above will not be considered. Vendors are specifically directed to not contact other Road Commission staff; unauthorized contact of any Road Commission Department employee may result in rejection of bid submittal.

The Genesee County Road Commission reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The Genesee County Road Commission reserves the right to accept any separate item in the bid; and to accept the bid that, in the opinion of Genesee County Road Commission, is to the best advantage and interest of the public we serve.

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

Bids shall be in conformance with the documents. The Bid Form must be completed entirely and submitted with the bid. Any deviation from the specifications must be noted on the bid.

Contract Termination

The Genesee County Road Commission reserves the right to terminate the contract without penalty upon 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. His/her decision will be deemed in the Genesee County Road Commission's best interest and will be final. The Genesee County Road Commission reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.

Quantities

All quantities stated, unless indicated otherwise are estimates and the Genesee County Road Commission reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs. Items will be ordered on an as needed basis.

Delivery costs and charges (if any) shall be included in the bid price. Failure to do so may be cause for rejection of the bid. The Genesee County Road Commission will not accept any additional charges (fuel surcharges, etc) during the term of this contract.

General Conditions

The successful bidder must meet and provide all requirements as outlined in the specifications package as contained herein. The bid form contains general specifications which are used as the basis for the overall bid evaluation. All bids shall be in conformance with and subject to General Specifications and other bid documents as contained herein.

Bids shall be in conformance with and subject to the instructions in the bid documents. The Bid Form must be completed entirely and submitted with the Bid.

All bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid. The successful proposer will be required to hold pricing during the term of the contract.

No bidder may withdraw a bid after the actual date of the opening thereof except in a case where a bidder demonstrates to the Genesee County Road Commission's reasonable satisfaction that a material and substantial mistake was made in preparing the bid, in which event the bidder shall have 24 hours after the opening of the bid to deliver to the **GCRC** notice, in writing, that the bidder desires to withdraw the bid and state the reasons therefore. Once a bid is withdrawn, it may not be rebid.

Appeals and Remedies

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest and may submit a request in writing to the **Purchasing Division** that the proposal receive a second review within seven (7) day of an award. Aggrieved persons are urged to seek resolution of their complaints initially with the appropriate **Department Head and/or the Purchasing Division**. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing within seven (7) calendar days of the date the contract is awarded. The **Genesee County Road Commission Managing Director and the Chairperson of the Board** shall make a determination on the merits of the protest, and, if appropriate, determine a remedy, and that determination shall be final and conclusive.

Any deviations from the specifications must be noted on the Bid Form.

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The Genesee County Road Commission reserves the right to waive any informalities, immaterial omissions, defects not involving price, time or changes in the work and award multiple contracts. In the case of error in the extension of prices in the bid or other arithmetic error, the unit price shall govern.

No bid will be accepted from any person, firm or corporation who is in arrears upon any obligation to the Genesee County Road Commission or who otherwise may be deemed responsible or unreliable by the County.

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 when requested.

The Genesee County Road Commission's acceptance of a proposal/bid and approval of the award of a contract shall not constitute a formed contract, and the acceptance of a proposal/bid and award of a contract shall be contingent and conditioned upon the parties' entry into and execution of a written agreement acceptable to the County.

The quantities contained herein are to be used for the purpose of evaluating the bid responses only. It is in no way intended to be a commitment on the part of the Genesee County Road Commission to purchase a minimum quantity or to limit the Genesee County Road Commission to a maximum quantity at the unit price id. The quantities are to be ordered and delivered as determined by the Genesee County Road Commission. Purchases may also include additional miscellaneous items not contained within this bid.

All costs incurred in the preparation and presentation of this bid in any way whatsoever, shall be wholly absorbed by the prospective. All supporting documentation will become the property of the Genesee County Road Commission unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Bid is not assured.

Non-Discrimination

Contracts for work under this proposal will obligate the firm or firms to not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The contractor and the Genesee County Road Commission shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93 112, 87 Stat. 394, which require that no employee or client or otherwise qualified firm participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap or marital status be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. The contractor shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964, as amended.

Ineligibility of Iran Linked Business

Under 2012 PA517, an Iran linked business, as defined therein, is not eligible to contract with Genesee County Road and shall not submit a proposal.

Alternate Bid

Bidders are cautioned that any alternate bid, unless requested by the Purchasing Division, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for this bid, may be considered non-responsive, and at the opinion of the Genesee County Road Commission, may result in rejection of the bid.

