

GENESEE COUNTY ROAD COMMISSION



INVITATION TO BID FOR ITEM #337- AIR CONDITION UNIT REPLACEMENT

Issue Date: April 24, 2025

Mandatory Pre-Bid Meeting: Wednesday, May 7, 2025, 10:00 a.m., Local Time

Pre-Bid Question Deadline: Thursday, May 8, 2025, 10:00 a.m., Local Time

Bid Deadline: Thursday, May 15, 2025, at 1:00 p.m., Local Time

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

Sealed proposals for **Air Condition Unit Replacement** will be received by the Genesee County Road Commission until **1:00 p.m. on May 15, 2025**, 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 #337 – AIR CONDITION UNIT REPLACEMENT” or electronically via BidNet Direct.

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 the 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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NOTICE OF PRE-BID MEETING

To be eligible to submit a bid, attendance at a **PRE-BID MEETING** is **mandatory** and will be [Wednesday, May 7, 2025, at 10:00 am, local time](#) at the Genesee County Road Commission, located at 211 W. Oakley Street, Flint, MI for the purpose of reviewing the project specifications and a tour of proposed project. Each bidder must examine the area(s) hereafter described as Project(s) and be familiar with existing conditions. Any additional information and specifications will be handed out at the pre-bid meeting. Bids received from bidders not present at the mandatory pre-bid meeting shall be presumed Non-Responsive and their bid will not be opened or considered.

PLEASE ACKNOWLEDGE RECEIPT OF THIS MANDATORY PRE-BID MEETING NOTICE

EMAIL: sjaeger@gcrc.org

Date: _____

Company Name: _____ **Authorized Signature** _____

Will you be able to attend the Mandatory Pre-Bid Meeting: Yes ____ **No** ____

MANDATORY PRE-PROPOSAL MEETING / SITE VISIT

The mandatory pre-proposal meeting and site visit begins promptly at the time listed above and will be closed thereafter to latecomers. It is the Bidder's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-proposal meeting / site visit on time. All Proposers **MUST** participate in the site visit inspection tour conducted by Genesee County Road Commission personnel on the date specified above and familiarize themselves with any conditions which may affect performance and proposed prices. The walk-through tour will begin immediately following the pre-proposal meeting.

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Any questions regarding this bid request should be emailed to sjaeger@gcrc.org by 10:00 a.m. on May 8, 2025. 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.

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DAMAGE LIABILITY AND INSURANCE

INSURANCE: The Contractor shall comply with the following:

A. INDEMNIFICATION

The Contractor shall hold 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. WORKER’S COMPENSATION INSURANCE

The Contractor shall certify before the execution of the contract that the Contractor carries Worker’s Compensation Insurance as required by Michigan law.

C. COMMERCIAL GENERAL LIABILITY

\$1,000,000 each occurrence / \$2,000,000 aggregate

D. AUTO LIABILITY

\$1,000,000 bodily injury each occurrence / \$2,000,000 aggregate (to cover all Contractor’s owned, non-owned and hired vehicles); statutory \$1,000,000 property damage

E. 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:

1. A 30-day prior notice of any insurer initialed cancellation or reduction in coverage for reasons other than nonpayment of the premium.
2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.

F. REPORTS

The Contractor or the Contractor’s insurance carrier shall report to the Genesee County Road Commission 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 Contractor’s insurance company has been received by the Genesee County Road Commission.

Hold Harmless

To the fullest extent permitted by law, Vendor 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 others working in 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 in 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.

Contractor Signature

Company Name (Printed)

Date

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SPECIFICATIONS AND SCOPE OF WORK

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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.

DESCRIPTION OF WORK: The Genesee County Road Commission is soliciting bids to furnish all labor, equipment materials and supplies necessary for the performance of work described herein and meet operational standards unless otherwise specified.

Working hours will be Monday through Thursday, 6:00 a.m. – 5:30 p.m. Crews must make work areas safe and secure at the end of each working day.

