REQUEST FOR QUOTE  
THIS IS NOT AN ORDER

PROJECT: Automotive Batteries Term Contract

QUOTE REFERENCE NO: 06012-011.0

DEPARTMENT CONTACT: Rob Branch, Fleet and Facilities Manager (269) 337-8235

DEPT: CCTA ISSUE DATE: January 14, 2020

QUOTE RETURN DATE: January 30, 2020 (by end of the day)

SUBMITTAL INSTRUCTIONS: Return by mail, email or fax before date above. Mark envelope – Quotation – CCTA Automotive Batteries and due date.

This quote may be faxed to (269) 337-8500 or emailed to cokpurchasing@kalamazoocity.org

STATEMENT OF NO QUOTE

If you do not respond to this inquiry within the time set for the quote due date and time noted, it will be assumed that you can no longer supply this commodity/service, and your name will be removed from this bid list.

_____ Specifications are unclear (explain below).

_____ We are unable to meet specifications.

_____ Our schedule would not permit us to perform.

_____ We do not offer this product or service.

_____ Remove us from your bidders list for this commodity or service.

REMARKS: __________________________________________________________________________

SIGNED: _________________________________ NAME: _________________________________ (Type or Print)

TITLE: _________________________________ DATE: _________________________________

FIRM NAME: __________________________________________ (if any)

ADDRESS: __________________________________________

(Street address) (City) (State) (Zip)

PHONE: _________________________________ FAX: _________________________________
SUBMITTAL INSTRUCTIONS FOR QUOTES

1. **EXAMINATION OF QUOTE DOCUMENT**-Before submitting a quote, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the quote the sum to cover the cost of all items included on the quote form.

2. **PREPARATION OF QUOTE**-The quote shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the quote form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The quote shall be legally signed and the complete address of the bidder given thereon.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Quote and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their quote. Any information given to prospective bidders concerning the Quote will be furnished to all prospective bidders as an amendment or addendum. Receipt of amendments or addenda by a bidder must be acknowledged in the quote by attachment, or by letter or fax received before the due date.

4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.

5. **WITHDRAWAL OF QUOTES**-Quotes may be withdrawn by a bidder or authorized representative, by written request, but only if the withdrawal request is made prior to the close of the business day set for receipt of quotes. Quotes may not be withdrawn for at least ninety (90) days after due date.

6. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

7. **INFORMAL COMPETITION**- The CCTA reserves the right to accept or reject any or all quotes and waive informalities and minor irregularities in the quotes received. The CCTA will consider all quotes and make the purchasing decision most advantageous to the CCTA and its interests.
QUOTE FORM

The undersigned having become thoroughly familiar with and understanding all of the bid/contract documents incorporated herein, agrees to provide automotive batteries as specified herein:

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>BCI GRP.</th>
<th>MIN. WARR. (MOS.)</th>
<th>MIN. COLD CRANKING AMPS</th>
<th>MIN. RESERVE</th>
<th>EST. YRLY QTY</th>
<th>WARRANT Y SPEC’S</th>
<th>CCTA PRICE INCL. ELECTROLYTE (IF NEEDED)</th>
<th>TOTAL PRICE X QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>8D (side)</td>
<td>18</td>
<td>1,400</td>
<td>365 +/- 20</td>
<td>60</td>
<td>6 mos. free replacement</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

GRAND TOTAL $.

BRAND NAME

It is illegal to discharge a lead acid battery except by delivery to a retailer, a distributor, a manufacturer, or a collection, recycling or smelting facility approved by the Michigan Department of Natural Resources.

State law requires retailers to accept used lead acid batteries upon the purchase or within 30 calendar days of the purchase of a lead acid battery.

The BATTERY CORE CHARGE is to be charged at the time of a new battery purchase and shall be credited/refunded upon return of the old battery. When the old battery is turned in at the time of a new battery purchase, there shall be NO CHARGE.

Current distributor price list effective __________, 2019 shall be firm through ________, 20__.

The CCTA reserves the right to award the contract to the LOW RESPONSIVE, RESPONSIBLE bidder who MEETS SPECIFICATIONS and has offered the lowest price over the longest term or whatever is in the CCTA's best interest.

Battery B.C.I. Group Numbers are used for identification purposes only, approved equivalent batteries will be considered.

Normal deliveries shall be made the next work day after verbal order release is given.

Emergency deliveries shall be made within _______ hour(s) - 2 hours preferred - after verbal order release is given.