Changes and Addenda

Each change or addendum issued in relation to this bid will be on file in the Purchasing Division. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all bidders shall be bound by such changes or addenda.

Pricing

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amounts of the bid, the unit price bid will govern.

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Award of Purchase Order

The bid will be awarded to the responsible, responsive bidder whose bid conforming to this solicitation will be most advantageous to the Road Commission, price and other factors considered.

The Genesee County Road Commission reserves the right to reject any and all bids, in part or whole, and to waive any informalities or irregularities in bids received. The Genesee County Road Commission reserves the right to split or abstract any or all bid proposals and award multiple contracts from the same quotation based on price, availability and service when in its judgment it best serves the Genesee County Road Commission.

Method of Payment

Payment shall be made from supplier's invoice submitted to cover items received and accepted during the billing period. Invoices must contain the purchase order number under which the contract is awarded.

Partial payments are not authorized on individual written purchase orders issued for this procurement. Payment will be made upon final delivery and acceptance of all supplies ordered on each purchase order issued.

Default Conditions

In case of default by the contractor, the Genesee County Road Commission may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the contract and award to the next qualified bidder, such error may be subject to default conditions.

Insurance Regulations

The vendor shall not commence work until he has obtained and delivered to the Genesee County Road Commission the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the Genesee County Road Commission and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance shall be provided to the Genesee County Road Commission each year at the time of policy renewal. New certificates shall be delivered to the Genesee County Road Commission in the same format as outlined in the SAMPLE certificate attached. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

Interlocal Participation

It is hereby made a precondition of any bid for a Contract for products 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.

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

Assignment

Contractor may not assign this Contract to any other party without the prior approval of GCRC. Upon notice to Contractor, the GCRC, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party.

Acceptance

Contract activities are subject to inspection and testing by the GCRC within 30 calendar days of the State's receipt of them, unless otherwise provided in the ITB. If the Contract activities are not fully accepted by the Genesee County Road Commission, GCRC will notify Contractor within 30 days that either: (a) the Contract activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the GCRC finds material deficiencies, it may : (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with the Contract Termination clause.

PREVAILING WAGE

Not applicable. The State legislative repeal of the Prevailing Wage Act (1965 PA 166) became effective on June 12, 2018.

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DAMAGE LIABILITY AND INSURANCE

INSURANCE: The Contractor shall comply with the following:

Hold Harmless

To the fullest extent permitted by law, Contractor agrees to defend, pay in behalf of, indemnify and hold harmless the Genesee County Road Commission, its elected and appointed officials, employees and volunteers and other working on behalf of the Genesee County Road Commission against any and all claims, demands, suits or loss, including all costs and attorney fees connected therewith and for any damages which may be asserted, claimed or recovered against or from the Genesee County Road Commission, its elected and appointed officials, employees, volunteers or others working on behalf of the Genesee County Road Commission by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

The Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (1) protect the State and the Genesee County Road Commission from claims that may arise out of, are alleged to arise out of, or result from Contractor’s or a subcontractor’s performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating or “A” or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents” as additional insureds using endorsement CG 20 10 11 85 or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents” as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents” as additional insureds and (2) include Hired and Non-Owned Automobile coverage.
Workers’ Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

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If any of the required policies provide claims-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement of Purchase Order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either part for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State of the Genesee County Road Commission).

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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 one (1) fiscal year beginning on the effective date of the contract. **The cost shall remain firm through September 30, 2025**, from the date of awarding bid contract

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

Proposals shall be for items as specified on attached Specifications and Bid Sheet. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid.

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.

A. Description of Work: Below are the specification requirements for furnishing **ITEM #99 – CHAIN LINK FENCE INSTALLATION** within the Right-Of-Way at various locations throughout Genesee County. This work consists of furnishing all necessary materials, labor and equipment for the removal and installation of chain link fence.

All items shall conform to the current Michigan Department of Transportation (MDOT) requirements.

Contractor must: (a) perform the activities in a timely, professional, safe and workmanlike manner consistent with standards in the trade, profession or industry; (b) meet or exceed the performance and operational standards and specifications; (c) provide all activities in good quality, with no material defects; (d) not interfere with the State of Genesee County Road Commission’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of these activities; (f) cooperate with the State, including the State’s quality assurance personnel and any third party to achieve the objective on the Contract; (g) return to the GCRC and GCRC-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the GCRC; (i) assign to the GCRC any claims resulting from state or federal antitrust violation to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all GCRC physical and IT security policies and standards which will be made available upon request; (k) provide the GCRC priority in performance of the Contract except as mandated by federal disaster response requirements.