Bidder understands and agrees that all necessary permits, licenses and insurance must be obtained and that all applicable federal, state and local codes, laws and regulations must be complied with.

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.

The Work is more specifically described as:

Air Condition Unit Replacement

- Recover refrigerant from system and disconnect condenser for removal.
- Provide a crane and operator to remove old condensing from the roof.
- Disconnect and remove evaporator coil from air handler.
- Flush out existing lineset.
- Set the new Trane (specification attached) condensing unit back onto the roof and install new evaporator coil back into the air handler.
- Adapt existing lineset to the condensing unit and to the new evaporator.
- Adapt existing electrical to the condensing unit.
- Presurize the system to verify that no leaks are present.
- Pull a vacuum on the system.
- Charge the unit with R410a freon.
- Start the new unit. Complete charging of the unit and verify proper operation.
- Disposal of old unit and any work-related materials.

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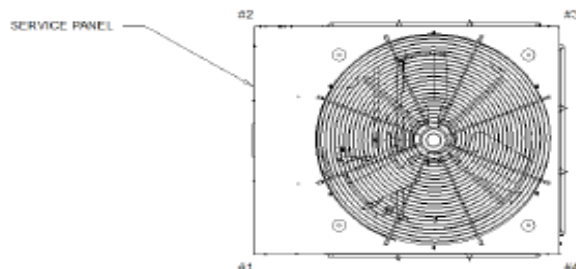
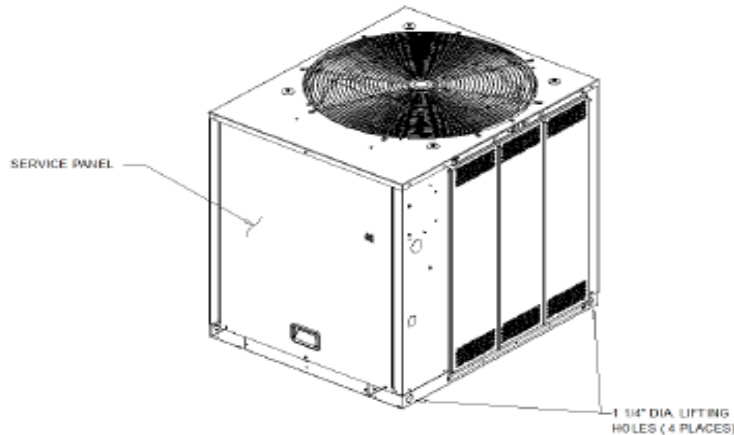


6 - 25 Ton Unitary Split Systems Outdoor

Unit Overview	
Model	TTA15043DAA**BS01000000000000000000000000000000
Unit Tonnage	12.5 Tons
Refrigeration Circuit / Stage	Dual Compressors / Dual Circuit
Unit Function	Cooling
Max. Cond. Operating Weight	449.0 lb



Electrical Information			
Unit Voltage	208-230/60/3	Compressor 1 RLA	26.40 A
MCA	64.00 A	Compressor 2 RLA	26.40 A
MOP	90.00 A	Cond. Motor 1 FLA	4.80 A



WEIGHTS AND CORNER WEIGHTS

Shipping:	506.0 lb
Net:	449.0 lb
Corner 1:	119.0 lb
Corner 2:	155.0 lb
Corner 3:	76.0 lb
Corner 4:	99.0 lb

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General - *(TTA)*

- Weatherproofed steel mounting/lifting rails
- Hermetic scroll compressors
- Microchannel condenser coils
- Fans and motors
- Standard operating range 50.0 F-125.0 F (min. 0.0 F with low ambient accessory)
- Nitrogen holding charge
- Certified and rated in accordance with AHRI and DOE standards
- Certified to UL 1995
- Capacities and efficiencies for split systems are rated within the scope of the Air-Conditioning, Heating, & Refrigeration Institute (AHRI) certification program and display the AHRI Standard 340-360 (I-P) mark. This standard applies to units between 65,000 and 250,000 btu/hr.
- Capacities and efficiencies for split system cooling condensers are rated within the scope of the Air-Conditioning, Heating, & Refrigeration Institute (AHRI) certification program and display the AHRI Standard 365 (I-P) mark. This standard applies to cooling units between 135,000 and 250,000 btu/hr.