Contact person for order releases shall be:

NAME: ______________________________ PHONE: ______________________________
### QUOTE FORM (cont)

#### OPTIONAL EMERGENCY IN-FIELD INSTALLATION:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service call, in-field installation</td>
<td>$___________</td>
</tr>
<tr>
<td>plus mileage, portal to portal</td>
<td>$___________/mile</td>
</tr>
<tr>
<td>Remove and replace old with new battery</td>
<td>$___________</td>
</tr>
</tbody>
</table>

In-field installations will be within ________ hour(s) after verbal notifications.

- Number of trained personnel available to make infield and/or in-house installations on buses, autos, large trucks and heavy equipment? __________
- Number of service vehicles available to make job site installations on above equipment? __________
- Pick up and/or drive-in service available between the hours of ________ a.m. and ________ p.m., ________ (number of days) of the week.

Bidders shall furnish with their bid a copy of the manufacturer's/suppliers current product catalog, corresponding current price list and battery cross reference listing. Bidder shall provide all of the information as requested herein with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

**If your quotation is not returned and completed on this form it may be rejected.**

This contract shall be governed by the laws of the State of Michigan.

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

<table>
<thead>
<tr>
<th>Addendum No:</th>
<th>__________</th>
<th>__________</th>
<th>__________</th>
<th>__________</th>
<th>__________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dated:</td>
<td>__________</td>
<td>__________</td>
<td>__________</td>
<td>__________</td>
<td>__________</td>
</tr>
</tbody>
</table>

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the CCTA’s Non-Discrimination Clause found in Appendix A and as updated by CCTA Ordinance 1856.

<table>
<thead>
<tr>
<th>Signed:</th>
<th>_________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>_________________________________</td>
</tr>
<tr>
<td>Title:</td>
<td>_________________________________</td>
</tr>
</tbody>
</table>
Bidder’s Form

(Please return this form with your bid submission.)

Firm Name: ___________________________________________________________

Address: _____________________________________________________________

Street       City       State      Zip

Website: _____________________________________________________________

Contact: _____________________________________________________________

Name          Title

Phone:    (______)________-_______________

Fax:       (______)________-_______________

Email:     ____________________________________________

Years in Business:  ___________

Number of Employees:  ___________

Annual Gross Receipts of your firm:

☐ under $150,000

☐ $150,001 to $300,000

☐ $300,001 to $500,000

☐ $500,001 and up

Special Status:

☐  DBE          ☐  Small Business
BLANK forms are NOT acceptable. If DBE subcontractor opportunities are available, please fill out sections 1 thru 5. If no subcontractor opportunities available fill out section 6. SIGNATURES ARE REQUIRED.

**DBE PARTICIPATION FORM**

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1) **DBE Firm Name:** _________________________________________
   
   **Address:** _________________________________________
   
   _______________________________________

2) **Dollar amount awarded:** ______________________________________

3) **Description of work to be performed:** ______________________________________
   
   _______________________________________
   
   _______________________________________

4) **CONTRACTOR’S COMMITMENT TO USE DBE FIRM**

   ______________________________________ is committed to utilize the DBE contractor
   
   (Name of Contractor)

   in the manner and amount described on this form.

   Dated __________________________

   (Authorized Signature)

5) **DBE’S COMMITMENT TO PARTICIPATE**

   ______________________________________, as a DBE firm, is committed to perform
   
   (Name of subcontractor/supplier)

   the work as described above for the amount specified.

   Dated __________________________

   (Authorized Signature)

6) **NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.**

   ______________________________________ has no subcontractor opportunities
   
   (Name of subcontract/supplier)

   available for work to be performed.

   Dated __________________________

   (Authorized Signature)
Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

DBE Firm Name: _________________________________________
Address: _________________________________________

1) Dollar amount awarded: ___________________________________
2) Description of work to be performed: _____________________________________________
____________________________________________________________________________

4. **CONTRACTOR’S COMMITMENT TO USE DBE FIRM**

________________________________  is committed to utilize the DBE contractor to utilize the above named DBE subcontractor/supplier in the manner and amount described on this form.

Dated ________________  _____________________________
(Authorized Signature)

5. **DBE’S COMMITMENT TO PARTICIPATE**

__________, as a DBE firm, is committed to perform the work as described above for the amount specified.

Dated ________________  _____________________________
(Authorized Signature)

6. **NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.**

__________, has no subcontractor opportunities available for work to be performed.

Dated ________________  _____________________________
(Authorized Signature)
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by U.S. Department of Transportation regulations on Government and Suspension at 49 CFR 29.510, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state anti-trust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with the commission of any of the offenses listed in paragraph (2) of this certification.

4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, state, or local) terminated for cause of default.