B. Material: Provide materials in accordance to the following sections of the 2020 Standard Specification for Construction:

Sound Earth.....	205
Fencing Materials.....	907
Structure Expansion Anchors and Bolts.....	914
Concrete, Grade 3000.....	1004

C. Construction: Fencing must conform to the applicable requirements of section 808 of the Standard Specifications for Construction. Turf establishment must conform to the requirements of section 816 of the Standard Specifications for Construction. Construction must conform to current standard plans and special details applicable to the items of work specified.

D. Measurement and Payment: The complete work, as described will be measured and paid for at the contract unit price for the following pay items:

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Pay Item	Pay Unit
Fence, Remove	Foot
Fence, Post	Each
Fence, Chain Link, ___inch, Vinyl Coated	Foot
Fence, Re-tie	Each
Lane Closure	Each

Traffic Control – Traffic shall be maintained in accordance with Section 812 of the 2020 Michigan Department of Transportation (MDOT) Standard Specifications for Construction and the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD). All operations shall be conducted in a manner that will not create a hazard. The Contractor shall not operate equipment in a manner that requires unnecessary crossing of the roadway. The Contractor shall not park equipment within the right of way of any county roadways in a manner not permitted by posted traffic control devices. The Contractor shall not store equipment in the right of way of any county roadway or on Road Commission property when not engaged in chain link fence installation. All labor, equipment and devices required for maintaining traffic shall be incidental to the chain link fence installation and included in the unit price bid.

Equipment Requirements – The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the chain link fence installation in an approved safe workmanlike manner without hindrance, delay or damage to the roadway. Under no circumstances shall the GCRC be responsible for any damage to the contractor’s equipment due to obstacles encountered.

Pre-Maintenance Meeting – A meeting with the successful bidder and the Maintenance Director for the Genesee County Road Commission will be held at a location designated by the Genesee County Road Commission. The purpose of the meeting will be for the successful bidder to present the following required detailed information to the Road Commission for review prior to commencing chain link installation services.

1. Schedule of operations – personnel and hours.
2. Name(s) of supervisors, 24-hour contact telephone numbers and best contact times.
3. Safety Program, including traffic control plan.

Any misrepresentation by the Contractor of its ability to perform the work described in this contract will be grounds for immediate termination. In such case, the contract will be awarded to the next lowest responsible bidder who can demonstrate the ability to perform the work.

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.

No charges may be billed to the Genesee County Road Commission unless such costs were explicitly included in the bid. Bidder will incur any costs not explicitly included in the bid and/or mutually agreed to in writing by the Genesee County Road Commission Purchasing Department.

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

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BID SHEET
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WE THE UNDERSIGNED agree to provide to the Genesee County Road Commission; **ITEM #99 – CHAIN LINK INSTALLATION** conforming to the attached specifications at the pricing indicated.

Prices shall remain firm for the duration of the contract.