Casing - *TTA*

- Zinc coated, heavy gauge, galvanized steel
- Weather resistant baked enamel finish
- Meets ASTM B117, 672-hour salt spray test
- Removable single side maintenance access panels
- Lifting handles in maintenance access panels
- Unit base provisions for forklift and/or crane lifting

Refrigeration System - Dual Compressor (TTA0724*D, TTA0904*D, TTA1204*D, TTA1504*D, TTA1804*D, TTA2404*D)

- Two (2) separate and independent refrigerant circuits
- Each refrigeration circuit equipped with integral subcooling circuit
- Front or rear refrigerant line connections (TTA180**D/240**D)
- Two (2) direct drive hermetic scroll compressor
- Suction gas-cooled motors w/ $\pm 10\%$ voltage utilization range of unit nameplate voltage
- Crankcase Heaters
- Internal temperature and current sensitive motor overloads
- Factory installed liquid line filter driers
- Phase loss/reverse rotation monitor
- No compressor suction and/or discharge valves (reduced vibration/sound)
- External high pressure cutout devices
- External low pressure cutout devices
- Evaporator defrost control
- Loss of charge protection (discharge temperature limits)

Condenser Coil (Microchanne) - *(TTA)*

- Microchannel coils burst tested by the manufacturer
- Coils shall be leak tested to ensure the pressure integrity
- Factory pressure and leak tested to 660 psig
- Perforated steel hail guards available (factory installed option or field installed accessory)

Condenser Fan - *(TTA)*

- 26" or 28" propeller fan(s)
- Direct drive
- Statically and dynamically balanced

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SPECIFICATIONS AND SCOPE OF WORK

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Controls - *(TTA)*

- Centralized microprocessor
- Indoor and outdoor temperature sensors drive algorithms, making decisions for all heating, cooling and ventilation
- Integrated anti-short cycle timer
- Integrated time delay between compressors
- Completely internally wired
- Colored and keyed connectors and colored wires
- Contactor pressure lugs or terminal block
- Unit external mounting location for disconnect device
- Single point power entry
- Front or rear electrical connections (TTA 1804*C/D, 2404*C/D, 3004*C only)

Condenser Motor(s) - *(TTA)*

- Permanently lubricated totally enclosed or open construction
- Built-in current and thermal overloads
- Ball or sleeve bearing type

Hail Guards

- Condenser coil protection from hail, vandals, etc.
- Perforated, painted galvanized steel
- Field installed

Phase Monitor/Reversal Protection

- Phase monitor shall provide 100% protection for motors and compressors against problems caused by phase loss, phase imbalance, and phase reversal. Phase monitors are equipped with an LED that provides an ON or FAULT indicator. Quick-Access Panels
- Remove a few screws for access to the standardized internal components and wiring.

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 Genesee County Road Commission reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the Road Commission. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

The successful bidder will have to fill out an Employment Opportunity Plan and provide a W9 form. Once the EEOP is approved, it is valid for three (3) years. If you need assistance with this form, please call the Human Resources Department.

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BID SHEET

WE THE UNDERSIGNED agree to furnish and deliver to the Genesee County Road Commission; **ITEM #337 - AIR CONDITION UNIT REPLACEMENT** conforming to the attached specifications at the pricing indicated.

Labor & Material - Lump Sum \$ _____

Terms _____ Warranty _____

The Project will begin within _____ days from receipt of purchase order. _____ Number of days to complete project

Exceptions to Specifications (if more space is required, please attach additional sheets):

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.gcrc.org
These completed forms must be emailed to Monica Pearson at mpearson@gcrc.org.

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