The contractor certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA. Should the contractor be unable to certify to the statements of paragraphs (1) through (4) above, it shall acknowledge on its signature page and provide a written explanation to FTA.

________________________________________
Signature of Authorized Individual

________________________________________
Title

The certification must be attached and returned with any bid exceeding $25,000.00.
CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

As required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA’s website, www.fta.dot.gov and http://www.kmetro.org/about-metro/purchasing-info

__________________________________ acknowledges receipt of the Contract Clauses available
(Vendor Name)

at http://www.kmetro.org/about-metro/purchasing-info and certifies compliance with all federal requirements for items and services being purchased by the CCTA.

_______________________________________________________________________________

VENDOR REPRESENTATIVE, TITLE

__________________________________________  ___________________
SIGNATURE (Vendor Representative)   Date
BIDDER'S QUESTIONNAIRE

Please answer the following questions completely on this form.

1. Firm name: ________________________________________________________________

2. Address and telephone number:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. Established: Year __________ State __________

4. Type of organization:
   a. Individual: __________
   b. Partnership: __________
   c. Corporation: __________
   d. Other: __________

5. Warranty Service will be provided by:
   Name and Contact: ________________________________________________________
   Address: ________________________________________________________________
   Phone: _______________________________

6. Provide two current references.
   Agency Name:______________________________________________________________
   Address: ________________________________________________________________
   Contact Person/Title: _______________________________________________________
   Phone Number: __________________________________________________________
   Type of Service Provided: __________________________________________________
   Agency Name:______________________________________________________________
   Address: ________________________________________________________________
   Contact Person/Title: _______________________________________________________
   Phone Number: __________________________________________________________
   Type of Service Provided: __________________________________________________

7. State any deviations from the specifications:
________________________________________________________________________
________________________________________________________________________

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: ___________________________________ Name: ___________________________
          Type or Print

Title: ___________________________________ Date: ______________________________

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the CCTA.
I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the CCTA that would tend to destroy or hinder free competition.

The firm’s identification information provided will be used by the CCTA for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): ________________

Remittance Address: ________________________________________________________________

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: __________________________________ NAME: ____________________________________ (Type or Print)

TITLE: __________________________________ DATE: ________________________________

FIRM NAME: __________________________________ (if any)

ADDRESS: ____________________________________________

(Street address) (CCTA) (State) (Zip)

PHONE: ______________________________ FAX: ________________________________

EMAIL ADDRESS: __________________________________

________________________________________________________

FOR CCTA USE ONLY - DO NOT WRITE BELOW
1. **SCOPE**

   It is the intent of the Central County Transportation Authority (CCTA) to enter into a one (1) year term contract to provide batteries either picked-up, delivered or field installed (optional if available) on an "as needed" or emergency basis in accordance with the requirements and specifications as stipulated herein.

2. **AWARD**

   Award will be made on an aggregate basis, not split, and is subject to the availability of funds.

3. **CONTRACT PERIOD AND RENEWALS**

   The contract shall be in effect for a basic one (1) year period commencing March 1, 2020, subject to availability of funds and the following renewal options. The CCTA may opt to renew this contract for four 1-year periods. All renewals shall be upon mutual agreement of both parties and upon availability of funds.

4. **INVOICING FOR CCTA -**

   Upon delivery the vendor shall leave an itemized copy of the packing slip with the using agency and obtain signature of proof of delivery. The vendor shall submit a monthly invoice in duplicate listing detail of items and cost.

   All original invoice(s) will be sent to CCTA, 530 North Rose Street, Kalamazoo, MI 49007 or via email at finance@kmetro.com. Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The CCTA processes payments after receipt of an original invoice from the Contractor and approval by the department.

   The CCTA policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paper work and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the CCTA with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

   The CCTA is a government municipality and therefore is tax exempt from all sales tax. Our tax-exempt number is 47-5061737.

   The vendor is responsible for supplying the CCTA with a copy of their W-9 if they are awarded.

5. **PRODUCT NUMBERS, MAKE OR NAME**

   References to batteries by make, name or product number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Batteries bid shall be maintenance free, sealed batteries.
6. **USING DEPARTMENTS AND THEIR LOCATIONS**

The departments/divisions that will be participating in this contract are:

CCTA     Metro Transit     530 N. Rose Street

The Contractor shall provide a copy of the manufacturer's/supplier's current product catalog, price list and cross reference listings, and each shall be updated as changes occur.

7. **QUANTITIES**

Exact quantities cannot be determined. The figures as noted on the battery listing are projected **one-year requirements** based on past experience and are intended as a guide for bidders and a basis for evaluation. Quantities are not intended as a guarantee of minimum or maximum purchases under this contract. Actual purchases may be more or less than indicated.