Location	Description	Unit	Qty	Unit Cost	Total	Loc. Total
SB Chavez Dr. at Kearsley St. Left Lane	Fence, Remove	Ft	30	\$	\$	\$
	Fence, Post	Ea	3	\$	\$	
	Fence, Chain Link, 60", Vinyl Coated	Ft	30	\$	\$	
	Lane Closure	Ea	1	\$	\$	
SB Chavez Dr. 100' S of 3 rd St. Left Lane	Fence, Remove	Ft	15	\$	\$	\$
	Fence, Post	Ea	1	\$	\$	
	Fence, Chain Link, 60", Vinyl Coated	Ft	15	\$	\$	
	Lane Closure	Ea	1	\$	\$	
SB Chavez Dr. 200' S of Court St. Left Shoulder	Fence, Remove	Ft	30	\$	\$	\$
	Fence, Post	Ea	2	\$	\$	
	Fence, Chain Link, 60", Vinyl Coated	Ft	30	\$	\$	
	Lane Closure	Ea	1	\$	\$	
SB Chavez Dr. 200' N of Court St. Left Shoulder	Fence, Remove	Ft	60	\$	\$	\$
	Fence, Post	Ea	5	\$	\$	
	Fence, Chain Link, 48", Vinyl Coated	Ft	60	\$	\$	
	Lane Closure	Ea	1	\$	\$	
NB Chavez Dr. 200' N of 5 th St. Left Lane	Fence, Remove	Ft	30	\$	\$	\$
	Fence, Post	Ea	1	\$	\$	
	Fence, Chain Link, 60", Vinyl Coated	Ft	30	\$	\$	
	Lane Closure	Ea	1	\$	\$	
NB Chavez Dr. at E Court St. Left Lane	Fence, Remove	Ft	30	\$	\$	\$
	Fence, Post	Ea	1	\$	\$	
	Fence, Chain Link, 48", Vinyl Coated	Ft	30	\$	\$	
	Lane Closure	Ea	1	\$	\$	
NB Chavez Dr. 100' N of E 3 rd St. Left Lane	Fence, Remove	Ft	30	\$	\$	\$
	Fence, Post	Ea	2	\$	\$	
	Fence, Chain Link, 60", Vinyl Coated	Ft	30	\$	\$	
	Lane Closure	Ea	1	\$	\$	
NB Chavez Dr. 100' N of Court St. Left Lane	Fence, Remove	Ft	30	\$	\$	\$
	Fence, Post	Ea	1	\$	\$	
	Fence, Chain Link, 48", Vinyl Coated	Ft	30	\$	\$	
	Lane Closure	Ea	1	\$	\$	
SB Chavez Dr. 50' of Schwartz Dr Left Shoulder	Fence, Remove	Ft	40	\$	\$	\$
	Fence, Post	Ea	2	\$	\$	
	Fence, Chain Link, 60", Vinyl Coated	Ft	40	\$	\$	
	Fence, Re-Tie	Ea	30	\$	\$	
	Lane Closure	Ea	1	\$	\$	
SB Chavez Dr. at Robert T Longway Blvd., SE Quad	Fence, Remove	Ft	30	\$	\$	\$
	Fence, Post	Ea	3	\$	\$	
	Fence, Chain Link, 60", Vinyl Coated	Ft	30	\$	\$	
	Lane Closure	Ea	1	\$	\$	
NB Chavez Dr. at Robert T Longway Blvd., Left Lane	Fence, Remove	Ft	40	\$	\$	\$
	Fence, Post	Ea	2	\$	\$	
	Fence, Chain Link, 60", Vinyl Coated	Ft	40	\$	\$	
	Lane Closure	Ea	1	\$	\$	

Company Name: _____

SubTotal \$ _____

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Location	Description	Unit	Qty	Unit Cost	Total	Loc. Total
NB Chavez Dr. 200' S of Robert T Longway Blvd, Ramp	Fence, Remove	Ft	40	\$	\$	
	Fence, Post	Ea	2	\$	\$	
	Fence, Chain Link, 60", Vinyl Coated	Ft	40	\$	\$	
	FWY Exit Ramp Closure	Ea	1	\$	\$	\$
NB Chavez Dr. at Robert T Longway NW Quad, Left Lane	Fence, Remove	Ft	30	\$	\$	
	Fence, Post	Ea	1	\$	\$	
	Fence, Chain Link, 60", Vinyl Coated	Ft	30	\$	\$	
	Lane Closure	Ea	1	\$	\$	\$
SB I-475 Ramp to Robert T Longway, Ramp, Left Shoulder	Fence, Remove	Ft	120	\$	\$	
	Fence, Post	Ea	8	\$	\$	
	Fence, Chain Link, 60", Vinyl Coated	Ft	120	\$	\$	
	FWY Exit Ramp Closure	Ea	1	\$	\$	\$
WB I-69 Ramp to Saginaw St. Right Lane	Fence, Remove	Ft	40	\$	\$	
	Fence, Post	Ea	2	\$	\$	
	Fence, Chain Link, 60", Vinyl Coated	Ft	40	\$	\$	
	Lane Closure	Ea	1	\$	\$	\$

Total \$ _____

Terms: _____ Materials Warranty: _____ Labor Warranty: _____

Please state any exceptions, substitutions, deviations, etc. from the Genesee County Road Commission specifications: _____

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.

SIGNATURE

DATE

NAME (TYPE WRITTEN OR PRINTED)

TITLE

LEGAL NAME OF VENDING COMPANY

TELEPHONE NUMBER

FACSIMILE NUMBER

EMAIL ADDRESS

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

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EQUAL EMPLOYMENT OPPORTUNITY COMMISSION COMPLIANCE FORM

[Please go to our website to access EEO Plan Instructions and Form at www.gerc.org](http://www.gerc.org)
[These completed forms must be emailed to Monica Pearson at mpearson@gerc.org.](mailto:mpearson@gerc.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.