8. **DOCUMENTATION REQUIRED**

Bidders shall furnish with their bid a copy of the manufacturer's/supplier's current product catalog, corresponding current price list and battery cross reference listing. **FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION WITH THE BID MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**

9. **GUARANTEE**

The Contractor shall guarantee that each battery provided meets or exceeds the vehicle manufacturer's warranty requirements. The Contractor shall assume all responsibility for equipment damage resulting from a faulty battery.

10. **BATTERY EXCHANGE**

The Contractor agrees to exchange or credit the using department any battery found defective or fails to deliver satisfactory service over the life of the warranty.

This agreement shall remain in effect for a period of one (1) year after termination of the contract even though the Contractor may not hold the contract at the time the exchange or credit is made.

11. **BATTERY CORES**

Battery cores shall be picked up weekly without reminders from the using department.

12. **OPTIONAL ITEM: EMERGENCY IN-FIELD INSTALLATIONS**

This service is preferred by the City, however, the City recognizes that not all bidders may provide this type of service. Therefore, this service will not be used as part of the bid award criteria. The City reserves the right to award this service if it is provided by the low responsive bidder.
13. **WARRANTY**

Warranty is as stated on the Bid and Award page for each type of battery.

14. **QUESTIONS**

Questions regarding the specifications may be addressed to Rob Branch, Fleet and Facilities Manager at (269) 337-8235 at (269) 337-8761. Questions relating to the general bid requirements may be addressed to Gracia Mason, Buyer, at (269) 337-8720. This does not relieve the requirements of Page 2, Item 3.
1. **AWARD**

This purchase will be awarded to the responsible bidder whose quote will be most advantageous to the CCTA, price and other factors considered. The CCTA reserves the right to accept or reject any or all quotes and waive informalities and minor irregularities for quotes received. Notification of award will be in writing by the CCTA and purchase orders.

2. **COMPLETE CONTRACT**

This request for quote document together with its addenda, amendments, attachments and modifications, when referenced by an executed purchase order, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. **TAXES**

The CCTA is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor may not be exempt from said taxes and the CCTA is making no representation as to any such exemption.

4. **PAYMENTS**

Unless otherwise specified by the CCTA, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. The Budget and Accounting Division processes payments after receipt of an original invoice from the Contractor and approval by the department. Submit invoice to Budget and Accounting, 241 W. South Street, Kalamazoo, MI 49007.

5. **LAWS, ORDINANCES AND REGULATIONS**

The Contractor shall keep him/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

6. **CCTA AUTHORITY ASSIGNMENT CLAUSE**

The CCTA reserves the right to assign this contract to a transit authority legally incorporated and assuming the transit functions of the CCTA.

7. **TERMINATION**

This Agreement may be terminated by either the CCTA or the Firm by giving written notice at least thirty (30) days prior to the date of termination.
A. In the event of such termination by the Firm, the CCTA, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by the CCTA or another firm. In the event that the CCTA incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the CCTA shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.

B. In the event of such termination by the CCTA, the CCTA shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.

8. HOLD HARMLESS

If the acts or omissions of the Contractor or its employees, agents or officers, cause injury to person or property, the Contractor shall defend, indemnify and save harmless the CCTA, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind of persons or property to the extent occasioned from any claim or demand arising therefrom.

9. CHANGES AND/OR CONTRACT MODIFICATIONS

The CCTA reserves the right to increase or decrease services or requirements or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Firm and the CCTA. The modifications cannot constitute cardinal changes.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Manager. CCTA Commission approval may also be required. SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING MANAGER APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

10. DEFAULT

The CCTA may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

A. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.

B. The unauthorized substitution of articles for those bid as specified.

C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.

D. Failure to perform in compliance with any provision of the contract.

E. Standard of Performance - Vendor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.
Upon notice by the CCTA of Vendor’s failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the CCTA. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the CCTA.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the CCTA caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The CCTA reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the CCTA may bar the Contractor from being awarded any future CCTA contracts.

G. All remedies available to the CCTA herein are cumulative and the election of one remedy by the CCTA shall not be a waiver of any other remedy available to the CCTA.
APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CCTA CONTRACTS


1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual’s ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection 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, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual’s ability to perform the duties of the particular job or position.

3. If requested by the CCTA, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the CCTA duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and CCTA Ordinance 1856.

5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 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 provision will be binding upon each subcontractor or seller.

6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over $25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

(a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.

(b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.

(c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.

1-2010